



**NEF PROJECT**

P.O. - Duliajan, Pin -786 602  
DIST.- DIBRUGARH, ASSAM, INDIA  
E-mail: [nef@oilindia.in](mailto:nef@oilindia.in)

*Conquering Newer Horizons*

TEL: (91) 374-2807461/62  
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**COVERING LETTER**

M/s. \_\_\_\_\_  
\_\_\_\_\_  
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**Sub: E-Tender No. CNG3382P15 for Hiring of Production Testing Services in connection with exploratory drilling in NELP-VI Block (MZ-ONN-2004/1) in the State of Mizoram, India.**

Sir,

- 1.0 OIL INDIA LIMITED (OIL), a Government of India Enterprise having Navaratna status, is a premier E&P Company engaged in exploration, production and transportation of crude oil & natural gas with its Headquarters at Duliajan, Assam in India. Duliajan is well connected by Air and the nearest Airport is at Dibrugarh, which is about 50 km from Duliajan.
- 2.0 In connection with its drilling and exploration activities for hydrocarbon, OIL's NEF Project, Duliajan invites ONLINE International Competitive Bids (ICB) from competent and experienced Service Providers/Contractors for providing the above services under **Single Stage Two Bid System** through its e-Procurement site: <https://etender.srm.oilindia.in/irj/portal>
- 3.0 You are invited to submit your most competitive online bid on or before the scheduled bid closing date and time. For your ready reference, few salient points (covered in detail in this Bid Document) are highlighted below:
  - (i) IFB No./E-Tender No. : CNG3382P15 dated 28.04.2014
  - (ii) Type of Bidding : Online-Single Stage-2 (Two) Bid System
  - (iii) Tender Fee : US \$ 650.00 **OR** INR 40,000.00
  - (iv) Bid Closing Date & Time : 27<sup>th</sup> May, 2014 (11:00 HRS IST)
  - (v) Technical Bid Opening Date & Time: 27<sup>th</sup> May, 2014 (14:00 HRS IST)
  - (vi) Price Bid Opening Date & Time : Will be intimated only to the eligible/qualified Bidders nearer the time.

- (viii) Bids to be addressed to : Bids must be uploaded online in OIL's E-procurement portal addressing to:  
General Manager (NEF)  
NEF Project, Oil India Limited,  
P.O.- Duliajan -786602, Assam, India.
- (ix) Bid Opening Place : Office of the General Manager (NEF)  
NEF Project, Oil India Limited,  
Duliajan -786602, Assam, India.
- (x) Bid Security Amount : US \$ 46,000.00 **OR** INR 28,50,000.00
- (xi) Amount of Performance Guarantee : 7.5% of the estimated Contract Cost
- (xii) Duration of the Contract : One (1) year from commencement with provision for extension.
- (xiii) Quantum of Liquidated Damage for default in timely Mobilisation : 0.5% of total evaluated contract value for delay per week or part thereof, subject to maximum of 7.5%.
- (xiv) Original Bid Security to be submitted: GENERAL MANAGER (NEF)  
NEF PROJECT, OIL INDIA LIMITED  
DULIAJAN - 786 602, ASSAM, INDIA
- (xv) Integrity Pact : Must be digitally signed & uploaded alongwith the Techno-commercial Bid

#### 4.0 **GUIDELINES FOR PARTICIPTION AGAINST E-TENDER:**

- 4.1 Bidders can click on **Guest** login button in the e-portal to view the available open tenders. The detailed guidelines are available in OIL's e-procurement site (Help Documentation). For any clarification with respect to uploading of Bid, bidders may contact Mr. A. J. Sarmah, Sr. Manager (ERP-MM) at [arupsarmah@oilindia.in](mailto:arupsarmah@oilindia.in) or phone: 09954486025 (mob).
- 4.2 For taking part in OIL's e-Tenders, Bidders must have a legally valid digital certificate of Class 3 with Organizations Name as per Indian IT Act from the licensed Certifying Authority operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authority (CCA) of India (<http://www.cca.gov.in>). Bidders must also have a valid USER-ID/Vendor Code (issued by OIL) to access OIL's e-Procurement site for submission of bid.
- 4.3 Tender Document will not be issued in physical form by Company. Interested Bidders should submit their applications expressing intension for participation against the tender to the General Manager (NEF), NEF PROJECT, OIL INDIA LIMITED, DULIAJAN – 786602, ASSAM, INDIA highlighting their full mailing address and clearly indicating their e-mail ID. Such applications must be accompanied with a demand draft towards the non-refundable Tender Fee of USD 650.00 **OR** INR 40,000.00 (PSUs and firms registered with NSIC/SME are exempted from payment of cost of Bid Documents provided they furnish evidence that they are registered for the above services) in favour of OIL INDIA LIMITED and payable at DULIAJAN. The application and tender fee in original must be submitted at the aforesaid address of Company between **5<sup>th</sup> May, 2014 and 20<sup>th</sup> May, 2014** during office hours only i.e., one week prior to the scheduled bid closing date. On receipt of application and Tender Fee as above, **USER-ID** and initial **PASSWORD** will be communicated to the bidder (through e-mail) and will be allowed to participate in the tender through OIL's e-Procurement portal.

5.0 **IMPORTANT NOTES:**

- 5.1 Bidders, upon receipt of necessary USER-ID & PASSWORD, shall be required to upload their most competitive Bids (Technical Bid as well as Priced Bid) on-line under single stage two bid system through OIL's e-Tendering Portal upto **11:00 hrs** (IST) (Server Time) on the **bid closing date** as mentioned above. However, OIL's regular Contractors/Vendors, who are already in possession of USER-ID & PASSWORD, upon submission of Tender Fee can upload their Bids using their existing USER-ID & PASSWORD. The Techno-commercial Bids will be opened on the scheduled date of Bid opening at **14:00 hrs** (IST) in the Office of General Manager (NEF), NEF Project, Oil India Ltd, Duliajan, Assam, India in presence of authorized representative of the bidders who choose to attend. The Priced/ Commercial Bids of the technically qualified bidders only will be opened subsequently on a pre-determined date & time, which will be notified to all such bidders separately nearer the time.
- 5.2 However, if the above mentioned closing / opening date of the tender happens to be a non-working day due to Bandh/Strike etc. at Duliajan or any other reason, the bids will be received/opened on the following full working day maintaining same time schedule.
- 5.3 Bids in the form of physical documents shall not be accepted. The bid alongwith other supporting documents must be uploaded online through OIL's e-procurement portal, except the following documents, which shall be submitted in physical form (hard copy) in sealed envelope addressing to General Manager (NEF), NEF Project, Oil India Ltd, Duliajan-786602, Assam, India. The envelope should be duly super-scribed with OIL's Tender No. & Bid Closing Date and marked as "Original Bid Security".
- (a) Original Bid Security
  - (b) Printed catalogue/literature as applicable to the tender.
  - (c) Power of attorney for signing the Bid
  - (d) Any other document required to be submitted in original as per tender stipulations.

**Note: The envelope containing above documents including the original Bid Security must reach General Manager (NEF) at above address on or before 14:00 hrs. (IST) on the scheduled Bid Closing Date, failing which the bid shall be rejected. A scanned copy of Bid Security may also be uploaded alongwith the Technical bid in OIL's e-portal.**

- 5.4 The Technical Bid alongwith all technical documents related to the tender should be uploaded under "**Technical Rfx Response**" Tab only. Bidders to note that no price/cost details should be uploaded in "Technical Rfx response" Tab page. Details of Price/rates as per Price Bid Format/Price Bid can be uploaded as Attachment option under "**Notes & Attachments**" tab.
- 6.0 We now look forward to your active online participation against the tender.

Thanking you.

Yours faithfully,  
OIL INDIA LIMITED

**(U. N. JENA)**  
**CHIEF MANAGER (MATERIALS)-NEF**  
**For GENERAL MANAGER (NEF)**

## **PART - 1**

### **INSTRUCTIONS TO BIDDERS**

- 1.0 Bidder shall bear all costs associated with preparation and submission of bid. Oil India Limited, hereinafter referred to as Company, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 1.1 Tender Documents are non-transferable. Bid can be submitted only in the name of the bidder in whose name the Tender Document was requested/issued. Unsolicited bids will not be considered and will be rejected straightway.
- 1.2 Tender Document will not be issued in physical form by Company. Interested Bidders should submit their applications expressing intension for participation against the tender to the General Manager (NEF), NEF PROJECT, OIL INDIA LIMITED, DULIAJAN – 786602, ASSAM, INDIA highlighting their full mailing address and clearly indicating their e-mail ID, alongwith the non-refundable Tender Fee of USD 650.00 **OR** INR 40,000.00 (PSUs and firms registered with NSIC/SME are exempted from payment of cost of Bid Documents provided they furnish evidence that they are registered for the above services) in favour of OIL INDIA LIMITED and payable at DULIAJAN. Such application and tender fee in original must be submitted at the aforesaid address of Company between **5<sup>th</sup> May, 2014 and 20<sup>th</sup> May, 2014** during office hours only i.e., one week prior to the scheduled bid closing date. On receipt of application and Tender Fee as above, **USER-ID** and initial **PASSWORD** will be communicated to the bidder (through e-mail) and will be allowed to participate in the tender through OIL's e-Procurement portal.
- 1.3 Company will not assume any responsibility whatsoever for non-receipt/delayed receipt or incomplete (without full address, e-mail ID & tender fee as aforesaid) applications. Details of the NIT can be viewed using "Guest Login" provided in the e-procurement portal. The link to e-procurement portal has also been provided through OIL's website [www.oil-india.com](http://www.oil-india.com).
- 1.4 Bidders are advised to have a thorough reconnaissance of the area, if required, to know the terrain and get themselves fully acquainted with details of surface topographic features, fair weather slot, weather conditions, working culture in the area, socio-political environment, security aspects and law of the land, prior to submitting their bids. This will also help them to judiciously select proper inputs for successful execution of the project. However all such related expenses shall be to bidder's account.

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

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

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

- 3.1 At any time prior to the deadline for submission of bids, the Company may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by issuing an Addendum.
- 3.2 The Addendum will be uploaded in OIL's E-Tender Portal in the "Technical RFx Response" under the tab "Amendments to Tender Documents". All prospective bidders to whom Company has issued the Bidding Documents shall also be intimated about the amendments through post/courier or by Fax or e-mail. The Company may, at its discretion, extend the deadline for bid submission, if the Bidders are expected to require additional time in which to take the Addendum into account in preparation of their bid or for any other reason. Bidders shall also check from time to time the E-Tender portal ["Technical RFx Response" under the tab "Amendments to Tender Documents"] for any amendments to the bid documents before submission of their bids.

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

- 4.0 **LANGUAGE OF BIDS:** The bid as well as all correspondence and documents relating to the bid exchanged between the Bidder and the Company shall be in English language, except that any printed literature may be in another language provided it is accompanied by an English translated version, which shall govern for the purpose of bid interpretation.
  - 4.1 **BIDDER'S/AGENT'S NAME & ADDRESS:** Bidders should indicate in their bids their detailed postal address including the Fax/Telephone/Cell Phone Nos. and E-mail address. Similar information should also be provided in respect of their authorised Agents in India, if any.
- 5.0 **DOCUMENTS COMPRISING THE BID:** The bid submitted by the Bidder shall comprise of the following components:

#### **A: TECHNICAL BID**

- (i) Complete technical details of the services and equipment specifications with catalogue, etc.
- (ii) Documentary evidence established in accordance with Clause 9.0 herein below.
- (iii) Bid Security furnished in accordance with Clause 10.0 herein below.
- (iv) Certificate of Compliance and Statement of Non-compliance as per **Proforma-D** under **PART-4**.
- (v) **Proforma-A** of **PART-4** showing the items to be imported, if any, **without showing the rates/cost details/value** therein.
- (vi) Copy of Bid-Form without indicating prices in **Proforma-C of PART-4**
- (vii) Copy of Price bid format **without indicating prices** (**Proforma-B** in **PART-4**)
- (viii) Integrity Pact digitally signed by OIL's competent personnel as **PROFORMA-I** in **PART-4**. The same should be uploaded as part of technical Bid and digitally signed by the bidder.

## **B: PRICED/COMMERCIAL BID**

Bidder shall quote their prices in the following Proforma available in OIL's E-procurement portal in the **"Notes & Attachments" Tab**:

- (i) Bid Form as per **Proforma-C** in **PART-4** duly incorporating the value and other particulars.
- (ii) Price-Bid as per **Proforma-B** in **PART-4** duly incorporating the rates, amount and total value etc.
- (iii) Estimated CIF value etc. as per **Proforma-A** in **PART-4**, duly incorporating details in each column.

The Priced Bid shall contain the prices alongwith the currency quoted and any other commercial information pertaining to the services offered.

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

### **7.0 BID PRICE:**

7.1 Prices must be quoted by the Bidders as per the "Price Bid Format" available in attachment form under "Notes & Attachment" Tab in OIL's E- Tender Portal. Unit prices must be quoted by the bidders, both in words and in figures.

7.2 Prices quoted by the successful bidder must remain firm during its performance of the Contract and is not subject to variation on any account whatsoever.

7.3 All Duties (except Customs Duty) and Taxes (excluding Service Tax) including Corporate Income Taxes and other levies payable by the successful bidder under the Contract for which this Bidding Document is issued, shall be included in the rates, prices and total Bid Price quoted by the bidder, and the evaluation and comparison of bids shall be made accordingly. For example, personal taxes and/or any corporate taxes arising out of the profits on the contract as per rules of the country shall be borne by the bidder.

7.4 Customs Duty: The services under this Contract shall be carried out in NELP & ML/PEL areas of the Company, for which licenses have been issued or renewed to Company after 01/04/1999 and therefore, the items/equipment to be imported in connection with execution of this particular Contract is exempted from Customs Duty as per Government policy presently in vogue in line with Notification No. 12/2012-Customs dated 17.03.2012. OIL INDIA LIMITED shall issue Recommendatory Letters to the Contractor on submission of requisite import documents for obtaining necessary EC (Essentiality Certificates) from the DGH (Directorate General of Hydrocarbon), India for this purpose. However, securing EC, clearance of goods through Indian Customs authority and payment of port rent, demurrage etc. as applicable will exclusively rest on the Contractor. In case this Govt. policy is subsequently changed during the currency of the contract and thereby the Customs duty if become payable any, the same will be reimbursed by Company to the Contractor against documentary evidence. No customs duty will therefore be considered for bid evaluation in this instance. Bidders should take note of the same while quoting.

7.5 Service Tax: The quoted prices/costs shall be exclusive of Service Tax. Service Tax as applicable shall be on Company's account. However, liability for payment of the service tax in case of Indian bidder and overseas bidders having offices in India will lie on the Contractor.

#### **8.0 CURRENCIES OF BID AND PAYMENT:**

8.1 A bidder expecting to incur its expenditures in the performance of the Contract in more than one currency, and wishing to be paid accordingly, shall so indicate in the bid. In such a case, the bid shall be expressed in different currencies and the respective amounts in each currency shall together make up the total price.

8.2 Indian bidders too can submit their bids in any currency (including Indian Rupees) and receive payment in such currencies on par with foreign bidders. However, currency once quoted will not be allowed to be changed.

#### **9.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION:**

These are listed in BID REJECTION CRITERIA (BRC) / BID EVALUATION CRITERIA (BEC), PART-2 of the Bid document.

#### **10.0 BID SECURITY:**

10.1 Pursuant to Clause 5.0 above, the Bidder shall furnish Bid Security in the amount as specified in the "Covering Letter".

10.2 The Bid Security is required to protect the Company against the risk of Bidder's conduct, which would warrant the security's forfeiture, pursuant to Sub-Clause 10.9 below.

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

(a) A Bank Guarantee or irrevocable Letter of Credit in the prescribed format furnished herein vide **Proforma-E** or in another form acceptable to the Company from any of the following Banks only will be accepted:

- i) Any Nationalised / Scheduled Bank in India or
- ii) Any Indian branch of a Foreign Bank or
- iii) Any reputed foreign Bank having Correspondent Bank in India

The Bank Guarantee / LC shall be valid for 30 days beyond the validity of the bids asked for in the Bid Document.

Bank Guarantees issued by Banks in India should be on non-judicial stamp paper of requisite value, as per Indian Stamp Act, purchased in the name of the Banker.

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

10.4 The Original Bid Security (in hard copy) as above must reach the office of General Manager (NEF), NEF Project, Oil India Ltd, Duliajan -786602, Assam, India on or before the scheduled time for bid opening, otherwise the Bid will be rejected. Bidders may send their bid security by Registered Post or by Courier Services or drop in the Tender Box placed at the Office of the General Manager (NEF) on or before 14:00 hrs. (IST) on the scheduled date of opening of the tender. Company shall not be however responsible for any postal delay/transit loss. Timely delivery of the bid security is the responsibility of the Bidder.

The original **Bid Security** is to be submitted alongwith a covering letter mentioning Bidder's name and address in a sealed envelope super-scribing the e-Tender Number and description of work and addressed to:

GENERAL MANAGER (NEF)  
NEF PROJECT, OIL INDIA LIMITED  
DILIAJAN – 786602, ASSAM, INDIA

A scanned copy of this document should also be uploaded online alongwith the un-priced Techno-commercial bid documents.

10.5 Any bid not secured in accordance with Sub-Clauses 10.1 through 10.4 shall be rejected by the Company as non-responsive.

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

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

10.8 Bid Security shall not accrue any interest during its period of validity or extended validity.

10.9 The Bid Security may be forfeited:

(a) If any Bidder withdraws or modifies their bid during the period of bid validity (including any subsequent extension).

(b) If a successful Bidder fails or refuses:

i) To accept the LOA issued by Company within the period of bid validity and/or to sign the contract within reasonable time or as notified in the LOA.

ii) To furnish Performance Security.

iii) To mobilize and/or to commence the assigned jobs within stipulated time frame.

10.10 In case any bidder withdraws its bid during the period of bid validity, the Bid Security shall be forfeited and the party shall be debarred for a period of 2(two) years.

10.11 **EXEMPTION FROM SUBMISSION OF BID SECURITY:** Central Govt. offices, Central Public Sector undertakings and firms registered with NSIC/SME (subject to furnishing proper evidence as per guidelines) are exempted from submitting Bid Security.

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

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

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

**C. SIGNING & SUBMISSION OF BIDS**

**12.0 SIGNING OF BID:**

- 12.1 Bids are to be submitted online through OIL's E-procurement portal with digital signature. The bid and all attached documents should be digitally signed by the bidder using "Class 3" digital certificates with Organizations Name [e-commerce application (Certificate with personal verification and Organisation Name)] as per Indian IT Act 2000 obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India before bid is uploaded.

The bid including all uploaded documents shall be digitally signed by duly authorized representative of the bidder holding a Power of Attorney to bind the Bidder to the contract.

If any modifications are made to a document after attaching digital signature, the digital signature shall again be attached to such documents before uploading the same. The Power of Attorney in original shall be submitted by bidder as mentioned in Para 13.1 below.

The authenticity of above digital signature shall be verified through authorized CA after bid opening and in case the digital signature is not of "Class-3" with organization name, the bid will be rejected. Bidder is responsible for ensuring the validity of digital signature and its proper usage by their employees.

- 12.2 The bid shall be typed or written in indelible inks. Since bids are to be submitted ONLINE with digital signature, manual signature is NOT relevant. The letter of authorisation (as per **Proforma-H**) shall be indicated by written Power of Attorney accompanying the Bid.
- 12.3 Any person signing the Bid or any other document in respect of this Bidding Document or other relevant documents on behalf of the Bidder without disclosing his authority to do so shall be deemed to have the authority to bind the Bidder. If it is discovered at any time that the person so signing has no authority to do so, the Company (OIL) may, without prejudice to any other right or remedy, cancel his Bid or Contract and hold the Bidder liable to the Company (OIL) for all costs and damages arising from the cancellation of the Bid or Contract including any loss which the Company (OIL) may sustain on account thereof.
- 12.4 Any physical documents to be submitted by bidders shall contain no interlineations, white fluid erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such correction shall be initialled by the person or persons who has/have digitally signed the Bid.
- 12.5 Any Bid, which is incomplete, ambiguous, or not in compliance with the Bidding process will be rejected.

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

- 13.1 Bidders are requested to examine all instructions, forms, terms and specifications in the bid documents. Failure to furnish all information required as per the bid document or submission of online offers not substantially responsive to the tender in all respect will be at the bidders' risk and may result in rejection of its bid without seeking clarifications.
- 13.2 The tender is processed under Single stage - Two bid system. Bidder shall submit their "Technical bid" and "Priced bid", both online, alongwith all the Annexures and Proforma (wherever applicable) and copies of documents in electronic form through OIL's e-procurement portal within the Bid Closing Date & Time stipulated in the e-tender. For submission of Bids online at OIL's E-Tender Portal, detailed instructions is available in the "**HELP DOCUMENTATION**" in OIL's E-Tender Portal. Guidelines for bid submission are also provided in the "Forwarding Letter". The Technical Bid is to be submitted as per Terms of Reference/Technical Specifications of the bid document and Priced Bid as per the Price Schedule. The Technical Bid should be uploaded in the "Technical RFX Response" under "Techno-Commercial Bid" Tab Page only. Prices to be quoted as per Proforma-B & Proforma-B1 should be uploaded as Attachment just below the "Tendering Text" in the attachment link under "Techno-Commercial Bid" Tab under General Data in the e-portal. **No price should be given in the "Technical RFX Response", otherwise bid shall be rejected.** Bids submitted in physical form shall not be considered, but rejected straightway.

However, the following documents in two sets should necessarily be submitted in physical form in sealed envelope super-scribing the Tender/IFB No., Brief Description of services and Bid Closing/Opening date & Time along with the bidder's name and should be submitted to General Manager (NEF), Oil India Ltd., NEF Project, Duliajan-786602(Assam) on or before 14:00 Hrs (IST) on the bid closing date indicated in the IFB:

- i) The Original Bid Security
- ii) Power of Attorney for signing of the bid digitally
- iii) Any other document required to be submitted in original as per bid document requirement.
- iv) Printed catalogue and literature if called for in the bid document.

Documents sent through E-mail/Fax/Telex/Telegraphic/Telephonic will not be considered.

- 13.3 All the conditions of the contract to be made with the successful bidder are given in various Sections of the Bid Document. Bidders are requested to state their non-compliance to each clause as per Proforma-D of the bid document and the same should be uploaded alongwith their Technical Bid.
- 13.4 Timely delivery of the documents in physical form as stated in Para 13.2 above is the responsibility of the bidder. Bidders should send the same through Registered Post or by Courier Services or by hand delivery to the Officer in Charge of the particular tender before the Bid Closing Date and Time. Company shall not be responsible for any postal delay/transit loss.
- 13.5 Bids received through the e-procurement portal shall only be accepted. Bids received in any other form shall not be accepted.

**14.0 INDIAN AGENTS:** Foreign Bidders are requested to clearly indicate in their quotation whether they have any agent in India. If so, the bidder should furnish the name and address of their agent and state clearly whether the agent is authorized to receive any commission, particularly against this contract. Such commission, if payable any, must be included in the Bid price and the rate of commission should be clearly and categorically highlighted in the bids, which would be payable to Agent in non-convertible Indian currency by Company according to the Import Trade Regulation of India. Unless otherwise specified, it will be assumed that agency commission is not involved in the particular bid. Further, Bidders are requested to quote directly and not through their agents in India. Moreover, one Indian Agent cannot represent more than one foreign bidder against the tender. In case an Indian agent represents more than one foreign bidder against the tender, then Bids of such foreign bidders shall be rejected.

Against this tender, either the Indian agent on behalf of the Principal/OEM or Principal/ OEM itself can bid but both cannot bid simultaneously for the same item/product. If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item/product.

**15.0 DEADLINE FOR SUBMISSION OF BIDS:** Bids must be uploaded online not later than 11:00 Hrs. (Indian Standard Time) on the bid closing date mentioned in the "Covering Letter". Bidders are requested to take note of this and arrange to submit their bids well within the deadline to avoid last minute rush/network problems.

**16.0 MODIFICATION AND WITHDRAWAL OF BIDS:**

- 16.1 The Bidder after submission of bid may modify or withdraw its bid by written notice prior to the bid closing.
- 16.2 The Bidder's modification or withdrawal notice may also be sent by fax/e-mail but followed by a signed confirmation copy, postmarked not later than the deadline for submission of Bids.
- 16.3 Once a withdrawal letter is received from any bidder, the offer will be treated as withdrawn and no further claim/correspondences will be entertained in this regard.
- 16.4 No bid can be modified subsequent to the deadline for submission of bids. Post tender modification(s) of bid by any bidder within the period of its bid validity will lead to rejection of such offer and forfeiture of bidder's Bid security in full. Such modification (s) may also call for debarment of the bidder as mentioned above.
- 16.5 No bidder shall be permitted to withdraw their bid after its opening till expiry of bid validity including extended validity, if any. Such withdrawal will make the bidder liable to forfeit their Bid Security in full and be debarred them from participating against OIL's future tenders at the sole discretion of the Company and the period of debarment in no case shall be less than two (2) years.

**17.0 EXTENSION OF BID SUBMISSION DATE:**

Normally no request for extension of Bid Closing Date & Time will be entertained. However, Company at its option may extend the Bid Closing Date and/or Time for any reason as may be considered appropriate. In case of receipt of only one Bid within the scheduled Bid Closing Date and Time, OIL may extend the Bid Closing /Opening Date by two (2) weeks at its option. However, the bidder whose bid has been received within the bid closing date and time, will not be allowed to revise their Bid/prices. Withdrawal of such Bid is also not permitted.

## **18.0 BID OPENING AND EVALUATION:**

- 18.1 Company will open the Bids in presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Covering Letter. However, an authorization letter from the bidder must be produced by the Bidder's representative at the time of bid opening. Unless this Letter is presented, the representative will not be allowed to attend the bid opening. The Bidder's representatives who are allowed to attend the bid opening shall sign a register evidencing their attendance. Only one representative against each bid will be allowed to attend.
- 18.2 Bid for which an acceptable notice of withdrawal is received pursuant to Clause 16.0 above shall not be considered for opening. After opening, Company will examine bids to determine whether they are complete, whether requisite Bid Securities & Integrity Pact have been furnished, whether documents have been digitally signed and whether the bids are generally in order.
- 18.3 At bid opening, Company will announce the Bidders' names, written notifications of bid modifications or withdrawal, if any, submission of requisite Bid Security & Integrity Pact and such other details as the Company may consider appropriate.
- 18.4 Company shall prepare, for its own records, minutes of bid opening including the information disclosed to those present in accordance with the Sub-Clause 18.3 above.
- 18.5 To assist in the examination, evaluation and comparison of bids the Company may at its option, ask the Bidders for clarifications of their bids. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.
- 18.6 Prior to the detailed evaluation, Company will determine the substantial responsiveness of each bid to the requirement of the Bidding Documents. For purpose of these paragraphs, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bidding Document without material deviations or reservation. A material deviation or reservation is one which affects in any substantial way the scope, quality, or performance of work, or which limits in any substantial way, inconsistent way with the bidding documents, the Company's right or the bidder's obligations under the contract, and the rectification of which deviation or reservation would affect unfairly the competitive position of other bidders presenting substantial responsive bids. The Company's determination of bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.
- 18.7 A Bid determined as not substantially responsive shall be rejected by the Company and may not subsequently be made responsive by the Bidder by correcting/removing the non-conformity.
- 18.8 The Company may waive minor informality or nonconformity or irregularity in a bid, which does not constitute a material deviation, provided such waiver, does not prejudice or affect the relative ranking of any Bidder.

**19.0 OPENING OF PRICE BIDS:**

- 19.1 Company will open the Price Bids (Commercial Bids) of the technically qualified Bidders only, on a specific date in presence of interested qualified bidders, if they attend. All such qualified Bidders will be intimated about the commercial bid opening date & time in advance.
- 19.2 Company will examine the Price/rates quoted by the Bidders to determine whether they are complete, any computational errors have been made, the documents have been properly signed, and the bids are generally in order.
- 19.3 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price (that is obtained by multiplying the unit price and quantity) the unit price shall prevail and the total price shall be corrected accordingly. If any Bidder does not accept the correction of the errors, their bids will be rejected. If there is a discrepancy between words and figures, the amount in words will prevail.

**20.0 CONVERSION TO SINGLE CURRENCY:** While evaluating the bids, the closing rate of exchange (BC Selling market rate) declared by the State Bank of India on the day prior to price bid opening will be taken into account for conversion of foreign currencies into Indian Rupees for the purpose of comparison to ascertain inter-se-ranking of all qualified bidders. Where the time lag between the opening of the price bids and final decision exceeds three months, the rate of exchange declared by State Bank of India on the date prior to the date of final decision will be adopted for conversion.

**21.0 EVALUATION AND COMPARISON OF BIDS:** The Company will evaluate and compare the bids as per **PART-2** of the bidding documents, considering the rates quoted in PROFORMA-B in PART-4 and taking into account the total evaluated value of the contract.

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

22.1 **Exchange Rate Risk:** Since Indian bidders are permitted to quote in any currency and can also receive payments in that currency, Company will not be compensating for any exchange rate fluctuations in respect of the services.

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

**23.0 CONTACTING THE COMPANY:**

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

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

## **D. AWARD OF CONTRACT**

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

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

### **26.0 NOTIFICATION OF AWARD:**

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

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

26.3 Upon the successful Bidder's furnishing of Performance Security pursuant to Clause 28.0 herein below, the Company will promptly discharge the Bid Securities of all un-successful Bidders, pursuant to Clause 10.0 hereinabove.

### **27.0 SIGNING OF CONTRACT:**

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

27.2 Within 15 days of issue of LOA, the successful Bidder shall sign and date the Contract and return it to the Company. Till the Contract is signed, the LOA issued to the successful bidder shall remain binding on the parties.

27.3 In the event of failure on the part of the successful Bidder to sign the Contract within the period specified above or any other time period specified by Company in the LOA, the Company reserves the right to terminate the LOA issued to the successful Bidder and invoke the Bid Security or the Performance Security (if submitted by the successful Bidder). The party shall also be debarred for a period of two (2) years from the date of default.

### **28.0 PERFORMANCE SECURITY:**

28.1 Within 15 (fifteen) days of receipt of notification of award from the Company, the successful Bidder shall furnish to Company the Performance Security for an amount specified in the Covering Letter or as may be called for vide Letter of Award (LOA) issued by Company. The Performance Security must be in the form of a Bank Guarantee (BG) or an irrevocable Letter of Credit (L/C) as per **Proforma-F** in PART-4 herein or in any other format acceptable to the Company and should be from any of the following Banks:

- i) Any Nationalised / Scheduled Bank in India OR
- ii) Any Indian branch of a Foreign Bank OR

iii) Any reputed foreign Bank having correspondent Bank in India

The Performance Security shall be denominated in the currency of the Contract or in equivalent US Dollars converted at the B.C. Selling rate of State Bank of India on the date of issue of LOA (Letter of Award). Bank Guarantees issued by Banks in India should be on non-judicial stamp paper of requisite value, as per Indian Stamp Act, purchased in the name of the Banker.

- 28.2 The Performance Security specified above must be valid for 6 (six) months beyond the Contract duration. The Performance Security will be discharged by Company not later than 30 days following its expiry. In the event of any extension of the Contract period, Bank Guarantee should be extended by Contractor by the period equivalent to the extended period.
- 28.3 The Performance Security shall be payable to Company as compensation for any loss resulting from Contractor's failure to fulfil its obligations under the Contract.
- 28.4 The Performance Security will not accrue any interest during its period of validity or extended validity.
- 28.5 Failure of the successful Bidder to comply with the requirements of Clause 27.0 and/or 28.0 shall constitute sufficient grounds for annulment of the award and forfeiture of the Bid Security or Performance Security. In such an eventuality, the party shall be debarred for a period of 2 (two) years from the date of default.
- 29.0 SITE VISIT:** The Bidders, at their own cost, responsibility and risk are encouraged to visit and examine the site of work and its surroundings to understand the logistics and obtain all information that may be necessary for preparing the Bid and entering into a Contract for the required services/work.

The Contractor shall be deemed prior to submitting their Bid to have:

- a) Inspected and examined the Site and its surroundings and carried out such surveys as it considers necessary;
- b) Satisfied itself as to the nature of the work and materials necessary for the execution of the Works;
- c) Satisfied itself as to the circumstances at the Site, including, without limitation, the ground and sub-soil, the form and nature of the Site and the climate and hydrological conditions of the Site;
- d) Satisfied itself as to the means of communication with and access to & through the Site, the accommodation it may require and the precautions and the times and methods of working;
- e) Obtained for itself all necessary information as to the risks, contingencies and all other circumstances, which may influence or affect the Contract price and its obligations under the Contract;
- f) Satisfied itself with all the Indian as well as local conditions, factors and legislation which may have any effect on the execution of the work covered under the Bid Document;
- g) Ascertained the general labour position at the Site and have understood the cost associated with engagement of the labours.

**30.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENTS:** If it is found that a bidder/contractor has furnished fraudulent information/documents, the Bid Security/ Performance Security shall be forfeited and the party shall be debarred for a period of three (3) years from the date of detection of such fraudulent act besides the legal action.

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

**32.0 SPECIFICATIONS:** Before submission of Bids, Bidders are requested to make themselves fully conversant with all Conditions of the Bid Document and other relevant information related to the works/services to be executed under the Contract.

**33.0 MOBILIZATION ADVANCE PAYMENT:**

33.1 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. However, any mobilization advance shall be given in two phases – 50% of mobilization charges before shipment of materials, equipment & tools etc. and rest 50% after the shipment is completed.

33.2 Advance payment agreed to by the Company shall be paid only against submission of an acceptable bank guarantee whose value should be equivalent to the amount of advance plus the amount of interest covering the period of advance. Bank guarantee shall be valid for 2 months beyond completion of mobilization and the same may be invoked in the event of Contractor's failure to mobilize as per agreement.

33.3 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.

**34.0 INTEGRITY PACT:**

34.1 Company shall be entering into an Integrity Pact with the Bidders as per format enclosed vide PROFORMA-I (ref. PART-4) of the Bid Document, which has been digitally signed by competent authority of OIL. The Integrity Pact must be submitted with the Technical Bid duly signed digitally by the same signatory who signs the Bid i.e. who is duly authorized to sign the Bid. Any Bid not accompanied by the Integrity Pact duly signed by the bidder shall be rejected straightway. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who has signed the bid.

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

1. Shri N. Gopaldaswami, IAS (Retd), Ex-CEC, Phone No.: 91-44-2834-2444(Res), 91-9600144444(Cell); E-mail: gopaldaswamin@gmail.com
2. Shri R. C. Agarwal, IPS (Retd), Phone No.: 91-11-22752749(Res), 91-9810787089(Cell); E-mail: [rcagarwal@rediffmail.com](mailto:rcagarwal@rediffmail.com)

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

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

**END OF PART - 1**

**&&&&&&&&&**

## **PART - 2**

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

- I. BID REJECTION CRITERIA (BRC):** The bid shall conform generally to the specifications and terms & conditions given in this bid document. Bids shall be rejected in case the services offered do not conform to required parameters stipulated in the technical specifications. Notwithstanding the general conformity of the bids to the stipulated specifications, the following requirements will have to be particularly met by the Bidders without which the same will be considered as non-responsive and rejected.
- (A) TECHNICAL:** The bidders must meet the following criteria, failing which their offers shall be rejected:
- 1.0 GENERAL REQUIREMENTS AND SPECIFICATION OF EQUIPMENT:**
- 1.1** All major equipments i.e., Separator, Choke Manifold and Oil Transfer Pump offered against this tender shall not be more than seven (7) years old as on the scheduled Bid Closing Date of the Tender.
- 1.1.1.** In support of Clause No. 1.1 above, the bidder shall submit an undertaking confirming that their offered major equipments i.e. Separator, Choke Manifold and Oil Transfer Pump are not manufactured before seven (7) years preceding the scheduled Bid Closing Date of Tender and that ownership of the equipment are in the name of the bidder/their MOU partner as per clause 13 below.
- 1.2** In case of brand new equipment on proposed purchase, the bidder shall submit a certificate from the manufacturer alongwith the Technical Bid. The certificate from manufacturer should clearly indicate the committed date of readiness of the equipment for shipment after due inspection.
- 1.3** In case of leased units or proposed purchase of the Units (other than brand new), Bidders shall submit the original Memorandum of Understanding/Agreement of Lease/purchase of unit, concluded with the owner of the units, particularly for this tender, with documentary proof of ownership of the units. The above MOU / Agreement must be valid for the period of contract and any extension thereof.
- 2.0 EXPERIENCE:**
- (a) Technical:**
- 2.1** The bidder shall have the experience of providing Surface Production Testing Service in at least five (5) numbers of oil/gas wells using minimum 10000 psi rated well test package during the last seven (7) years ending last day of month previous to the one in which bids are invited. In support of the experience, the bidder shall submit documentary evidences as per clause 2.2 below.
- 2.2** Documents establishing successful completion of jobs must be submitted along with the technical bid. These documents shall be in the form of:
- (i) Copies of relevant pages of contract document showing Contract Number, period of contract and Scope of work.

- (ii) Copies of completion certificate(s) or payment certificate(s) or any other documents which substantiate completion of the jobs, issued by the client(s) with contact details of the issuing person/organization (e-mail address, Phone Number, Fax number etc.)

**(b) Financial**

**2.3** The bidder shall have an average annual financial turnover of minimum INR 8.57 Crores (US\$ 1.40 Million) during the last three (3) accounting years ending 31.03.2014 (for Accounting year April-March) or 31.12.2013 (for calendar Accounting year). Documentary evidences in the form of audited Balance sheet and Profit and Loss Account for the last three (3) accounting years as applicable shall be submitted alongwith the Technical Bid.

**2.4** In case the audited Balance sheet and Profit and Loss Account submitted alongwith bid are in currencies other than Rupees or US \$, the bidder shall have to convert the figures in equivalent Rupees or US \$ through a certified chartered Accountant considering the prevailing conversion rate on the date on which the audited Balance sheet and Profit and Loss Accounts were signed.

**Bid from Indian Company / Indian Joint Venture Company with Technical Collaboration/ Joint Venture Partner:**

**2.5** In case, the bidder is an Indian Company / Indian Joint Venture Company who does not meet the experience criteria as per clause No. 2.1 above, may also bid on the strength of Technical Collaborator / Joint Venture Partner provided all the following criteria are compiled:

- A) The primary bidder shall have the experience of successfully completing at least one (1) No. of contract for providing oilfield services relating to oil and gas well operations like Drilling, Work-over, Production Testing, Well Stimulation, Sand Control and Production Well Servicing during the last seven (7) years ending last day of month previous to the one in which bids are invited. In support of the experience, the bidder shall submit documentary evidences as per clause 2.2 above.
- B) The primary bidder shall meet the financial criteria clauses 2.3 & 2.4 above.
- C) The Technical Collaborator / Joint Venture Partner shall meet the experience criteria 2.1 above. In this regard, the documents establishing experience of the Technical Collaborator / Joint Venture Partner shall be submitted as per clause 2.2 above.

**2.6** Indian bidders quoting based on technical collaboration/ joint venture, shall submit a Memorandum of Understanding (MOU) / Agreement with their technical collaborator/ joint venture partner clearly indicating their roles under the scope of work which shall be addressed to OIL and shall remain valid and binding for the contract period under this tender.

**Bid from Consortium of companies:**

**2.7** In case, the bidder is a consortium of companies, the following requirement should be satisfied by the bidder:

- a) The Leader of the consortium shall satisfy the minimum experience requirement as per clause No. 2.1 or the clause 2.5 A) above.

- b) If the Leader of the consortium meets the clause 2.5 A) but does not meet the requirement as per clause No. 2.1 then any of the consortium members shall individually meet clause 2.1.
- c) Any of the consortium members individually shall have to meet the financial criterion mentioned in Clause No. 2.3 above.
- d) Consortium bids shall be submitted with a Memorandum of Understanding (MOU) between the consortium members duly signed by the authorized Executives of the consortium members clearly defining the role/scope of work of each partner/member, binding the members jointly and severally to the responsibility for discharging all obligations under the contract and identifying the Leader of Consortium. **Unconditional acceptance of full responsibility for executing the 'Scope of Work' of this bid document by the Leader of the Consortium shall be submitted alongwith the Technical bid.**
- e) Only the Leader of the consortium shall buy the bid document, submit bid and sign the contract agreement (in the event of award of contract) on behalf of the consortium.
- f) The Bid Security shall be in the name of the Leader of the consortium on behalf of consortium with specific reference to consortium bid and name & address of consortium members. Similarly the Performance Security shall be in the name of the Leader on behalf of the consortium.

**2.8** Bidder(s) quoting in Collaboration / joint venture Partnership/ Consortium with any firm are not allowed to quote separately / independently against this tender. The collaborator is also not allowed to quote separately /independently against this tender. All such bids will be summarily rejected.

**2.9 Eligibility criteria in case bid is submitted on the basis of experience of the Parent/ subsidiary company:**

Offers of those bidders who themselves do not meet the experience criteria as stipulated in Clause Nos. 2.1 & 2.3 can also be considered provided the Bidder is a subsidiary company of the parent company in which the parent company has 100% stake or parent company can also be considered on the strength of its 100% subsidiary. However, the parent/ subsidiary company of the Bidder should on its own meet the experience as stipulated in the BRC and should not rely for meeting the experience criteria on its sister subsidiary/ co-subsidiary company or through any other arrangement like Technical Collaboration agreement. In that case as the subsidiary company is dependent upon the experience of the parent company or vice-versa with a view to ensure commitment and involvement of the parent/ subsidiary company for successful execution of the contract, the participating bidder should enclose an Agreement (as per format enclosed as PROFORMA-J in PART-4 of the bid document) between the parent and the subsidiary company or vice-versa and Parent/ Subsidiary Guarantee (as per format enclosed as PROFORMA-K in PART-4 of the bid document) from the parent/ subsidiary company to OIL for fulfilling the obligation under the Agreement, alongwith the technical bid.

## **2.10 Eligibility criteria in case bid is submitted on the basis of experience of sister subsidiary/ co-subsidiary company:**

Offers of those bidders who themselves do not meet the experience criteria as stipulated in Clause Nos. 2.1 & 2.3 can also be considered based on the experience criteria of their sister subsidiary/ co-subsidiary company within the ultimate parent/ holding company subject to meeting of the following conditions:

- i. Provided that the sister subsidiary/ co-subsidiary company and the bidding company are both 100% subsidiaries of an ultimate parent/holding company either directly or through intermediate 100% subsidiaries of the ultimate parent/ holding company or through any other 100% subsidiary company within the ultimate/holding parent company. Documentary evidence to this effect to be submitted by the ultimate parent/ holding company along with the techno-commercial bid.
- ii. Provided that the sister subsidiary/ co-subsidiary company on its own meets and not through any other arrangement like Technical Collaboration agreement meets the experience criteria stipulated in the BRC.
- iii. In case of contracts involving multifarious activities such as – (a) manufacturing/ supply (b) installation and commissioning (c) servicing and maintenance of any equipment, then in that case, the bidding company can draw on the experience of their multiple subsidiary sister company (ies) / co-subsidiary company (ies) specializing in each sphere of activity, i.e. (a) manufacturing/supply (b) installation and commissioning (c) servicing and maintenance. However, all the sister subsidiary company (ies)/ co-subsidiary company(ies) and the bidding company should be 100% subsidiary company(ies) of an ultimate parent/ holding company either directly or through intermediate 100% subsidiaries of the ultimate parent/ holding company or through any other 100% subsidiary company within the ultimate/ holding parent company. Documentary evidence to the effect that all the sister subsidiary company(ies) are 100% subsidiaries of the ultimate/ holding parent company should be submitted alongwith the technical bid.

Provided that with a view to ensure commitment and involvement of the ultimate parent/ holding company for successful execution of the contract, the participating bidder shall enclose an agreement (as per format enclosed as PROFORMA-L in PART-4 of the bid document) between them, their ultimate parent/ holding company and the sister subsidiary/ co-subsidiary company.

**3.0 MOBILISATION TIME:** The bidders must confirm their compliance in their “Technical” bid to complete the mobilization within 100 days (one hundred) from the date of issue of the Letter of award (LOA).

## **4.0 DOCUMENTS:**

- 4.1 Bidders must furnish documentary evidences as under alongwith their Technical Bids, in support of fulfilling all the above requirements:
  - (a) Equipment offered – The necessary technical details & literatures of the offered units.
  - (b) Vintage of the offered equipment as per Clause No. 1.1.1 above.
  - (c) Copies of relevant pages of Contracts & Completion Certificate issued by the clients as mentioned in clause 2.2
  - (d) Audited balance sheets and profit and loss accounts etc. for last 3(three) years in equivalent INR or US \$ as asked for in Clause Nos. 2.3 & 2.4 above.

- (e) MOU or legally acceptable documents (wherever applicable) in support of tie-up arrangement.

**B) COMMERCIAL – BID SUBMISSION**

- 1.0 The tender is invited under **SINGLE STAGE-TWO BID SYSTEM**. The bidder has to submit both the “**TECHNICAL**” and “**PRICE**” bid separately through electronic form in the OIL’s e-Tender portal within the Bid Closing Date and Time stipulated in the e-Tender. The Technical Bid is to be uploaded as per the Scope of Work & Technical Specification of the tender in “Technical RFx Response” tab and Price Bid in “Notes and Attachments” tab. Bids shall be rejected outright if the prices are indicated in the technical bids. Bids not conforming to this two bid system shall be rejected outright.

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

- 2.0 Bidder shall offer firm prices. Price quoted by the successful bidder must remain firm during the execution of the contract and not subject to variation on any account.
- 3.0 Bids with shorter validity will be rejected as being non-responsive.
- 4.0 During the Online submission of the bid, **a scanned copy of the Bid Security may be uploaded as a part of the Technical Bid**. The validity period and amount of Bid Security shall be as specified in the Forwarding Letter of the Bid Document. **The Original Bid Security should however be forwarded to office of the “General Manager (NEF), NEF Project, Oil India Limited, Duliajan- 786602, Assam” which should reach the said office on or before 14:00 Hrs(IST) on the bid closing date, otherwise Bid will be rejected.**
- 5.0 The Integrity Pact is applicable against this tender. OIL shall be entering into an Integrity Pact with the bidders as per format enclosed as PROFORMA-I in PART-4 of the bid document. This Integrity Pact Proforma has been duly signed digitally by OIL’s competent signatory.
- The Proforma has to be returned by the bidder (along with the Technical bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Any bid not accompanied by Integrity Pact Proforma duly signed (digitally) by the bidder shall be rejected straightway. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder’s authorized signatory who sign the Bid.
- 6.0 No bid can be submitted after the submission deadline is clocked. The system time displayed on e-procurement web page shall decide the submission deadline.
- 7.0 Bids received through the e-procurement portal shall only be accepted. Bids received in any other form shall not be accepted.
- 8.0 Bid should be submitted online up to 11:00 AM (IST) (Server Time) on the date as mentioned and will be opened on the same day at 02:00 PM (IST) at Office of the General Manager (NEF) in presence of authorized representatives of the bidders, who choose to attend.

- 9.0 The bid documents are non-transferable. Bid can only be submitted in the name of the bidder in whose name the User ID and Password have been issued. Unsolicited bids will not be considered and will be straightway rejected.
- 10.0 Bids shall be typed or written in indelible ink and shall be digitally signed by the bidder or his authorised representative.
- 11.0 Any physical documents wherever called for, submitted by bidders shall contain no interlineations, white fluid erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such correction shall be initialled by the person or persons who has/have digitally signed the Bid.
- 12.0 Any Bid containing false statement will be rejected.
- 13.0 Against this tender, either the Indian agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product.
- 13.1 If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item/product.
- 14.0 Conditional bids are liable to be rejected at the discretion of the Company.
- 15.0 Bidder must accept and comply with the following clauses as given in the Bid Document in toto failing which bid will be rejected –
- (i) Performance Guarantee Clause.
  - (ii) Force Majeure Clause.
  - (iii) Tax Liabilities Clause.
  - (iv) Arbitration Clause.
  - (v) Acceptance of Jurisdiction and Applicable Law Clause.
  - (vi) Liquidated damage and penalty clause.
  - (vii) Safety & Labour Law Clause.
  - (viii) Termination Clause.
  - (ix) Integrity Pact Clause.

**C) GENERAL:**

- 1.0 Bidders are advised not to take any exception/deviations to the bid document. In case bidder maintains exception/deviation to any clause of bidding documents including those covered under BRC/BEC, then such conditional /non-conforming bids shall not be considered and shall be rejected outright.
- 2.0 To ascertain the substantial responsiveness of the Bid the Company reserves the right to ask the bidder for clarification in respect of clauses covered under BRC also and **such clarifications fulfilling the BRC clauses in toto must be received on or before the deadline given by the Company, failing which the offer will be summarily rejected.**
- 3.0 If any of the clauses in the BRC contradict with other clauses of the Bid Document elsewhere, then the clauses in the BRC shall prevail.

## **II) BID EVALUATION CRITERIA (BEC):**

- 1.0 The bids conforming to the technical specifications, terms and conditions stipulated in the bidding document and considered to be responsive after subjecting to Bid Rejection Criteria will be considered for further evaluation as per the Bid Evaluation Criteria given below:
  - 2.0 If there is any discrepancy between the unit price and the total price, the unit price shall prevail and the total price shall be corrected accordingly. Similarly, if there is any discrepancy between words and figure, the amounts in words shall prevail and will be adopted for evaluation.
  - 3.0 For conversion of foreign currency into Indian currency for evaluation of Bids, B.C. selling (Market) rate declared by State Bank of India, one day prior to the date of priced bid opening shall be considered. However, if the time lag between the opening of the bids and final decision exceeds 3(three) months, then B.C. Selling(Market) rate of exchange declared by SBI on the date prior to the date of final decision shall be adopted for conversion and evaluation.
- Note: In case the Bidder imports the equipment against recommendatory letter from OIL to avail NIL rate of custom duty, the bidder has to re-export all the equipment after completion of the contract. The bidder will be fully responsible to pay the customs duty in case the units are taken by the Contractor to area where NIL customs duty benefit is not applicable.
- 4.0 The bidders must quote their charges / rates in the manner as called for vide "Schedule of Rates" under Section-IV in PART-3 and the summarized price bid format vide Proforma- B uploaded in the "Notes & Attachments" Tab.
  - 5.0 To ascertain the inter-se-ranking, the comparison of the responsive bids will be made subject to loading for any deviation. Commercial Bids shall be evaluated taking into account the rates quoted in the Price Bid Format (Proforma-B) by taking into account the summation.

### **i.e. TOTAL CONTRACT VALUE =**

- 10K SURFACE PRODUCTION TESTING SERVICE PACKAGE CHARGES "**AA**"
- + WELL ACTIVATION / STIMULATION / KILLING SERVICES CHARGES (USING CTU & NPU) "**BB**"
- + CONSUMABLES: WELL ACTIVATION SERVICE CHARGES (USING NPU) "**BBA**"
- + TUBING CONVEYED PERFORATION SERVICE PACKAGE CHARGES "**CC**"
- + SLICKLINE SERVICE CHARGES (FOR BOTTOM-HOLE SINGLE PHASE PVT SAMPLING & BHP-BHT MEASUREMENT & ANALYSIS SERVICES) "**DD**"
- + PERSSONNEL CHARGES "**EE**"

### **Note:**

The Mobilization charge should not be more than 10% of the total contract value. In the event of the bidder quoting Mobilization charge above 10% of the total contract value, only 10% of the contract value will be paid after successful completion of the mobilization and the remaining amount will be paid after successful completion of the contract.



## **PART - 3**

### **SECTION - I**

#### **GENERAL CONDITIONS OF CONTRACT**

##### **1.0 DEFINITIONS:**

In the contract, the following terms shall be interpreted as respectively assigned below:

- (a) "**Affiliate**" as applied to Company, its Co-venture's, Participants, Contractor, sub-contractor shall mean in relation to any company, at any time, any other entity (a) in which such company directly or indirectly controls more than 50% (fifty percent) of the registered capital or rights to vote or (b) which directly or indirectly controls more than fifty per cent (50%) of the registered capital or rights to vote of such company; or (c) of which an entity as mentioned in (b) above, controls directly or indirectly more than fifty percent (50%) of the registered capital or the rights to vote and shall include a subsidiary or a holding company of any tier of the aforementioned;
- (b) "**Approval**" as it relates to Company, means written approval;
- (c) "**Company**" or "**OIL**" means Oil India Limited;
- (d) "**Company's items**" means the equipment, materials and services, which are to be provided by Company at the expense of Company and listed in the Contract;
- (e) "**Company's Personnel**" mean the personnel to be provided by OIL or OIL's contractor (other than the Contractor executing this Contract). The company representatives of OIL and Consultant deployed by OIL for supervision of operations are also included in the Company's personnel;
- (f) "**Contract**" means agreement entered into between Company and Contractor, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;
- (g) "**Contractor**" means the individual or firm or Body incorporated performing the work under this Contract;
- (h) "**Contractor's items**" means the equipment, materials and services, which are to be provided by Contractor or to be provided by Company at the expense of the Contractor, which are listed in Section-II under Terms of Reference and Technical Specifications;
- (i) "**Contractor's Personnel**" means the personnel to be provided by the Contractor from time to time to provide services as per the contract;
- (j) "**Day**" means a calendar day of twenty-four (24) consecutive hours beginning at 06:00 hrs. and ending at 06:00 hrs;

- (k) **“Party”** shall mean either the Company or Contractor as the context so permits and, as expressed in the plural, shall mean the Company and Contractor collectively;
- (l) **“Site”** means the land and other places, on/under/ in or through which the works are to be executed by the Contractor and any other land and places provided by the Company for working space or any other purpose as designated hereinafter as forming part of the Site;
- (m) **“Work”** means each and every activity required for the successful performance of the services described in Section-II (PART-3).
- (n) **“Gross Negligence”** means: any act or failure to act (whether sole, joint or concurrent) by a person or entity which was intended to cause, or which was in reckless disregard of or wanton indifference to, avoidable and harmful consequences such person or entity knew, or should have known, would result from such act or failure to act. Notwithstanding the foregoing, Gross negligence shall not include any action taken in good faith for the safeguard of life or property.
- (o) **“Drilling Rig”** shall mean the Onshore drilling rig and associated equipment.
- (p) **“TCP”** shall mean Tubing Conveyed Perforation.
- (q) **“SPT”** shall mean Surface Production Testing.
- (r) **“BHP”** shall mean Bottom Hole Pressure.

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

2.1 **EFFECTIVE DATE OF CONTRACT:** The Contract shall become effective as of the date company notifies the Contractor in writing that it has been awarded the Contract. This date of issuance of Letter of Award (LOA) by the Company will be the Effective Date of Contract.

2.2 **MOBILISATION TIME OF CONTRACT:** The mobilization of Equipment & Tools, accessories, consumables and personnel, as specified in this Contract, should be completed by Contractor within the time period as specified in Section-II i.e., “Terms of Reference and Technical Specifications” as well as in Section-III i.e., “Special Conditions of Contract” hereunder. Mobilization shall be deemed to be completed when Contractor’s item and Personnel are placed at the nominated location in readiness to commence Work as envisaged under the Contract and duly certified by the Company’s representative and satisfying the undernoted points.

Upon mobilization to company’s designated well site the Contractor shall issue a Notice of Readiness for Inspection to the Company.

Company shall inspect the Contractor’s Equipment within seven (7) days of receipt of Contractor’s Notice of Readiness for Inspection.

If the Company fails to inspect the Contractor’s Equipment within seven (7) days from the receipt of Notice of Readiness for Inspection, the Contractor’s Equipment shall be deemed to be mobilized.

But, in case inspection is carried out after expiry of seven (7) days and deficiencies found in mobilization, then mobilization will be deemed to be completed only after the deficiencies are removed.

- 2.3 **COMMENCEMENT DATE OF THE CONTRACT:** The date on which the mobilization is completed in all respects shall be treated as date of commencement of Contract. The Commencement Date of the Contract will be reckoned from the day mobilization is completed as defined under Clause No. 2.2 above.
- 2.4 **DURATION / COMPLETION OF CONTRACT:** The Contract shall be in force until the completion of Well Test Operations of 2 firm exploratory wells, expected to be completed in 1 (One) year. The Company shall have an option to extend the contract for a further period of maximum 1 (One) year at the same rates, terms and conditions. The terms and conditions shall stand extended automatically until the completion / abandonment of the last well being tested at the time of the end of the Contract. The duration of Contract, to be reckoned from the commencement date as defined in Clause 2.3 above, shall be till the date of completion of well testing operation in the well and/ or upon issue of demobilization notice by Company.
- 2.5 **Firm Price:** The rates payable under this contract shall remain firm the duration of contract including the extension period, if any. Contractor will be entitled to the applicable rates as defined in Section-IV 'Schedule of Rates' hereunder. These rates are payable when the required condition has existed for a full 24 hours period. If the required condition existed for less than 24 hours then payments shall be made on pro-rata basis upto the nearest hour.
- 3.0 **GENERAL OBLIGATIONS OF CONTRACTOR:** Contractor shall, in accordance with and subject to the terms and conditions of this Contract:
- 3.1 Provide Contractor's items and personnel necessary to perform the services under the Contract as specified in this document. Contractor shall be liable to obtain any permits or licenses required for Contractor's Personnel and the use of Contractor's Items.
- 3.2 Arrange and be responsible for the maintenance and repair of all Contractors' items and will provide all spare parts, materials, consumables etc. during the entire period of the Contract at its own cost.
- 3.3 Perform the work described in Section-II herein (Scope of Work/Terms of Reference) in most economic and cost effective way.
- 3.4 Except as otherwise provided in the Terms of Reference and the special Conditions of the contract, provide all manpower as required to perform the Work.
- 3.5 Perform all other obligations, work and services which are required by the terms of this Contract or which reasonably can be implied from such terms as being necessary for the successful and timely completion of the Work.
- 3.6 Contractor shall be deemed to have satisfied himself before submitting their bid as to the correctness and sufficiency of its bid for the services required and of the rates and prices quoted, which rates and prices shall, except insofar as otherwise provided, cover all its obligations under the Contract.

- 3.7 Contractor shall give or provide all necessary supervision during the performance of the services and as long thereafter within the warranty period as Company may consider necessary for the proper fulfilling of Contractor's obligations under the contract.
- 3.8 Take all measures necessary to protect the personnel, Work and facilities; and observe all safety regulations in accordance with acceptable oilfield practice and applicable Indian Laws such as Mines safety rules etc. Contractor shall take all measures reasonably necessary to provide safe working conditions and shall exercise due care & caution in preventing fire, explosion and blow out.
- 3.9 Contractor's shall designate one of its personnel at the Site as Contractor's representative, who shall be in charge of Contractor's personnel and who shall have full authority to resolve day to day Work issues which arise between Company and Contractor.
- 3.10 Contractor shall supervise its personnel at the Site so as to ensure prompt and efficient completion of Work and strict discipline among its personnel. Contractor's personnel shall abide by all reasonable rules and regulations governing the Work promulgated by Company and notified in writing to Contractor.
- 4.0 **GENERAL OBLIGATIONS OF THE COMPANY:** Company shall, in accordance with and subject to the terms and conditions of this contract:
- 4.1 Pay Contractor in accordance with terms and conditions of the Contract.
- 4.2 Allow Contractor access, subject to normal security and safety procedures, to all areas as required for orderly performance of the work.
- 4.3 Perform all other obligations required of Company by the terms of this Contract.
- 5.0 **PERSONNEL TO BE DEPLOYED BY THE CONTRACTOR:**
- 5.1 Contractor warrants that it shall provide competent, qualified and sufficiently experienced personnel as specified in the 'Terms of Reference and Technical Specifications' to perform the Work correctly and efficiently.
- 5.2 The Contractor should ensure that their personnel observe applicable Company's and statutory safety requirement. Upon Company's written request, Contractor, entirely at its own expense, shall remove immediately; any personnel of the Contractor determined by the Company to be unsuitable and shall promptly replace such personnel with personnel acceptable to the Company.
- 5.3 Company shall provide only boarding & lodging facility at site for Contractor's personnel. However, the Contractor shall be solely responsible throughout the period of the Contract for providing all other requirements of their personnel including but not limited to, their remuneration, transportation to & fro from Site, en-route/ local boarding, lodging & medical attention etc. Company shall have no responsibility or liability in this regard.
- 5.4 Contractor's key personnel shall be fluent in English language (both writing and speaking).
- 5.5 Contractor's personnel shall abide by all reasonable rules and regulations governing the Work promulgated by Company and notified in writing to Contractor.

5.6 The Contractor's shall designate one of its personnel at the Operating Area as Contractor's representative, who shall be in charge of Contractor's personnel and who shall have full authority to resolve day to day Work issues which arise between Company and Contractor.

5.7 Contractor's personnel shall have access to the medical assistance as may be available to Company's employees at the drilling site, provided that Company shall bear no responsibility and that Contractor shall bear all costs in relation therewith. In the event of emergency at a drilling site requiring hospital treatment of Contractor's personnel, Company shall secure transportation of said personnel to the nearest hospital, provided that Company shall bear no responsibility.

6.0 **WARRANTY AND REMEDY OF DEFECTS:**

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

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

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

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

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

7.3 Any document supplied to the Contractor in relation to the contract other than the Contract itself remain the property of Company and shall be returned (in all copies) to Company on completion of Contractor's performance under the Contract if so required by Company. All information obtained by Contractor in the conduct of operations (excluding data or information related to the performance of Contractor's personnel, materials and/or equipment) and the information/maps provided to the Contractor shall be considered confidential and shall not be divulged by Contractor or its employees to anyone other than the Company's personnel. This obligation of Contractor shall be in force even after the termination of the Contract.

- 7.4 However, the above obligation shall not extend to information which
- i) is, at the time of disclosure, known to the public; or
  - ii) lawfully becomes at a later date known to the public through no fault of Contractor; or
  - iii) is lawfully possessed by Contractor before receipt thereof from Company; or
  - iv) is disclosed to Contractor in good faith by a third party who has an independent right to such information; or
  - v) is developed by Contractor independently of the information disclosed by Company; or
  - vi) Contractor is required to produce before competent authorities or by court order.

#### 8.0 **TAXES & DUTIES:**

- 8.1 Tax levied on Contractor as per the provisions of Indian Income Tax Act and any other enactment/ rules on income derived/ payments received under the Contract will be on Contractor's account.
- 8.2 Contractor shall be responsible for payment of personal taxes, if any, for all the personnel deployed in India by Contractor.
- 8.3 The Contractor shall furnish to the Company, if and when called upon to do so, relevant statement of accounts or any other information pertaining to work done under the Contract for submitting the same to the Tax authorities, on specific request from them. Contractor shall be responsible for preparing and filing the return of income etc. within the prescribed time limit to the appropriate authority.
- 8.4 Prior to start of operations under the contract, the Contractor shall furnish the Company with the necessary documents, as asked for by the Company and/ or any other information pertaining to the Contract, which may be required to be submitted to the Income Tax authorities at the time of obtaining "No Objection Certificate" for releasing payments to the Contractor.
- 8.5 Corporate income tax will be deducted at source from the invoice at the specified rate of income tax as per the provisions of Indian Income Tax Act as may be in force from time to time and Company will issue such deduction certificate to Contractor.
- 8.6 Corporate and personal taxes on contractor shall be the liability of the Contractor and the Company shall not assume any responsibility on this account.
- 8.7 All local taxes, levies and duties, sales tax, Value Added Tax, octroi, entry tax etc. on purchases and sales made by Contractor shall be borne by the contractor.
- 8.8 **Service Tax:** Service Tax, as applicable, on the payments against this Contract shall be extra to Company account. However, liability for payment of the service tax in case of Indian bidder and overseas bidders having offices in India will lie on the Contractor, else in case of foreign bidders, the liability shall lie on the Company.

## 8.9 **Customs Duty:**

- (a) Company shall use the Services under this Contract in the PEL/ML/NELP areas for which licenses have been renewed/issued to Company after 1.4.1999 and therefore, in terms of prevalent customs Notification, goods specified in List-12 imported in connection with petroleum operations under this Contract would attract zero customs duty. Company will issue Recommendatory Letter (RL) to Directorate General of Hydrocarbons (DGH), Ministry of Petroleum & Natural Gas, as per Government guidelines for issuance of Essentiality Certificate (EC), to enable the Contractor to import goods at concessional (Nil) customs duty so as to provide the services under this Contract.
- (b) Contractor has to provide the list of items to be imported by them under the Contract in the format specified in Proforma-A for issuance of Recommendatory Letter (RL). The Contractor shall make written request to Company immediately after shipment of the goods indicated by them in Proforma-A, alongwith the Invoices and all shipping documents (with clear 15 working days' notice) for issuance of the RL. OIL shall issue the RL provided all the documents submitted by the Contractor are found in order. However, it shall be Contractor's responsibility to obtain EC from DGH and clear the goods through customs at its own cost. OIL shall not be liable in whatsoever manner for the rejection of their claims for zero customs duty by any of the authorities including DGH. The Contractor shall indemnify OIL from all liabilities of Customs Duty.
- (c) In the event customs duty becomes leviable during the course of Contract, arising out of a change in the policy of the Government, Company shall reimburse the customs duty paid by Contractor on production of documentary proof evidencing payment of customs duty on Contractor's items as provided in Proforma-A or the actuals whichever is less.
- (d) Company's obligation for Customs Duty payment shall be limited/ restricted to the duty tariff rates as assessed by the Customs on the day of clearance or as on the last day of the stipulated mobilization period. In case of clearance thereafter, the CIF value of items in Proforma-A will be frozen as on the last day of Mobilization period and any increase in Customs Duty on account of increase in duty tariff will be to the Contractor's account.
- (e) Furthermore, in case the above CIF value is not acceptable to assessing Customs Officer and as a result if any excess Customs Duty becomes payable, it shall be to Contractor's account.
- (f) The Contractor shall arrange clearance of such items from Customs and port authorities and shall pay all requisite demurrages, if any, clearance fees/ charges, port fees, clearing and forwarding agent fees/ charges, inland transport charges etc. Company shall provide all assistance by issuance of necessary letter of authority or other relevant documents and necessary help.
- (g) The Contractor must ensure that the spares and consumables imported by them for providing the services under Contract are used only in executing their job under this Contract in the PEL/ ML areas of Company for which EC has been obtained. Contractor shall furnish to Company a certificate as and when the spares and consumables are used/consumed certifying that the spares and the consumables imported by them have been consumed in those PEL/ ML areas under the Contract for which ECs were obtained by them. Contractor shall furnish an Undertaking similar to that being furnished by Company to Customs of suitable amount before issue of the Recommendatory Letter.

9.0 **INSURANCE:**

- 9.1 The Contractor shall arrange insurance to cover all risks in respect of their personnel, materials and equipment belonging to the Contractor or its subcontractor during the currency of the Contract.
- 9.2 Contractor shall at all time during the currency of the Contract provide, pay for and maintain the following insurances amongst others:
- a) Workmen compensation insurance as required by the laws of the country of origin of the employee.
  - b) Employer's Liability Insurance as required by law in the country of origin of employee.
  - c) Comprehensive general liability insurance covering liabilities including contractual liability for bodily injury, including death of persons, and liabilities for damage of property. This insurance must cover all operations of Contractor required to fulfil the provisions under this Contract.
  - d) Contractor's equipment used for execution of the Work hereunder shall have an insurance cover with a suitable limit (as per international standards) or Contractor should self-insure all its equipment.
  - e) Automobile Public Liability Insurance covering owned, non-owned and hired automobiles used in the performance of the work hereunder, with bodily injury limits and property damage limits shall be governed by Indian Insurance regulations.
  - f) Public Liability Insurance as required under Public Liability Insurance Act 1991.
- 9.3 Contractor shall obtain additional insurance or revise the limits of existing insurance as per Company's request in which case additional cost shall be to Company's account.
- 9.4 Any deductible set forth in any of the above insurance shall be borne by Contractor.
- 9.5 Contractor shall furnish to Company prior to commencement date, certificates of all its insurance policies covering the risks mentioned above.
- 9.6 If any of the above policies expire or are cancelled during the term of this Contract and Contractor fails for any reason to renew such policies, then the Company will renew/ replace same and charge the cost thereof to Contractor. Should there be a lapse in any insurance required to be carried by Contractor for any reason whatsoever, loss/ damage claims resulting there from shall be to the sole account of Contractor.
- 9.7 Contractor shall require all of their sub-contractor to provide such of the foregoing insurance coverage as Contractor is obliged to provide under this Contract and inform the Company about the coverage prior to the commencement of agreements with its sub-contractors.
- 9.8 All insurance taken out by Contractor or their sub-contractor shall be endorsed to provide that the underwriters waive their rights of recourse on the Company and its Affiliates, its Co-venturers and their Affiliates.

10.0 **CHANGES:**

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

10.2 If any change result in an increase in compensation due to Contractor or in a credit due to Company, Contractor shall submit to Company an estimate of the amount of such compensation or credit in a form prescribed by Company. Such estimates shall be based on the rates shown in the Schedule of Rates (Section-III). Upon review of Contractor's estimate, Company shall establish and set forth in the Change Order the amount of the compensation or credit for the change or a basis for determining a reasonable compensation or credit for the change. If Contractor disagrees with compensation or credit set forth in the Change Order, Contractor shall nevertheless perform the Work as changed, and the parties will resolve the dispute in accordance with Clause 13.0 hereunder. Contractor's performance of the work as changed will not prejudice Contractor's request for additional compensation for work performed under the Change Order.

11.0 **FORCE MAJEURE:**

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

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

11.3 Should "Force Majeure" condition as stated above occurs and should the same be notified within seventy two (72) hours after its occurrence the "**Force Majeure Rate**" shall apply for the first 10 (ten) days. Either party will have the right to terminate the Contract if such "Force Majeure" conditions continue beyond 10 (ten) days with prior written notice. Should neither party decide to terminate the Contract even under such condition, no payment would apply after expiry of 10 (ten) days force majeure period unless otherwise agreed to.

12.0 **TERMINATION:**

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

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

- 12.3 **TERMINATION ON ACCOUNT OF INSOLVENCY:** In the event that the Contractor at any time during the term of the Contract, becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt, then the Company shall, by a notice in writing have the right to terminate the Contract and all the Contractor's rights and privileges hereunder, shall stand terminated forthwith.
- 12.4 **TERMINATION FOR UNSATISFACTORY PERFORMANCE:** If the Company considers that, the performance of the Contractor is unsatisfactory, or not upto the expected standard, the Company shall notify the Contractor in writing and specify in details the cause of the dissatisfaction. The Contractor, within a period of seven (7) days after such notice, shall proceed diligently to remedy Company's dissatisfaction and the matter(s) complained of, failing which Company shall have the option to terminate the Contract by giving 15 days notice in writing to the Contractor.
- 12.5 **TERMINATION DUE TO CHANGE OF OWNERSHIP & ASSIGNMENT:** In case the Contractor's rights and / or obligations under the Contract and/or the Contractor's rights, title and interest to the equipment/material, are transferred or assigned without the Company's consent, the Company may at its absolute discretion, terminate the Contract.
- 12.6 If at any time during the term of the Contract, breakdown of Contractor's equipment results in Contractor being unable to perform their obligations hereunder for a period of 15 (fifteen) successive days, Company at its option may terminate this Contract in its entirety without any further right or obligation on the part of the Company except for the payment of money then due. No notice shall be served by the Company under the condition stated above.
- 12.7 Notwithstanding any provisions herein to the contrary, the Contract may be terminated at any time by the Company on giving 30 (thirty) days written notice to the Contractor due to any other reason not covered under the above clause from 12.1 to 12.6 and in the event of such termination the Company shall not be liable to pay any cost or damage to the Contractor except for payment for services as per the Contract upto the date of termination.
- 12.8 **CONSEQUENCES OF TERMINATION:** In all cases of termination herein set forth, the obligation of the Company to pay for Services as per the Contract shall be limited to the period upto the date of termination. Notwithstanding the termination of the Contract, the parties shall continue to be bound by the provisions of the Contract that reasonably require some action or forbearance after such termination.
- 12.9 In the event of termination under Clause 12.3 to 12.6, no demobilization charges will be due to the Contractor. Further, demobilization charges will also not be payable under Clause 12.7 if termination is due to Contractor's default.
- 12.10 Upon termination of the Contract, Contractor shall return to Company all of Company's items, which are at the time in Contractor's possession.
- 12.11 In the event of termination of Contract, Company will issue Notice of termination of the Contract specifying date or event after which the Contract will be terminated. The Contract shall then stand terminated and the Contractor shall demobilize their equipment, personnel & materials.

13.0 **SETTLEMENT OF DISPUTES AND ARBITRATION:** All disputes or differences whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of this Contract or the breach thereof shall be settled by arbitration in accordance with the Rules of Indian Arbitration and Conciliation Act, 1996. The Arbitration should be conducted by a panel of 3 (three) Arbitrators, where each party shall appoint one Arbitrator and such Arbitrators should mutually select and appoint the third and Presiding Arbitrator. If any party fails to appoint an Arbitrator within 30 (thirty) days of being notified to do so by the other Party or if the two Party appointed Arbitrators fail to agree on the third Arbitrator, the Parties shall be at liberty to seek appointment of Arbitrator in accordance with the Arbitration and Conciliation Act, 1996 by a petition before a Court having jurisdiction. The venue of arbitration will be Dibrugarh, Assam/ New Delhi. The award made in pursuance thereof shall be binding on the parties.

14.0 **NOTICES:**

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

**Company**

**Contractor**

General Manager (NEF)  
NEF-Project  
OIL INDIA LIMITED  
Duliajan, Dibrugarh.  
Assam- 786602

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

15.0 **SUBCONTRACTING/ASSIGNMENT:** Contractor shall not subcontract, transfer or assign the Contract, or any part under this Contract, to any third party(ies) except with Company's prior written approval. Except for the main scope of work/ services under this Contract, Contractor may sub-contract the petty support services subject to Company's prior approval. However, Contractor shall be fully responsible for complete execution and performance of the services under the Contract.

16.0 **MISCELLANEOUS PROVISIONS:**

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

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

- 16.3 During the tenure of the Contract, Contractor shall keep the Site where the services are being performed reasonably free from all unnecessary obstruction and shall store or dispose of any equipment and surplus materials and clear away and remove from the Site any wreckage, rubbish or temporary works no longer required. On the completion of the services, Contractor shall clear away and remove from the Site any surplus materials or rubbish of every kind and leave the whole of the Site clean and in workmanlike condition to the satisfaction of the Company.
- 16.4 Key personnel cannot be changed during the tenure of the Contract except due to sickness/death/resignation of the personnel in which case the replaced person should have equal experience and qualification, which will be again subject to approval by the Company.
- 16.5 **ASSOCIATION OF COMPANY'S PERSONNEL:** Company's personnel will be associated with the work throughout the operations, who shall at all times have complete access to the Site for the purpose of observing inspection or supervising the work performed by Contractor.
- 16.6 **LABOUR:** The recruitment of the labour shall be met from the areas of operation and wages will be according to the rates prevalent at the time which can be obtained from the District Authorities of the area. The facilities to be given to the labourers should conform to the provisions of labour laws as per contract Labour (Regulation and Abolition) Act.
- 17.0 **LIQUIDATED DAMAGES FOR DEFAULT IN TIMELY MOBILISATION:**
- 17.1 Time is the essence of this Contract. In the event of the Contractor's default in timely mobilization for commencement of operations within the period stipulated in Clause 2.0 of "Section-III" in PART-3, the Contractor shall be liable to pay liquidated damages at the rate of 0.5% (half percent) of total Contract value (including mobilization cost) per week or part thereof of delay subject to maximum of 7.5% (seven and half percent) of total Contract value (including mobilization cost). Liquidated Damages will be reckoned from the date after expiry of the scheduled mobilization period till the date of commencement of Contract as defined in Clause No. 2.3 of 'Section-I' herein above.
- 17.2 The Company also reserves the right to cancel the Contract without any compensation whatsoever in case of failure to mobilize and commence operation within the stipulated period.
- 18.0 **PERFORMANCE SECURITY:** The Contractor shall furnish a Bank Guarantee/LC to Company for 7.5% of total evaluated contract value, valid till 6 months beyond the Contract Expiry, towards Performance Security. The performance security shall be forfeited by Company, if Contractor fails to fulfill its obligations under the Contract or in respect of any amount due from the Contractor to the Company. In the event of any extension of the Contract period, Bank Guarantee should be extended by the period equivalent to the extended period of the contract. The bank guarantee will be discharged by Company not later than 30 days following its expiry.
- 19.0 **PAYMENTS, MANNER OF PAYMENT, RATES OF PAYMENT, SET-OFF:**
- 19.1 The Company shall pay to the Contractor, during the term of the contract, the amount due from time to time calculated according to the rates of payment set and in accordance with other provisions hereof. No other payments shall be due from Company unless specifically provided for in this contract. All payments will be made in accordance with the terms hereinafter described.

- 19.2 **Manner of Payment:** All payments due by Company to Contractor hereunder shall be made at the Contractor's designated bank with Reserve Bank of India (RBI)'s approval, if applicable. Bank charges, if any, will be on account of the Contractor.
- 19.3 Payment of any invoices shall not prejudice the right of the Company to question the validity of any charges therein, provided the Company within two year after the date of payment shall make and deliver to the Contractor within notice of objection to any item or items, the validity of which the Company questions.
- 19.4 **Invoices:** Mobilization charges shall be invoiced only upon completion of mobilization when the entire equipment, chemicals and personnel are ready at site for starting the job as certified by Company representative. Payment of mobilization charges shall be made within 45 days following the date of receipt of undisputed invoices by Company.
- 19.5 The Contractor will submit three (3) sets of all invoices to the Company for processing of payment. Separate invoices for the charges payable under the Contract shall be submitted by the Contractor for foreign currency and Indian currency. Contractor shall provide break-up of cost of goods and cost of services in the invoice.
- 19.6 Contractor shall send monthly invoice to Company on the day following the end of each month for all daily or monthly charges due to the Contractor.
- 19.7 Payment of monthly invoices, if undisputed shall be made within 30 (thirty) days following the date of receipt of invoice by Company excepting for the first two (2) monthly invoices where some delay (upto one month) may occur.
- 19.8 The Company shall within 20 (twenty) days of receipt of the invoice notify the Contractor of any item under dispute, specifying the reason there of, 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 on or before the due date. This will not prejudice the Company's right to question the validity of the payment at a later date as envisaged in Para 19.3 above.
- 19.9 The acceptance by the Contractor of part payment on any billing not paid on or before the due date shall not be deemed a waiver of Contractor's rights in respect of any other billing, the payment of which may then or thereafter be due.
- 19.10 The Contractor shall maintain complete and correct records of all information on which Contractor's invoices are based upto 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.
- 19.11 Pursuant to Clause 29.0, payment of demobilization charges shall be made when applicable within 45 days following receipt of invoice by Company accompanied by the following documents from the Contractor:
- a) Proof of re-export of all items (excepting which are consumed during the Contract period) and also cancellation of re-export bond if any.
  - b) Any other documents as required by applicable Indian Laws.

In case, no demobilization charges are payable, the documents mentioned above will have to be submitted by the Contractor before release of the final payment by the Company.

- 19.12 **SET-OFF:** Any sum of money due and payable to the Contractor (including Performance Security refundable to them) under this or any other Contract may be appropriated by OIL and set-off against any claim of OIL (or such other person or persons contracting through OIL) for payment of a sum of money arising out of this Contract or under any other contract made by the Contractor with OIL (or such other person or persons contracting through OIL).
- 19.13 **SUBSEQUENTLY ENACTED LAWS:** Subsequent to the date of bid submission, if there is a change in or enactment of any law or interpretation of existing law, which results in addition/reduction in cost to Contractor on account of tax liabilities under the Contract, the Company/ Contractor shall reimburse the Contractor/pay Company for such additional / reduced costs actually incurred/ saved by Contractor, subject to the submission of documentary evidence by Contractor/ Company.
- 19.14 **RATE OF PAYMENT:** Company shall make payments to the Contractor as per the quoted rates as referred to in Section-III of PART-3 i.e., "Schedule of Rates", subject to full and proper fulfillment of obligations by the Contractor.
- 19.15 **WITHHOLDING:** The Company may withhold or nullify the whole or any part of the amount due to the Contractor, after informing the Contractor of the reasons in writing, on account of subsequently discovered evidence in order to protect the Company from loss on account of :-
- a) For non-completion of jobs assigned as per Section-II i.e., 'Terms of Reference and Technical Specifications'.
  - b) Contractor's indebtedness arising out of execution of this Contract. If, during the progress of the work Contractor shall allow any indebtedness to accrue for which Company, under any circumstances in the opinion of Company may be primarily or contingently liable or ultimately responsible and Contractor shall, within five days after demand is made by Company, fail to pay and discharge such indebtedness, then Company may during the period for which such indebtedness shall remain unpaid, with-hold from the amounts due to Contractor, a sum equal to the amount of such unpaid indebtedness.
  - c) Defective work not remedied by Contractor.
  - d) Claims by sub-contractor of Contractor or other field or on the basis of reasonable evidence indicating probable filing of such claims against Contractor.
  - e) Failure of Contractor to pay or provide for the payment of salaries/ wages, contributions, unemployment compensation, taxes or enforced savings withheld from wages etc.
  - f) Failure of Contractor to pay the cost of removal of unnecessary debris, materials, tools, or machinery.
  - g) All claims against Contractor for damages and injuries, and/or for non-payment of bills etc.
  - h) Any failure by Contractor to fully reimburse Company under any of the indemnification provisions of the Contract.

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

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

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

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.

## **20.0 LIABILITY:**

- 20.1 Except as otherwise expressly provided, neither Company nor its co-leases, its servants, agents, nominees, contractors, or sub-contractors shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss of or damage to the property of the Contractor and/or their contractors or sub-contractors, irrespective of how such loss or damage is caused and even if caused by the negligence of Company and/or its servants, agent, nominees, assignees, contractors and sub-contractors. The Contractor shall protect, defend, indemnify and hold harmless Company from and against such loss or damage and any suit, claim or expense resulting therefrom.
- 20.2 Neither Company nor its co-leases, its servants, agents, nominees, assignees, contractors, sub-contractors shall have any liability or responsibility whatsoever for injury to, illness, or death of any employee of the Contractor and/or of its contractors or sub-contractor irrespective of how such injury, illness or death is caused and even if caused by the negligence of Company and/or its servants, agents nominees, assignees, contractors and sub-contractors. Contractor shall protect, defend, indemnify and hold harmless Company from and against such liabilities and any suit, claim or expense resulting therefrom.
- 20.3 The Contractor hereby agrees to waive its right to recourse and further agrees to cause their underwriters to waive their right of subrogation against Company and/or its co-leases, underwrites, servants, agents, nominees, assignees, contractors and sub-contractors for loss or damage to the equipment of the Contractor and/or its sub-contractors when such loss or damage or liabilities arises out of or in connection with the performance of the Contract.
- 20.4 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 co-leases, its underwriters, servants, agents, nominees, assignees, contractors and sub-contractors for injury to, illness or death of any employee of the Contractor and of its contractors, sub-contractors and/or their employees when such injury, illness or death arises out of or in connection with the performance of the Contract.

- 20.5 Except as otherwise expressly provided, neither Contractor nor its servants, agents, nominees, contractors or sub-contractors shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss or damage to the property of the Company and/or its affiliates or co-ventures, their contractors or sub-contractors, irrespective of how such loss or damage is caused and even if caused by the negligence of Contractor and/or its servants, agents, nominees, assignees, contractors and sub-contractors. The Company shall protect, defend, indemnify and hold harmless Contractor from and against such loss or damage and any suit, claim or expense resulting therefrom.
- 20.6 Neither Contractor nor its servants, agents, nominees, assignees, Contractors, sub-contractors shall have any liability or responsibility whatsoever to whomsoever or injury or illness, or death of any employee of the Company and/or its affiliates or co-ventures, its contractors or sub-contractors irrespective of how such injury, illness or death is caused and even if caused by the negligence of Contractor and/or its servants, agents, nominees, assignees, contractors and sub-contractors. Company shall protect, defend indemnify and hold harmless Contractor from and against such liabilities and any suit, claim or expense resulting there from.
- 20.7 The Company agrees to waive its right of recourse and further agrees to cause its underwriters to waive their right of subrogation against Contractor and /or its underwriters, servants, agents, nominees, assignees, contractors and sub-contractors for loss or damage to the equipment of Company and/or its contractors or sub-contractors when such loss or damage or liabilities arises out of or in connection with the performance of the Contract.
- 20.8 The Company hereby further agrees to waive its right of recourse and agrees to cause its underwriters to waive their right of subrogation against Contractor and/or its underwriters, servants, agents, nominees, assignees, contractors and sub-contractors for injury to, illness or death of any employee of the Company and of its contractors, sub-contractors and/or their employees when such injury, illness or death arises out of or in connection with the performance of the Contract.
- 21.0 **CONSEQUENTIAL DAMAGE:** Except as otherwise expressly provided, neither party shall be liable to the other for special, indirect or consequential damages resulting from or arising out of the contract, including but without limitation, to loss 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.
- 22.0 **WAIVERS AND AMENDMENTS:** It is fully understood and agreed that none of the terms and conditions of the Contract shall be deemed waived or amended by either party unless such waiver or amendment is executed in writing by the duly authorized representatives of such party. The failure of Company to execute any right of termination shall not act as a waiver or amendment of any right of Company provided hereunder.
- 23.0 **INDEMNITY AGREEMENT:**
- 23.1 Except as provided hereof Contractor agrees to protect, defend, indemnify and hold Company and its co-leases harmless from and against all claims, suits, demands and causes of action, liabilities, expenses, cost, liens and judgments of every kind and character, without limit, which may arise in favour of Contractor's employees, agents, contractors and sub-contractors or their employees on account of bodily injury or death of personnel, or damage to property as a result of the operations contemplated hereby, regardless of whether or not said claims, demands or causes of action arise out of the negligence or otherwise, in whole or in part or other faults.

- 23.2 Except as provided hereof Company agrees to protect, defend, indemnify and hold Contractor harmless from and against all claims, suits, demands and causes of action, liabilities, expenses, cost, liens and judgments of every kind and character, without limit, which may arise in favour of Company's and/or its affiliates or co-ventures employees, agents, contractors and sub-contractors or their employees on account of bodily injury or death of personnel, or damage to property as a result of the operations contemplated hereby, regardless of whether or not said claims, demands or causes of action arise out of the negligence or otherwise, in whole or in part or other faults.
- 24.0 **INDEMNITY APPLICATION:** The indemnities given herein above, whether given by Company or Contractor shall be without regard to fault or to the negligence of either party even though said loss, damage, liability, claim, demand, expense, cost or cause of action may be caused, occasioned by or contributed to by the negligence, either sole or concurrent of either party.
- 25.0 **ROYALTY AND PATENTS:** Each party shall hold the other harmless and indemnify from and against all claim and proceedings for or on account of any patent rights, design, trade mark or other protected rights arising from any use of materials, equipment, processes, inventions and methods which have not been imposed on the attending party by the terms of the Contract or the specifications or drawings forming part thereof.
- 26.0 **APPLICABLE LAW:**
- 26.1 The Contract shall be deemed to be a Contract made under, governed by and construed in accordance with the laws of India for the time being in force and shall be subject to the exclusive jurisdiction of Courts situated in Dibrugarh/ New Delhi.
- 26.2 The Contractor shall ensure full compliance of various Indian Laws and Statutory Regulations, to the extent applicable, as stated below, but not limited to, in force from time to time and obtain necessary permits/licenses etc. from appropriate authorities for conducting operations under the Contract:
- a) The Mines Act - as applicable to safety and employment conditions.
  - b) The Minimum Wages Act, 1948.
  - c) The Oil Mines Regulations, 1983.
  - d) The Workmen's Compensation Act, 1923.
  - e) The Payment of Wages Act, 1963
  - f) The Payment of Bonus Act, 1965
  - g) The Contract Labour (Regulation & Abolition) Act, 1970 and the rules framed thereunder
  - h) The Employees Pension Scheme, 1995
  - i) The Interstate Migrant Workmen Act., 1979 (Regulation of employment and conditions of service)
  - j) The Employees Provident Fund and Miscellaneous Provisions Act, 1952
  - k) Service Tax Act
  - l) Customs & Excise Act & Rules
  - m) Oil Industry Safety Directorate (OISD) guidelines.
  - n) Forest Conservation Act, 1980

- 26.3 The Contractor shall not make Company liable to reimburse the Contractor to the statutory increase in the wage rates of the contract labour appointed by the Contractor. Such statutory or any other increase in the wage rates of the contract labour shall be borne by the Contractor.
- 26.4 Any permission from the Mines Directorate in connection with working in excess of 8 (eight) hours per day shift pattern by the Contractor shall have to be arranged by the Contractor before commencement of the Contract, in consultation with the Company. Moreover, since the Contractor's personnel engaged shall be working under the Mines Act and Oil Mines Regulations, the Contractor shall have to obtain any other relevant permission from the Mines Directorate to engage their employees in compliance with various procedures as per Mines Act. In case of any breach of procedures under Mines Act the Contractor shall be held responsible and they shall bear all expenses arising as a result thereof.
- 26.5 The Contractor shall not engage labour below 18 (eighteen) years of age under any circumstances. Persons above 60 years age also shall not be deployed excepting Rig Manager/Rig Superintendent.
- 26.6 Moreover, the Contractor should obtain and produce in advance to commencement of Work the following certificate / approvals:
- (i) Approval from DGMS/DDMS for shift patterns in excess of 8 hours.
  - (ii) Total manpower list.
  - (iii) All certificates as per applicable laws including Mines Acts.
  - (iv) Regional Labour certificate, if required.
- 27.0 **RECORDS, REPORTS AND INSPECTION**: The Contractor shall, at all times, permit the Company and its authorized employees and representatives to inspect all the Work performed and to witness and check all the measurements and tests made in connection with the said work. The Contractor shall keep an authentic, accurate history and logs including safety records of each well with major items consumed and received on Site, which shall be open at all reasonable times for inspection by the Company designated representatives and its authorized employees and representatives. The Contractor shall provide the Company designated representatives with a daily written report, on form prescribed by the Company showing details of operations during the preceding 24 hours and any other information related to the said Work requested by the Company whenever so requested. The Contractor shall not, without Company's written consent allow any third person(s) access to the said records, reports, Site, or give out to any third person information in connection therewith.
- 28.0 **INSPECTIONS, TESTS AND CERTIFICATION**
- 28.1 The Contractor shall maintain at its sole cost test certification on all Contractor's Equipment and spare parts and ensure the operational integrity of the Equipment, particularly any load bearing or pressure containing Equipment. Contractor shall furnish third party inspection certificates to DS-1 Level 5 standard for all components prior to the completion of Mobilization and shall maintain certificate as per DS1 Level 3 standards throughout the duration of the Contract.
- 28.2 The Company or its authorized representative shall be entitled to inspect and/or test the Equipment at Site where services are being performed. The Company reserves the right to reject any and all Equipment, which is not in accordance with the specifications and provisions of the Contract.

## 29.0 **DEMOBILISATION & RE-EXPORT:**

- 29.1 The Contractor shall arrange for and execute demobilization of the entire package of Tools/ Equipment/ Spare/ Accessories/ Manpower etc. provided by Contractor under the Contract upon receipt of notice for demobilization from Company. Demobilization shall be completed by Contractor within 30 (thirty) days of issue of demobilization notice by Company.
- 29.2 Tools/ Equipment/ Accessories/ Spares/ Consumables if imported any by the Contractor under this Contract on re-export basis, shall be re-exported (except for those consumed during the operations) by the Contractor on completion of the Contract. Immediately after re-exporting, the Contractor shall submit the detailed re-export documents to Company as documentary proof of re-export. In case of failure to re-export any of the items as above within the allotted time period of 30 (thirty) days except under circumstances relating to Force Majeure, Company reserves the right to withhold the estimated amount equivalent to the Customs Duty and/or penalty leviable by customs on such default in re-export from Contractor's final settlement of bills and Performance Security.
- 29.3 In the event all/part of the equipment etc. are transferred by Contractor within the country to an area where nil Customs Duty is not applicable and/or sold to a third party after obtaining permission from Company and other appropriate government clearances in India, then Contractor shall be fully liable for payment of the Customs Duty and/ or any penalty leviable by customs authority.

## 30.0 **POLLUTION AND CONTAMINATION:**

- 30.1 The Contractor shall be liable for all surface pollution to the extent caused by Contractor and resulting from spillage or rubbish in any form or dumping of solvents/ additive substances or pollutants which the Contractor brings to the Site for use in connection with Work to be performed under this Contract. However, in the event of such dumping or spillage or discharge by Contractor, Contractor shall immediately assume all responsibility at their cost for the removal of items, substances or rubbish so dumped or discharged and for any resulting pollution or contamination in any form, at the well Site and the surrounding area.
- 30.2 Pursuant to Clause 30.1 above, the Company agrees that Contractor shall not be responsible for and Company shall indemnify and hold Contractor its agent, servants, officers and employees harmless from any liability, loss, cost, claim or expense for loss or damage from pollution or contamination (including clean-up) arising out of or resulting from any of Contractor's services/ operations unless such pollution or contamination is caused by Contractor's Gross Negligence.
- 30.3 Notwithstanding anything to the contrary contained herein, it is agreed that Company shall release, indemnify and hold Contractor and its Sub-contractors harmless from any and all claims, judgments, losses, expenses and any costs arising from (including but not limited to Court costs and Attorneys fees) for:
- a) Damage to or loss of any reservoir or producing formation; and/ or
  - b) Damage to or loss of any well; and/ or
  - c) Any other subsurface damage or loss; and/ or
  - d) Any property damage or loss or personal injury or death arising out of or in connection with a blowout, fire explosion and loss of well control regardless of cause.

- 30.4 In the event, a third party commits an act or omission which results in pollution or contamination for which either the Contractor or Company, for whom such party is performing work, is held to be legally liable the responsibility therefore shall be considered as between the Contractor and Company, to be the same as if the party for whom the work was performed and all of the obligations respecting defiance indemnity, holding harmless and limitations of responsibility and liability, shall be specifically applied.
- 31.0 **ENTIRE CONTRACT:** This Contract contains the entire agreement between the Parties and supersedes any previous understandings, commitments, agreements or representations whatsoever, oral or written, pertaining to the subject matter hereof, provided that nothing in this Clause 30 (Entire Contract) shall have effect to exclude or restrict the liability of either Party for fraud or fraudulent misrepresentation.
- 32.0 **INTEGRITY PACT:** The integrity pact, duly signed by the authorized representatives of OIL and the Contractor, will form part of this Contract.
- 33.0 **LOSS OR DAMAGE:**
- 33.1 **DAMAGE OR LOSS OF SURFACE EQUIPMENT:** The Contractor shall at all times be solely responsible for any damage to or loss or destruction of their surface equipment and its other property irrespective of how such loss, damage or destruction is caused, and even if caused by the negligence of the Company and/or his servants, agents, nominees, assignees, contractors and sub-contractors, and the Contractor shall hold harmless and indemnify the Company from and against any expenses, loss or claim related to or resulting from such loss, damages or destruction.

If the Contractor's items are declared to be total loss and/or construed to be total loss, as determined by the applicable insurance coverage, this Contract shall stand terminated for the occurrence of the event causing such loss and each party shall thereupon be released of all further obligations hereunder in respect of this Contract, except for the payment then due or liabilities to be charged in respect of the Work already done under this Contract.

33.2 **LOSS OR DAMAGE OF CONTRACTOR'S SUBSURFACE EQUIPMENT:**

Notwithstanding any provision under this Contract to the contrary, the Company shall assume liability except in the event of malfunctioning of Contractor's tool/ Gross Negligence on the part of the Contractor or its sub-contractors, for loss or damage to the Contractor's or its sub-contractor's sub-surface equipment and the down-hole property of Contractor or sub-contractors in the hole below the rotary table. The Company shall at its option either reimburse the Contractor for the value of lost equipment/ tools as declared in the import invoices at the time of mobilization (or subsequent replacement/ addition) of the same equipment/ tools or CIF value as reflected in Proforma-A hereto whichever is lower (Plus customs duty paid by the Contractor for the equipment tool lost/ damaged, provided that the said custom duty was not borne by the Company and the Contractor produces the documentary evidence towards payment of customs duty) for any such loss or damage of sub-surface equipment; less depreciation @ 3% per month from the date of start of this Contract with a maximum depreciation equivalent to 50% of CIF value as indicated by the Contractor or at its option replace similar equipment/ tools to the satisfaction of the Contractor and any transportation expenses incurred in connection herewith. All such costs shall be payable by the Company only after the Contractor has produced documentary evidence that the particular equipment/

tools in question was not covered by Contractor's insurance policies. For such claims the Contractor should notify the Company within one month. The inspection of recovered equipment from down-hole needs to be made by the Company representative before submission of the invoice by the Contractor.

**34.0 COMPREHENSIVE 'HSE' GUIDELINES:**

- 34.1 It will be solely the Contractor's responsibility to fulfill all the legal formalities with respect to the Health, Safety and Environmental aspects of the entire job (namely; the person employed by him, the equipment, the environment, etc.) under the jurisdiction of the district of that state where it is operating. Ensure that all sub-Contractors hired by him comply with the same requirement as the Contractor himself and shall be liable for ensuring compliance all HSE laws by the sub or sub-sub-contractors.
- 34.2 Every person deployed by the Contractor in a mine must wear safety gadgets (PPE) to be provided by the Contractor. The Contractor shall provide proper Personnel Protective Equipment as per the hazard identified and risk assessed for the job and conforming to statutory requirement and Company PPE schedule. Safety appliances like protective footwear, Safety Helmet and Full Body harness has to be DGMS approved. Necessary supportive document shall have to be submitted as proof. If the Contractor fails to provide the safety items as mentioned above to the working personnel, the Contractor may apply to OIL for providing the same. OIL will provide the safety items, if available. But in turn, OIL will recover the actual cost of the items by deducting from Contractor's Bill. However, it will be the Contractor's sole responsibility to ensure that the persons engaged by him in the mines use the proper PPE while at work. All the safety gears mentioned above are to be provided to the working personnel before commencement of the work.
- 34.3 The Contractor shall prepare written Safe Operating Procedure (SOP) for the work to be carried out, including an assessment of risk, wherever possible and safe methods to deal with it/them. The SOP should clearly state the risk arising to men, machineries & material from the mining operation/ operations to be done by the Contractor and how it is to be managed.
- 34.4 The Contractor shall provide a copy of the SOP to the person designated by the mine owner who shall be supervising the Contractor's work.
- 34.5 Keep an up to date SOP and provide a copy of changes to a person designated by the Mine Owner/Agent/Manager.
- 34.6 Contractor has to ensure that all work is carried out in accordance with the Statute and SOP and for the purpose he may deploy adequate qualified and competent personnel for the purpose of carrying out the job in a safe manner. For work of a specified scope/nature, he should develop and provide to the mine owner a site specific code of practice in line.
- 34.7 All persons deployed by the Contractor for working in a mine must undergo Mines Vocational Training, initial medical examination, PME. They should be issued cards stating the name of the Contractor and the work and its validity period, indicating status of MVT, IME & PME.
- a. MVT can be arranged by OIL for the personnel working in rig.
  - b. IME/PME has to be done as per the Mines Rule requirement in nearby authorized hospital.

- 34.8 The Contractor shall submit to DGMS returns indicating - Name of his firm, Registration number, Name and address of person heading the firm, Nature of work, type of deployment of work persons, Number of work persons deployed, how many work persons hold VT Certificate, how many work persons undergone IME and type of medical coverage given to the work persons.
- 34.9 The return shall be submitted quarterly (by 10th of April, July, October & January) for contracts of more than one year. However, for contracts of less than one year, returns shall be submitted monthly.
- 34.10 It will be entirely the responsibility of the Contractor/his Supervisor/representative to ensure strict adherence to all HSE measures and statutory rules during operation in OIL's installations and safety of workers engaged by him. The crew members will not refuse to follow any instruction given by Company's representative for safe operation.
- 34.11 Any compensation arising out of the job carried out by the Contractor whether related to pollution, Safety or Health will be paid by the Contractor only.
- 34.12 Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the Contractor.
- 34.13 The Contractor shall have to report all incidents including near miss to Installation Manager / departmental representative of the concerned department of OIL.
- 34.14 The Contractor has to keep a register of the persons employed by him/her. The Contractor's supervisor shall take and maintain attendance of his personnel every day for the work, punctually.
- 34.15 If the Company arranges any safety class / training for the working personnel at site (Company employee, Contractor worker, etc.) The Contractor will not have any objection to any such training.
- 34.16 The health check-up of Contractor's personnel is to be done by the Contractor in authorized Health Centers as per OIL's requirement & proof of such test(s) is to be submitted to OIL. The frequency of periodic medical examinations should be every five years for the employees below 45 years of age and every three years for employees of 45 years of age and above.
- 34.17 To arrange daily tool box meeting, Job Safety Analysis (for Critical Jobs) and regular site safety meetings and maintain records.
- 34.18 Records of daily attendance, accident report etc. are to be maintained in Form B, E, J (as per Mines Rules 1955) by the Contractor.
- 34.19 A Contractor employee must, while at work, take reasonable care for the health and safety of people who are at the employee's place of work and who may be affected by the employee's act or omissions at work.
- 34.20 A Contractor employee must, while at work, cooperate with his or her employer or other persons so far as is necessary to enable compliance with any requirement under the act or the regulations that is imposed in the interest of health, safety and welfare of the employee or any other person.
- 34.21 Contractor's arrangements for health and safety management shall be consistent with those for the mine owner.

- 34.22 In case Contractor is found non-compliant of HSE laws as required Company will have the right for directing the Contractor to take action to comply with the requirements, and for further non-compliance, the Contractor will be penalized prevailing relevant Acts/Rules/Regulations.
- 34.23 When there is a significant risk to health, environment or safety of a person or place arising because of a non-compliance of HSE measures Company will have the right to direct the Contractor to cease work until the non-compliance is corrected.
- 34.24 The Contractor should prevent the frequent change of his contractual employees as far as practicable.
- 34.25 The Contractor should frame a mutually agreed bridging document between OIL & the Contractor with roles and responsibilities clearly defined.
- 34.26 For any HSE matters not specified in the contract document, the Contractor will abide by the relevant and prevailing Acts/rules/ regulations/pertaining to Health, Safety and Environment.

**END OF SECTION - I**

**&&&&&&&&**

## **PART - 3**

### **SECTION - II**

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

##### **DESCRIPTION OF SERVICES:**

**HIRING OF “SURFACE PRODUCTION TESTING SERVICES, WELL ACTIVATION/STIMULATION/KILLING SERVICES (USING COILED TUBING UNIT & NITROGEN PUMPING UNIT), TUBING CONVEYED PERFORATION SERVICE AND SLICKLINE SERVICE (FOR BOTTOM-HOLE PVT SAMPLING AND BOTTOM-HOLE PRESSURE & TEMPERATURE SURVEY)” FOR TESTING OF TWO EXPLORATORY WELLS IN NELP-VI BLOCK: MZ-ONN-2004/1 IN THE STATE OF MIZORAM, INDIA.**

##### **(A) PREAMBLE:**

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

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

Oil India Limited (OIL), a premier Public Sector Undertaking, Govt. of India engaged in exploration, production & transportation of hydrocarbons invites online International Competitive Bids (IBC) from interested, eligible and reputed E&P Service Providers/Contractors/Vendors meeting the qualification criteria (BEC/BRC) mentioned in PART-2 herein, under single stage two bid system through its e-procurement portal to hire “Surface Production Testing Services, Well Activation/Stimulation/Killing Services (Using Coiled Tubing Unit & Nitrogen Pumping Unit), Tubing Conveyed Perforation Service and Slickline Service (For Bottom-hole PVT Sampling And Bottom-hole Pressure & Temperature Survey)” for its Drilling Campaign of vertical on-shore exploratory wells in NELP-VI Block (MZ-ONN-2004/1) in the state of Mizoram in India. This Tender Document covers requirements of initial two (2) wells with a provision for further extension at same rates, terms & conditions. The duration of contract for the initial two (2) wells would be around twelve (12) months.

##### **2.0 PROJECT INFORMATION:**

- (a) As per the committed Minimum Work Program (MWP) to the Govt. of India, Oil India Ltd (OIL), being the Operator in above mentioned NELP Block, has to drill five (5) exploratory wells within the stipulated time frame. The wells are planned to be drilled in 26”, 17½”, 12¼”, 8½” and 6” hole sizes (6” hole being kept under contingency plan) at various sites within the NELP Block through a charter hire Drilling Rig Package of 2000HP (minimum) capacity upto their respective target depths, ranging from 4000m to 5500m.

- (b) Mizoram has the most variegated hilly terrain in the eastern part of India with 21 hill ranges of different altitudes (maximum altitude of around 1800m and in general 900 m to 1200 m with succession of long valleys running mostly from North to South covering the entire state. The hills are very steep and rugged with intervening deep gorges. Two major roads namely NH-54 and State Highway funded by World Bank run almost parallel to each other in North-Southern direction through the centre of the state as well as across this NELP Block. Both the roads emanate from Aizawl and converge at Lunglei, the second largest town in Mizoram after Aizawl. These two highways will serve as the major feeders for any drilling location within the NELP block. The roads are in hilly terrain full of sharp curves and steep gradient. The other connecting roads are narrow having sharp horizontal curves with steep gradient in many places.
- (c) Like all other states in the North-Eastern parts of India, Mizoram also experiences heavy rainfall during Monsoon which sets early i.e. from May onward. The average annual rainfall is 250 cm. Pre-Monsoon showers are also frequent. During the period of monsoon, there is frequent heavy rain resulting landslides which temporarily disrupt the road communication system. The summer is hot and humid and maximum temperature ranges from 30 to 34 degree centigrade during April to June. The winter is from November to January when the temperature generally remains within 12 to 25 degree centigrade.

## **2.1 GEOLOGY OF THE AREA:**

- (a) Assam-Arakan region and particularly the Indian States viz; Mizoram, Manipur and Tripura have drawn the attention of exploration geologists ever since the discovery of Digboi and Makum oil fields in Upper Assam around 1890. The Badarpur oil field in Cachar district of Assam, presently abandoned, was discovered in 1901. This discovery followed a spate of other discoveries in Assam since Sixties of the last Century. Gas occurrence in Tripura is very relevant to the exploration of the region. Commercial gas in this state was discovered during the late seventies of previous century within the Surma sequence of Miocene age. Several other gas fields have also been found since then.
- (b) Cachar-Tripura-Mizoram fold belt constitutes a distinct part of Assam-Arakan tectonic system. Myanmar's Shan Plateau and the Ophiolite complex extend to the east of it. The Bangladesh flood plains are to the west. The Naga Schuppen belt of Assam forms the northern extreme and Chittagong hill track (Bangladesh) lies to the south of it.
- (c) The area of operation is a part of Tripura-Cachar-Mizoram fold belt of Assam-Arakan Basin. The Mizoram fold belt is composed of tight linear folds with their axes almost in north-south direction. The intensity of folding increases from west to east where the rocks of Indian plate sub-ducted below the Burmese plate. The anticlines are long, narrow and tight, whereas the synclines are broad and gentle. As per the geological section of the area of operation, the area has Tipam formation exposed in the central part and Bokabil formation is exposed in the eastern and western part. The Bhuban formation is divided in three formations as Lower, Middle and Upper Bhuban formations. Lower Bhuban formation is mainly alternations of sandstones and shale. The Middle Bhuban consists of mainly shale with subordinate sandstones. The Upper Bhuban consists of alternations of sandstones and shales. Multiple phases of folding, high degree of shearing, bed overturning and thrusting were recorded during the field investigation. From the overall evidences, high angle of subsurface formation dips (ranging from 0-51 degree) are anticipated in the area.

## 2.2 LOCATION OF THE AREA:

The block: MZ-ONN-2004/1 falls in Aizawl, Serchip, Lunglei & Mamit districts of Mizoram and covers an area of 3213 Sq. Km. Aizawl is the Capital town of Mizoram and is connected to the other places by motorable roads and highways. The nearest railhead is at Bhairabi close to the border with Cachar district of Assam. Aizawl is linked by air to the rest of India, the nearest international airport being located at Kolkata in West Bengal. The proposed area lies in between the following broad coordinates:

### Coordinates of Block MZ-ONN-2004/1

Points	Latitude (N)			Longitude (E)		
	Deg.	Min.	Sec.	Deg.	Min.	Sec.
A	23	40	00	92	32	54.85
B	23	00	00	92	35	58
C	23	00	00	93	00	00
D	23	40	00	93	00	00
A	23	40	00	92	32	54.85

## 2.3 ANTICIPATED PORE PRESSURE & TEMPERATURE:

The anticipated pressure profile for Mizoram drilling is nearly hydrostatic. However, at depth, more than 2500 to 3000 m downwards, high pressure may be expected. Maximum pressure at a depth at around 4500 to 5500 m is expected to be in the range of around 6000-9500 psi (based on seismic data).

The maximum bottom hole temperature is expected to be in the range of (80-120°C) upto a depth of 5000 m (based on ONGC drilled well: Hortoki#1 where BHT at 3600 m = 110°C).

**2.4 PROPOSED CASING PROGRAM (subject to change):** The tentative casing/hole policy for the proposed exploratory wells is shown below:-

Casing (Buttress Threaded & Coupled)			Hole Size (inches)	Approximate Shoe Depth (mtrs.)				
Size (Inch)	Grade	Wt (ppf)		Loc-2	Loc-3	Loc-4/5	Loc-1	Loc-8
20	J-55	94	26	300	300	300	300	300
13.3/8	N-80	68	17.½	1800	1800	1800	1200	1400

9.5/8	N-80/ P-110	47	12.1/4	3400	3400	3400	2600	3400
7 Prod. liner	N-80/ P-110	29	8.1/2	-----	-----	-----	2400 - 3500	3250 - 4000
5.1/2	N-80/ P-110	20	8.1/2	5000+	4500	4500	-----	-----

**Note: Contingency plan – In case of any unforeseen circumstances with problem in completing the well with 5.1/2” oil string casing then the well will be completed by running 7” (29 ppf x N-80 / P-110 x BTC) & 5” (15 ppf x P-110 x FL4S) liners.**

**Note:**

- Planning for drilling 2(two) nos. of exploratory wells. All the wells will be tested and completed with 10000 psi rated well head fittings. All the wells will be completed with 5-1/2” or 7” or 9-5/8” Production Casing.
- In case of positive result, well testing will be done with 2.7/8” OD P110 ABTC4S or premium tubing.

**(B) SCOPE OF WORK:**

A land drilling rig of 2000 HP is planned to be used to drill the aforesaid exploratory wells in this onshore NELP Block. The drilling operations are expected to be commenced around July/August, 2014. It has been planned to drill & test initially 02 (two) exploratory wells which is expected to be completed in about twelve (12) months period. The contract may further be extended by one (1) more year on same rates, terms and conditions for testing three (3) more wells. The wells are planned to be vertical. To carry out the testing program, it is intended to hire the “Surface Production Testing Services, Well Activation/Stimulation/Killing Services (Using Coiled Tubing Unit & Nitrogen Pumping Unit), Tubing Conveyed Perforation Service and Slickline Service (For Bottom-hole PVT Sampling and Bottom-hole Pressure & Temperature Survey)” from competent and experienced service Providers.

Under this contract, Company will be responsible for:

- Definition of well test objectives and design specifications.
- QA/QC, technical review and approval of the contractors outline test program.
- Preparation of the detailed well test program.
- Ensuring that necessary well information has been provided.

And, the Contractor will be responsible for-

- Preparation of the Well Test Planning Report, including outline test program.
- Scheduling, co-ordination and mobilization/demobilization of equipment and personnel.
- Overall management of worksite Well Testing Services operation.
- Liaising with OIL to gain temporary well test installation.
- Execution of the well testing operations as per Well Test Program.

- vi. Preparation of the operational test report for all services supplied, including all performance measures. This report may include Pressure Transient Analysis, if required by Company.
- vii. Post job review to identify improvement opportunities.
- viii. In case of any equipment failure, preparing a detailed Incident Report after proper investigation of the reason for failure.

## **1.0 PRODUCTION TESTING SERVICES:**

The production testing service shall consist of following:

- (a) Service of 10K psi surface equipment like surface well control head, choke manifold, oil and gas separator with oil and gas flow meter, pumps, automatic remote controlled surface safety valves, adequate surface flow lines, temperature/pressure and flow measurement, Data acquisition facilities, ESD systems, spares and any other materials required to perform production testing services.
- (b) Provision of Surface Production Testing (SPT) Supervisor and additional Personnel for:
  - (i) Pre Job planning and Post Job management
  - (ii) Ensuring 100% efficient combustion of well fluids (including formation water) through Oil & Gas flaring stack.
  - (iii) Installation of the Surface Production Testing package at the well site & piping line -up for flare pit/stack.
  - (iv) Pressure testing of surface equipment and flow lines
  - (v) Relief valve calibration
  - (vi) Flow initialization and testing
  - (vii) Surface Data acquisition including but not limited to Flowing/Shut-in Pressures, Temperatures, Oil-Gas-Water Flow Rates etc.
  - (viii) Operation and maintenance of surface well test equipment
  - (ix) Surface PVT Sample collection and transfer of the collected sample OIL's chemical laboratory at Duliajan in suitable transfer kit.
  - (x) Trouble shooting for any problems in surface flow lines / surface equipment
  - (xi) System Inspection and any other service required to ensure an efficient Surface Production Testing operation.
- (c) Objective of the Surface Production test are broadly:
  - (i) Flow rate data acquisition. Reservoir pressure & temperature survey and analysis.
  - (ii) Representative reservoir fluid collection and fluid sample analysis-compositional analysis.
  - (iii) Well deliverability, AOF-for gas wells, skin, permeability, reservoir Boundaries (presence of faults, oil-water contacts) etc. Hydrocarbon-In-place estimates.
  - (iv) Final well test report preparation and submission.
- (d) To build facility set up for Production Testing tool/equipment storage, equipment servicing and testing, spare part stock etc. at Company's well site/Contractors base.

## **2.0 WELL ACTIVATION/STIMULATION / KILLING SERVICES: (USING NITROGEN PUMPING UNIT AND COILED TUBING UNIT)**

After perforation, if the well does not displace of its own, COIL TUBING UNIT (CTU) with NITROGEN PUMPING UNIT (NPU) service will be required to activate the well. The contractor shall have to provide well activation service (using CTU & NPU). The contractor shall provide CTU services for well killing using kill fluid for testing higher up zones and for well abandonment.

The Well Activation and Killing service shall consist of the following:

- (a) Supply of suitable Nitrogen Pumping Unit, surface pipe fittings, and any other equipment/tools, materials required to provide well activation services using NPU.
- (b) Supply of suitable Coiled Tubing Unit, surface pipe fittings, and any other equipment/tools, materials required to provide well activation services including pressure control devices/tools/equipment with TCP string in hole.
- (c) To Rig-up setup for NPU/CTU, equipment servicing and testing, spare part stock etc. at company's well site.
- (d) To rig-up CTU with Rig contractor's kill pump, sufficient amount of high pressure piping should be made available at well site. The piping shall be pressure tested prior to execution of killing job.
- (e) Supervisor and Operator for (i) job planning (ii) Rig up/down, operation & maintenance of the unit etc. (iii) Job evaluation (iv) Preparation of post job report and (v) any other service required to ensure an efficient operation.

## **3.0 TUBING CONVEYED PERFORATION**

The TCP service shall be of shoot and pull mechanism Casing perforation service. The job is intended to be carried out in under-balance condition. The Tubing Conveyed Perforating (TCP) shall consist of the following:-

Pre-job preparation, Make-up using industry standard QA/QC procedures and Run-in-hole of TCP assembly of required length as per the Well Test Program for each test. Proper storage and transportation to & from the well-site of the TCP guns, charges, firing head and all accessories required to accomplish a successful casing perforating job. Detonation of TCP guns once the guns are at depth and retrieval of the same after pull-out-of-hole of the tubing string. Post job report on gun performance after detailed inspection and recommendations for future operations.

Provision of Tubing Conveyed Perforating (TCP) Supervisor and additional Personnel for-

- i. Pre Job planning and Post Job management.
- ii. Proper Storage & Transportation for of all guns, explosives, charges etc. along with firing head and TCP accessories.
- iii. Make-up of TCP assembly including packer with tubing string at well-site.
- iv. Run-in-hole of the TCP assembly at the well-site.
- v. Setting of packer.
- vi. Detonation of the TCP guns once guns are at depth.
- vii. Pull-out-of-hole of TCP assembly after the completion of the well test.
- viii. Trouble shooting for any TCP assembly and or its accessories for any failure, its consequent repair for successful detonation of TCP guns in well.
- ix. Redressing procedures of TCP assembly including packer at workshop and/or at well-site

- x. Able to handle disarming of loaded guns in the event of misfire, maintaining all statutory norms.
  - xi. Pre-Job and Post-Job Inspection and any other service required to ensure an efficient sure-fire perforating operation.
1. Furnishing documentation which will include but not limited to detailed technical specifications for all parts of the TCP assembly including packer, equipment certification, inventory report, QA/QC procedures, operating procedures and detailed Post Job report.
  2. Building a facility for TCP service package equipment's storage, transportation, servicing / redressing, repair/make-up etc. at Company's well site & supply base.

**Note: Only the amount of explosives needed for a single job plus back-up are to be stored at the well site at any given time.**

#### **4.0 SLICKLINE SERVICE PACKAGE**

Slickline service includes the following:

- (i) Supply of slickline winch and Service of slick line tools (lead impression block of various sizes suitable for use in 2 7/8" 6.4 ppf P-110 premium tubing, Single phase Bottom-hole Sampling, BHP/BHT measurement tool, wire grab, fish recovery, tagging of down-hole equipment/tools, Single drum slick line unit, stuffing box, slick line BOP, Cross over, hey pulley, tool strings, spares and any other equipment) required to perform Slick line operation.
- (ii) Supply of suitable slickline conveyed Single Phase Bottom-hole PVT Sampler (Minimum 600cc capacity) (Min-10K psi, 250°F).
- (iii) Supply of suitable sample bottles with transfer kit for bottom-hole sample transfer.
- (iv) Supply of suitable Slickline conveyed BHP/BHT measurement tools (Mechanical and Electronic memory gauges) for bottom hole pressure & temperature survey.
- (v) Preparation of BHP/BHT survey report.
- (vi) The Slickline service shall be inclusive of all the related and relevant pressure control equipment (10K psi rated).
- (vii) The bottom hole/surface PVT sample collected is to be transferred to Sample bottle in a suitable transfer kit at well site and transfer it to OIL's Chemical Laboratory at Duliajan for analysis.
- (viii) Slick line operator for (i) Pre Job planning and post job management (ii) Bottom hole sample collection (iii) BHP-BHT measurement (iv) Slick line tool make up and running, service, testing, operation and maintenance etc. (v) Trouble shooting and (vi) Any other service required to ensure an efficient slick line operation.

- (ix) Documentation to be provided may include but not limited to equipment certification, inventory report, operating procedures and post job report.
- (x) To build facility set up for Slick line service tool/equipment storage, equipment servicing and testing, spare part stock etc. at company's well site/Supply base

## **5.0 GENERAL NOTES**

- (i) Details of Tools/Equipment and their operational requirement are given in Annexure-I.
- (ii) The Scope of Work under operation and maintenance of the equipment includes all that are required for safe, trouble-free and uninterrupted operation as per sound industry practices. The Contractor shall undertake operation and maintenance (O&M) of the equipment forthwith after supply and shall be responsible for arranging all resources including competent manpower as per requirements, its bye-laws & other legislations in force; employee insurance & benefits and all resources / facilities for continuous twenty four hour operations on shift basis; public liability insurance, routine & scheduled maintenance including running repairs and provisioning of relevant spares and consumables in relation thereto.
- (iii) The contractor shall always carry a backup set of TCP tools/equipment along with the main TCP package at well-site, to avoid any delay of operation due to equipment failure. Contractors shall avoid repair/redress of any TCP tools / equipment at well-site causing any rig downtime. The respective contractors shall only quote for 1(one) set of such complete TCP tools/equipment with all accessories and no charge shall be paid by OIL for the backup TCP tools/equipment carried by the contractor. The backup TCP tools/equipment with accessories must be indicated by Contractor separately at the time of mobilization and inspected accordingly.
- (iv) The Contractor shall maintain and preserve all records and documents relating to the performance of the Work mentioned in SOP and anything else that may reasonably be required to preserve for a period of two years from completion of this Contract.

## **6.0 SPECIAL NOTES**

- (i) Supply of Tool/ Equipment/ Manpower/ Consumables required for ensuring trouble free efficient operation for the assigned services is the sole responsibility of the Contractor.
- (ii) The Contractor shall make themselves available for a joint discussion to formulate pre job planning after the award of Contract and prior to mobilization without any extra charge to OIL.

## **7.0 REFERENCE STANDARDS:**

The total design and service shall be governed by the following reference standards wherever applicable:-

API Spec 5CT	Specifications for tubulars and threads
API Spec 6A	Specifications for valves and wellhead equipment
API Spec RP 17B	Recommended practice for flexible pipes
API RP 44	Recommended practice for sampling petroleum reservoir fluids.
API RP 520	Recommended practice for sizing, selection and installation of pressure relieving devices.
API RP 521	Recommended practice for pressure relieving and de-pressuring systems
ASME-Section-VIII Divn. I and II	Rules for construction of pressure vessels
ANSI/ASME B 31.3	Chemical plant and petroleum refinery piping.
API RP 54	Recommended practice for Safety and health for oil & gas well drilling and servicing operation.
IRP-4	Industry Recommended Practices – Volume 4 (2012) for Well Testing and Fluid Handling

## **8.0 PERSONNEL:**

- (i) The Contractor shall provide competent personnel on Call-out basis with requisite experiences & qualifications as per the **Annexure-II** on round the clock basis. OIL reserves the right to decide for engagement of these personnel on the basis of verification of relevant documents prior to engagement.
- (ii) The Contractor shall furnish alongwith their bid the detailed bio-data and supporting documents regarding academic qualification and experience of all the crew members to be deployed under the Contract as per **Annexure-II**.
- (iii) Personnel deployed should be conversant with relevant safety practices.
- (iv) Personnel should have good working knowledge in English.
- (v) If the Contractor is unable to provide the personnel initially identified in their offer and seek for deployment of alternate personnel having requisite qualification and experience set forth in the Contract, the Contractor may do so by taking prior approval from OIL.

- (vi) The Well test In-charge shall head the team of Contractor's crew and shall carry out all the jobs in consultation with Company's representative. He shall report to the office of the Company's representative regularly and also as and when called for receiving instruction / resolving any issue on contractual obligation. He must be available at call.
- (vii) The Contractor may replace their personnel during their due off/ leave provided equivalent category of personnel is deployed and subject to approval from Company on their credentials.
- (viii) The Contractor shall ensure that all the personnel shall have a full medical examination in accordance with accepted medical standard prior to engagement.
- (ix) Company reserves the right to disqualify a person in case of indiscipline, unfit due to medical reason, incompetence etc. to Work under the Contract.
- (x) Contractor may deploy additional personnel, if required, by taking prior approval from the Company. Such additional personnel shall be provided by the Contractor at their own cost.

## **9.0 VINTAGE OF TOOLS / EQUIPMENT:**

All major equipment offered against Surface Production Testing Package i.e. Flow-head, Separator, Choke Manifold, Oil Transfer Pump and Surge Tank shall not be more than seven (7) years old as on bid closing date from date of its manufacturing.

The offered Coiled Tubing Unit and the Nitrogen Pumping Unit shall not be more than seven (7) years old as on bid closing date from date of its manufacturing respectively.

The offered slickline winch shall not be more than seven (7) years old as on bid closing date from date of its manufacturing. However, the bottom-hole single phase PVT sampler shall not be more than three (3) years old as on bid closing date from date of its manufacturing.

The offered PVT sample transfers kit shall not be more than 3 years old as on bid closing date from date of its manufacturing.

All major tools and equipment offered for TCP service i.e. Safety firing head, Redundant firing head and ported flow subs shall not be more than seven (7) years old as on bid closing date from date of its manufacturing.

All the data gathering, acquisition tools/equipment namely the pressure and temperature gauges, flow-meters etc. must comply with required specifications, And processing & interpretation software should be the latest updated one but not more than three (3) years of vintage and should be in perfect working condition. The bidder should submit quality assurance (including calibration and other quality reports) and 3rd party inspection report verifying function test within the preceding year and the certificate should be valid for the contract period. All credentials/documents in support of above items to be submitted before mobilizing the equipment, and also at the time of on-hire survey. Bidder shall warrant its satisfactory performance

All the offered tools & equipment must be in perfect working condition. Bidder shall submit a categorical undertaking with regards to its satisfactory performance. This undertaking must be a part of the techno-commercial bid.

#### **10.0 SAFETY, HEALTH AND ENVIRONMENT:**

Contractor shall comply with applicable environmental laws, statutory regulations as applicable to Oil Mines in India.

The Contractor is required to provide all its personnel with Personal Protective Equipment as per international practice, which may include, as appropriate, but without limitation the following:

- Safety Helmet
- 100% cotton or fire proof overalls
- Safety Foot ware
- Safety Goggles
- Other PPE, including gloves. Safety goggles/visor, hearing protection, safety belts etc.

#### **11.0 CONTRACTOR'S BASE:**

Contractor shall maintain adequate space and utilities at their appointed base for storage of their Equipment, Tools etc. and workshop needs. All costs associated with establishing and running such facility will be to the Contractor's account.

#### **12.0 TOOLS/EQUIPMENT/SPARES/CONSUMABLES:**

The Contractor shall provide tools/equipment for the complete services. The Contractor shall keep sufficient back up tools and equipment, spares, elastomers, redress kits, etc. in order to ensure uninterrupted services. An indicative list of tools and equipment are given below. Any additional tools/equipment required to fulfill the scope of work but not covered in the list are also to be supplied by Contractor at no extra charge. Contractor shall keep sufficient back-up of tool/equipment at site to avoid any eventuality. All required consumables for running the contractor's tools / equipment / units etc. shall be the responsibility of the Contractor.

<b>A.</b>	<b>SURFACE PRODUCTION TESTING</b>		
SL No	ITEMS	UNIT	QTY
1	SURFACE SAFETY VALVE (SSV)	Each	1
2	INDIRECT HEATER	Each	1
3	HIGH PRESSURE PIPING	Set	1
4	MEDIUM PRESSURE PIPING	Set	1
5	LOW PRESSURE PIPING (VENT AND RELIEF LINES)	Set	1
6	3" FLEXIBLE FLOW LINE (COFLEXIP HOSE – 45FT)	Set	1
7	DATA HEADER	Each	1

8	SAND DETECTOR SYSTEM	Each	1
9	CHOKE MANIFOLD	Each	1
10	SURFACE PRESSURE & TEMPERATURE RECORDER	Each	2
11	SEPARATOR (1440 PSI)	Each	1
12	SURGE TANK	Each	1
13	GAUGE TANK	Each	2
14	OIL TRANSFER PUMPS-5000bpd	Each	1
15	CRUDE OIL/CONDENSATE/GAS BURNER FOR FLARING	Each	1
16	AIR COMPRESSORS	Each	2
17	OIL DIVERTER MANIFOLDS	Each	1
18	GAS DIVERTER MANIFOLDS	Each	1
19	CHEMICAL INJECTION PUMPS	Each	2
20	PRODUCTION SHUT DOWN (PSD) SYSTEM	Each	1
21	TEST LABORATORY CABIN AND TESTING EQPT.	Set	1
22	SURFACE DATA ACQUISITION SYSTEM WITH ACCESSORIES	Set	1
23	SAMPLE BOTTLES / SAMPLER		
	a. Conventional Gas Sampler, 1500psi, 600cc, IATA conforming, with transfer kit	Each	6
	b. Oil sample cans, 5 litre, IATA conforming	Each	6
	c. Oil sample cans, 1 ltrs, IATA conforming	Each	6
	d. Water Sample bottles, 1 litre, plastic or glass	Each	6
24	SAFETY EQUIPMENTS	Set	1
25	TOOLS, CROSS- OVERS & SPARES	Set	1
26	FITTINGS AND NEEDLE VALVES	Set	1
27	1 x 3" x 10000 psi Flow Head	Each	1
28	DEAD WEIGHT TESTER	Each	1
29	ANY OTHER EQUIPMENT / TOOLS FOR SURFACE TESTING SERVICE, BUT NOT MENTIONED ABOVE		

**Note:** No back up for the above table is required. The bidder has to provide sufficient back up of SWT equipment spares/ consumables ('O' rings, elastomers/ rubber seals, redressing kits etc.) in order to ensure uninterrupted services.

<b>B. WELL ACTIVATION/STIMULATION/KILLING SERVICE</b>			
SL No	ITEMS	UNIT	QTY
1.	COILED TUBING UNIT (CTU) & NITROGEN PUMPING UNIT (NPU) WITH ALL ACCESSORIES.  (N2 CONVERSION FROM LIQUID TO GAS WILL BE AT CONTRACTOR'S ACCOUNT BUT ACTUAL LIQUID NITROGEN WILL BE CHARGED TO COMPANY FOR EVERY GALLON CONSUMED AS PER THE RATE QUOTED BY CONTRACTOR.)	Each	01
2.	SURFACE PIPE FITTINGS	Set	01
3.	ANY OTHER EQUIPMENT ASSOCIATED WITH COILED TUBING UNIT AND NITROGEN PUMPING SERVICE FOR SUCCESSFUL WELL ACTIVATION/KILLING / STIMULATION BUT NOT MENTIONED ABOVE SHALL BE UNDER THE CONTRACTORS SCOPE.	As Required	

<b>C. TUBING CONVEYED PERFORATION SERVICE</b>			
Sl. no	ITEMS	UNITS	QTY
1	5-1/2" RETRIEVABLE PACKER	Each	1
	7" RETRIEVABLE PACKER	Each	1
	9 5/8" RETRIEVABLE PACKER	Each	1
2	2.875" PORTED FLOW SUB	Each	1
3	2.875" PORTED FLOW SUB WITH GLASS/CERAMIC DISK BELOW PORTS.	Each	1
4	REDRESS KIT FOR 2.875" PORTED FLOW SUB WITH GLASS/CERAMIC DISK BELOW PORTS	Each	6
5	MECHANICAL FIRING HEAD FOR 3.3/8" SCALLOPED ERHSC PERFORATING GUN ALONG WITH RELATED ACCESSORIES. FOR 5" / 5.5" CASING PERFORATION.	Each	1
6	REDRESS KIT FOR MECHANICAL FIRING HEAD FOR 3.3/8" SCALLOPED ERHSC PERFORATING GUN	Each	6
7	MECHANICAL FIRING HEAD FOR 4.1/2" (OR HIGHER SIZE SUITABLE FOR 7" LINER) SCALLOPED ERHSC PERFORATING GUN ALONG WITH RELATED ACCESSORIES.	Each	1

	FOR 7" LINER/CASING PERFORATION.		
8	REDRESS KIT FOR MECHANICAL FIRING HEAD FOR 4.1/2" (OR HIGHER SIZE SUITABLE FOR 7" LINER) SCALLOPED ERHSC PERFORATING GUN	Each	6
9	MECHANICAL FIRING HEAD FOR 7" SCALLOPED ERHSC PERFORATING GUN ALONG WITH RELATED ACCESSORIES. FOR 9-5/8" CASING PERFORATION.	Each	1
10	REDRESS KIT FOR MECHANICAL FIRING HEAD FOR 7" SCALLOPED ERHSC PERFORATING GUN	Each	6
11	3 3/8" SCALLOPED ERHSC PERFORATING CARRIER BLANK (TO BE USED AS SPACER)	Meters	36
12	4.1/2" (OR HIGHER SIZE SUITABLE FOR 7" LINER) SCALLOPED ERHSC PERFORATING CARRIER BLANK (TO BE USED AS SPACER)	Meters	36
13	7" SCALLOPED ERHSC PERFORATING CARRIER BLANK (TO BE USED AS SPACER)	Meters	36
14	3.3/8" SCALLOPED ERHSC PERFORATING GUN COMPLETE INCLUDING CHARGES, PRIMA CORD AND CONNECTOR SUBS	Meters	36
15	4.1/2" (OR HIGHER SIZE SUITABLE FOR 7" LINER) SCALLOPED ERHSC PERFORATING GUN COMPLETE INCLUDING CHARGES, PRIMA CORD AND CONNECTOR SUBS	Meters	36
16	7" SCALLOPED ERHSC PERFORATING GUN COMPLETE INCLUDING CHARGES, PRIMA CORD AND CONNECTOR SUBS	Meters	36
17	SET OF 2.875" P-110 PUP JOINT WITH COUPLING	Set	2
18	RADIOACTIVE MARKER SUB WITH PIP TAG	Each	1
19	SUITABLE CROSSOVERS AND ANY OTHER EQUIPMENT/TOOLS ASSOCIATED WITH TCP SERVICE FOR SUCCESSFUL WELL PERFORATION BUT NOT MENTIONED ABOVE SHALL BE UNDER THE CONTRACTORS SCOPE.	Set	1

**Note 1:** All parts of the All parts of the TCP Gun system must be rated for the time / exposure at 300 deg F temperature minimum and 15000 psi pressure minimum including detonators, detonating cords, charges, seals, and all other mechanical components.

**Note 2:** Tubing conveyed perforating explosives for operations involving extended time at bottom-hole temperature must remain stable for approximate 100 hrs or more to allow for running in the guns till successful detonation at desired depth.

<b>D. SLICKLINE SERVICE (FOR BOTTOM-HOLE SINGLE PHASE PVT SAMPLING &amp; BHP-BHT MEASUREMENT &amp; ANALYSIS SERVICES)</b>			
SL NO	ITEM	UNIT	QTY
1	DUAL DRUM SLICKLINE WINCH UNIT	Each	1
2	10K PSI SLICKLINE LUBRICATOR	Each	1
3	10K PSI STUFFING BOX	Each	1
4	10K PSI RATED SLICKLINE BLOWOUT PREVENTOR	Each	1
5	BASIC TOOL STRING	Set	1
6	SLICKLINE CONVEYED SINGLE PHASE BOTTOM HOLE PVT	Each	3

	SAMPLER		
7	SLICKLINE CONVEYED BOTTOM HOLE PRESSURE & TEMPERATURE MEASUREMENT TOOL (ELECTRONIC MEMORY GUAGES)	Each	2
8	SAMPLE BOTTLES WITH TRANSFER KIT: a) SINGLE PHASE HIGH PRESSURE, CONVENTIONAL OIL, 10K PSI, 600 CC, IATA CONFORMING, QTY- 8 NOS. b) HIGH PRESSURE, CONVENTIONAL OIL, 5K PSI, 600 CC, IATA CONFORMING, QTY- 8 NOS. c) CONVENTIONAL GAS SAMPLER, 1500 PSI, 600 CC & 20 LITRES, IATA CONFORMING, QTY- 8 NOS. EACH. d) ALL BOTTLES ABOVE TO BE SUPPLIED WITH VALVES AND CARRY CASES	Each	8
9	ANY OTHER EQUIPMENT/TOOLS ASSOCIATED WITH SUCCESSFUL BOTTOM HOLE PRESSURE & TEMPERATURE SURVEY AND PVT SAMPLE COLLECTION BUT NOT MENTIONED ABOVE SHALL BE UNDER.	As Required	

**Note:** The above list of tools/ equipment/ spares/ consumables is indicative and shall be used for evaluation purpose. However, the Company reserves the right to modify the quantities or remove some of tools/ equipment/ spares/ consumables at the time of Award of Contract.

**13.0 MOBILIZATION SCHEDULE:** The bidder must be in a position to mobilize the services as under:

Particulars	Mobilization Time
Mobilization of Contractor's tools & equipment, accessories, consumables etc.	Within 100 days of Mobilization notice issued by the Company
Interim Re-mobilization of Contractor's tools & equipment, accessories, consumables etc.	Within 60 days of Interim Remobilization notice issued by the Company
Mobilization of Contractor's Personnel	Within 10 days of Mobilization notice issued by the Company

**A. SPECIFICATION OF SOME OF THE MAJOR TOOLS AND EQUIPMENTS:**

**1.0 PRODUCTION TESTING SERVICES**

All data headers and pressure bleed off points upstream of and including the choke manifold shall each be equipped with double block and bleed needle valves with 10,000 psi minimum pressure rating. The details of the required Production Testing Surface (PTS) Equipment and accessories suitable for 10000 psi working pressure are as under:

**1.1 SURFACE SAFETY VALVE (SSV)**

- Line size 3” to be rigged up between flow-head and choke manifold
- Working Pressure 10,000 psi
- Test pressure 15000 psi
- Inlet and Outlet to 3” 10 K 1502 hammer union
- Shall be hydraulically operated fail-safe to closed position
- Shall be able to close in less than 25 seconds at operating pressure.
- Shall be complete with a control system, with an interface to the Production Shut Down System(PSD) for emergency remote closure in parallel with the surface tree production wing valve
- Should be frame mounted with lifting eyes and slings/chains

**1.2 INDIRECT HEATER**

- The Heat Exchanger shall be bath type Indirect Heater with Diesel fired burners.
- The pressure coil should have minimum two passes through the heater for efficient heat transfer.
- Working Pressure 5,000 psi
- Inlet and Outlet to 3” 5K 602 hammer union or equivalent
- Automatic diesel shut down valve activated by pilot light stoppage
- Flame arrestor at burner air inlet
- Minimum 2 MM BTU/Hr. capacity

**1.3 HIGH PRESSURE PIPING**

- 10k with 3” FIG1502 type or equivalent connections.
- Set to include elbows, straights, swivels and any x-overs needed for connections from flow head to heater of suitable size, length.
- Minimum Length 60 meters.

#### **1.4 MEDIUM PRESSURE PIPING**

- 5000 psi or better with 3" FIG602 hammer union or equivalent
- Set to include elbows, straights, swivels and any x-overs needed for connections from choke manifold to flare line heads
- Minimum Length 250 meters.

#### **1.5 LOW PRESSURE PIPING (VENT AND RELIEF LINES)**

- 3", 4" and 6" hammer unions
- Set to include elbows, straights, swivels and any x-overs needed
- Minimum 100 m length

#### **1.6 3" FLEXIBLE FLOW LINE (COFLEXIP HOSE - 45FT)**

- Should be of single length (45 feet), suitable for connecting flow head with stand pipe even in stabbed out condition if permanent packer is used.
- Swage (3" to 2") - 4 Nos.
- W.P. 10000 psi
- Inlet and outlet connection should be 3" 10K hammer union.

#### **1.7 DATA HEADER**

- 10000 psi rated to be sited upstream of choke.
- 3" 1502 hammer union or equivalent.
- Shall have sufficient points for pressure and temperature gauges(thermo wells or strap-on thermo-transducers), electronic data acquisition sensors, dead weight tester, sampling and injection, each equipped with double needle valves.

#### **1.8 SAND DETECTOR SYSTEM**

- Should be installed downstream of the chokes on the choke manifold
- Strap on type sensors are only acceptable.
- Output should be a pressure signal with local gauge reading as well as data acquisition system readout and alarm

#### **1.9 CHOKE MANIFOLD**

- Two flow paths, one with facilities to install and change fixed chokes and one with an adjustable choke. Each flow path shall have minimum two closing valves with bleed off facilities between the upstream and downstream valve and ports for pressure measurement and bleed off on both sides.
- Working Pressure 10000 psi
- Test pressure 15000 psi
- API 6A solid block Gate valves
- 3.1/16" 10K valves
- 3" FIG1502 hammer unions or equivalent on inlet and out let
- 4 valve configuration

- All valves in the choke manifold shall have the same pressure rating
- One full set of choke beans up to 64/64”
- Pressure gauge with ½” NPT connection
- 0 – 10000 psi
- 0 – 1000 psi
- 0 – 500 psi
- 0 – 100 psi
- Hand wheels & choke bean wrench
- Steel braided rubber tube with connection ½” NPT size 10’ long suitable for 10000 psi for sampling purpose.
- Shall be arranged on a frame, including lifting eyes and slings/chains

### **1.10 SURFACE PRESSURE & TEMPERATURE RECORDER**

- Recorders should have mechanical as well as digital input and operation.
- Pressure to be tapped from ½” NPT needle valve box.
- Temperature to be measured from ½” Autoclave weld neck pocket or strap-on thermo-transducer.
- Provided with sufficient length of high pressure hose (10,000 psi WP) with 1/2" NPT connectors
- Chart drive mechanical, one revolution in 24 hrs.
- For digital recorders data should be recorded versus time.

### **1.11 SEPARATOR (1440 PSI)**

- Shall be suitable for three phase separation
- Shall have 300PSI working pressure, Capacity of 5000 BPD liquid and 10 MMScf/day gas.
- 3” FIG602 hammer union or equivalent on inlet
- 2” FIG602 hammer union or equivalent on oil outlet
- 3” FIG602 hammer union or equivalent on gas outlet
- The following features shall be included
- Pressure control system
- Oil level control system with liquid level glass
- Positions for both data acquisition transducers and pressure and temperature gauges on vessel, gas and oil lines.
- Oil, water and gas metering facilities to cover the full flow capacity range of the separator
- Suitable flow meters to measure liquid and gas
- Online water in oil monitor
- Sampling outlets at oil, gas and water lines
- Flange connection in vertical section of gas outlet line for gas sample collection
- Shall be equipped with manhole situated so that internal visual inspection and cleaning can be done
- Inlet manifold shall enable by-pass to either oil or gas discharge line. The manifold shall be equipped with sufficient valves to isolate the vessel itself

- Shall be equipped with two independent pressure relief devices, protecting the vessel against overpressure/rupture. Each individual device shall be capable of discharging the maximum well production rate in case of overpressure.

### **1.12 SURGE TANK**

- Shall have a capacity of minimum 45 bbls, one or two compartment.
- Shall be able to operate up to a pressure of minimum of 50 psi
- 3" FIG602 hammer union or equivalent on inlet
- 3" FIG602 hammer union or equivalent on oil outlet
- 4" FIG602 hammer union or equivalent on gas outlet
- LP gas meter to allow GOR calculation
- The following features shall be included
- Pressure control system
- Externally mounted Liquid level glasses for visual inspection of liquid/gas interface
- Shall be equipped with positions for analog pressure and temperature measurement on vessel
- Inlet manifold shall enable by-pass of fluid to oil discharge line. The manifold shall be equipped with sufficient valves to isolate the vessel itself
- Shall be equipped with pressure relief device, protecting the vessel against overpressure/rupture
- Grounding device

### **1.13 GAUGE TANK**

- Atmospheric working pressure
- Minimum 100 bbls capacity, 2 compartments
- 3" FIG602 hammer unions or equivalent on inlet and outlet
- Calibrated dip sticks
- Externally mounted sight glass and by-pass manifold.

### **1.14 OIL TRANSFER PUMPS**

- Should be hooked up in the manifold of surge tank for direct suction and delivery to Burner enabling continuous operation.
- Shall be capable of emptying tank during flowing with a rate of minimum 5000 bpd
- Driven by flame proof electric motor or compressed air
- Check valves fitted to pump or pump manifold to prevent backflow through the pump

### **1.15 CRUDE OIL/CONDENSATE/GAS BURNER FOR FLARING**

- Shall be capable of complete combustion of up to 5000 bpd of oil and 10MMScf/day gas without fall-out.

- One (1) environmentally friendly burner and gas flare shall be supplied. The air and oil inlet to each head shall have an isolation valve. The burners and water screens shall allow the safe and efficient flaring of hydrocarbons. The burner design shall be such that flaring of hydrocarbons (liquid and gas) is smokeless, fallout-free and achieved at minimum noise levels.
- Minimum three head Burner
- Includes remote electrical ignition system
- Piping package for flare connection 90 mtrs. each for Oil, Gas & Water.

#### **1.16 AIR COMPRESSORS**

- Should be able to supply sufficient quantity of air (500-600 scft at 100 psi) to burner for complete combustion of well effluents.
- Shall be equipped with automatic shutdown device in case of exposure to hydrocarbon gases
- Electrical/diesel powered, flame proof.
- Complete with 200 ft. of hose and suitable end connection to connect with air line of burner.

#### **1.17 OIL DIVERTER MANIFOLDS**

- To divert oil to flare or process equipment as required
- Working pressure 1440 psi.
- Should have 3" ball/plug valves.
- Should have 3" Hammer Union inlet/outlet connections.

#### **1.18 GAS DIVERTER MANIFOLDS**

- To divert oil to flare or process equipment as required
- Working pressure 1440 psi.
- Should have 3" ball/plug valves.
- Should have 3" Hammer Union inlet/outlet connections.

#### **1.19 CHEMICAL INJECTION PUMPS**

- Working pressure 10000 psi
- Capable of injecting against full shut in wellhead pressure
- Shall be equipped with a pressure relief device, if maximum pump pressure is higher than the maximum working pressure of the component it is pumping in to.
- Shall be suitable for methanol & glycol injection
- Fluid discharge capacity = 85 GPD (minimum) at 10,000 psi.
- Pump should be pneumatically driven positive displacement
- Pump to be provided with check valve.
- Provided with sufficient length of high pressure hose (10,000 psi WP) with 1/2" NPT connectors.

## **1.20 PRODUCTION SHUT DOWN (PSD) SYSTEM**

- Shall be capable of shutting in the well on the flow head production wing valve and surface safety valve. Activation shall take place as automatic functions from sensors installed as mutually agreed using API RP 14C as a guideline, or by manual activation of PSD push buttons panel located at the following minimum places:
  - Driller's cabin
  - Separator area
  - Inside or outside Operator's office
- A box with lid, to avoid accidental activation of PSD, shall protect Push Button panel.
- Each set should have 3 nos. of high -low pilots.
- One no. high-low pilot each between
  - Flow head & Choke manifold
  - Choke Manifold & Heater
  - Heater & separator

## **1.21 TEST LABORATORY CABIN AND TESTING EQUIPMENT**

The onsite Fluid Analysis Package should be able to perform the following tests:

- Tests on Oil / Condensate samples should include:
  - Density / Specific gravity
  - H<sub>2</sub>S content
  - Bicarbonate & Carbonate concentrations
  - Free Carbon Dioxide content in produced water
  - pH
  - Density (Specific Gravity)
  - Oil trace content in Water
- Tests on Gas Samples should include a minimum of the following:
  - Measurement of the following by Draeger or Kitigawa tubes:
    - Hydrogen Sulfide (H<sub>2</sub>S)
    - Carbon Dioxide (CO<sub>2</sub>)
- General Purpose
- Should be equipped with the following equipment:
  - Data acquisition system including
    - Pressure, temperature, level transducers
    - Cabling
    - Computer hardware and software
  - Pressure gauges, ranges to include at minimum 0-10000 psi, , 0-5000 psi, 0-2000 psi, 0-200 psi
  - Thermometers
  - Gas gravitometer
  - Centrifuge (manual)
  - Hydrometer set
  - Dead weight tester
  - Gas sniffers
  - On line Flow meter

- Portable H<sub>2</sub>S (range 10 ppm) and CO<sub>2</sub> detection equipment
- Equipment to collect well fluid at surface for PVT analysis.

**NOTE:** The onsite Test Laboratory should be self-equipped to measure the all the parameters of the well fluid.

### **1.22 SURFACE DATA ACQUISITION SYSTEM**

- Sensors for Pressure and temperature measurement.
- Cabling
- Real time recording of data
- Provision shall be available for continuous monitoring of wellhead pressure and temperature at surface test tree, annulus pressure, separator oil, gas and water flow rates, separator pressure and temperature, and separator downstream parameters
- All sensors and metering devices shall have valid calibration.

### **1.23 SAMPLE BOTTLES**

- Conventional Gas Sampler, 1500psi, 600cc, IATA conforming, with transfer kit, qty-6
- Oil sample cans, 5 litre, IATA conforming, qty. 6
- Oil sample cans, 1 litre, IATA conforming, qty. 6
- Water sample bottles, 1 litre, plastic or glass, qty. 6
- Labels and consumables for all the above

### **1.24 SAFETY EQUIPMENTS**

- Fire extinguishers
- Portable H<sub>2</sub>S (Level-10 ppm and beyond) and CO<sub>2</sub> detection equipment
- Personnel protective equipment
- Hand held radios and spare batteries

### **1.25 TOOLS & SPARES**

- Containerized workshop / store with power and lighting
- Includes all hand tools, all types of cross-overs, spare parts etc. required for surface testing operations
- Hose baskets, pipe racks and baskets etc.

### **1.26 FITTINGS AND NEEDLE VALVES**

Needle valves and fittings, to supply all pressure, temperature and sampling point upstream of the heater with double block and bleed.

### **1.27 10000 PSI SURFACE FLOW HEAD**

- Surface flow head should have heavy duty swivel and hydraulic actuator. The item should have the following specifications.

- Solid block integral unitized body
- Shall be equipped with swab, master, kill and flow valves. A swivel positioned above the master valve shall also be incorporated to allow rotation of the string where required for packet setting or safety joint release.
- Minimum bore 3-1/16"
- Working pressure 10,000 psi.
- Test pressure 15,000 psi.
- Temperature range 32 Deg.F to 300 Deg.F.
- Shall be able to be hung off in a standard drill pipe elevator and have the connections for kill and flow lines facing down
- Acid resistance up to 30% HCl with suitable acid inhibitor
- 2" 10 K FIG1502 hammer union connection on kill side
- 3" 10 K FIG1502 hammer union connection on flow side
- Shall have chemical injection points
- The flow wing valve shall be hydraulically operated and fail safe. It shall be able to close in less than 10 seconds at any operating temperature under operating well bore pressure conditions.
- Shall be complete with a control system that shall be equipped with a interface to the PSD system for emergency closure of the tree flow wing valve
- The tree shall be equipped with a frame for protection of the valve stems and actuators
- The tree should accommodate the installation of pressure and temperature sensor upstream of the flow wing valve
- Kill wing outlet shall be equipped with a non- return check valve, preferably one that can be locked in open position for initial pressure testing
- Shall have a Swab cap with Bowen or Otis quick union or crossover to same for pressure control equipment rig up
- Shall have lifting points and slings/chains for easy pick up and installation

## **1.28 DEAD WEIGHT TESTER**

- Mainly required for accurate measurement of pressure in the pipelines
- Pressure range 50-10000 psi.
- Pressure intervals 1 psi.

## **2.0 WELL ACTIVATION/STIMULATION/KILLING SERVICE**

The job will involve unloading and activation of newly drilled wells using

Coiled Tubing Unit (CTU) and Nitrogen Pumping Unit (NPU) units. It involves lowering of coiled tubing in stages to the bottom of the well or to the final depth as decided by the Company and displace the well fluid with nitrogen to the desired volume/ depth and make the well displace on its own. The job will also be applicable for unloading and lowering of fluid levels of wells prior to perforations.

For well killing, the contractor shall provide service of CTU if required. It involves lowering of coiled tubing in stages to the bottom of the well or to the final depth as decided by the Company and displace the well fluid with kill fluid to the desired volume/ depth and create overburden so that there is no inflow of reservoir fluid into the wellbore. Well Killing operation will be carried out for testing higher up zones & for well abandonment. To rig-up CTU with Rig contractor's kill pump, sufficient amount of high pressure piping should be made available at well site by the contractor. The piping shall be pressure tested prior to execution of killing job

## **2.1 COILED TUBING UNIT**

The bidder should provide suitable CTU with continuous coiled tubing made out of high strength alloy steel for operation upto 5000 m depth for 5½" X 20-23 PPF casing completion with 73mm (2⅞") OD P110 premium X 6.4 PPF tubing and 2.9/16" X 10,000 PSIG W.P. well head (X-Mas Tree) assembly and having the following parameters.

- a) O.D. of the tubing : 1¼ " or 1 ½" similar to QT 800 or equivalent
- b) Wall thickness : 0.109" or above
- c) Minimum Length of the tubing : 5,500 mtrs
- d) Requisite pipe/fittings for rig-up : As required

## **2.2 NITROGEN PUMPING UNIT**

The bidder shall provide Self-propelled & Self-contained (i.e. composite unit with Liquid Nitrogen Tank with pumper) Nitrogen pumping Unit (NPU) mounted on an Oil field truck capable of pumping and vaporizing 180000 SCFH (MAX) along with a minimum storage tank of capacity 2000 US gallons liquid nitrogen. The bidder should provide all the necessary surface connections/fittings for smooth and successful operation of the job. The unit shall have nitrogen pumping vaporizing system capable of pumping up to 180000 SCFH of gaseous nitrogen and pressure up to 10,000 psi.

- 2.3** Any other equipment / tools/ spares for successful well activation service, but not mentioned above.

## **3.0 TUBING CONVEYED PERFORATION**

The tools shall be run-in with **2 7/8" OD P-110 ABTC4S Connection Tubing**. Tools shall be rated to minimum 15,000 psi pressure and 300 °F temperature, if not mentioned otherwise. Minimum Tensile strength **150000 lbs.**

## **3.1 5 1/2" RETRIEVABLE PACKER**

The packer used shall comply with the following:

- 2 7/8" premium connections
- The packer shall be capable of holding pressure differential 10000 psi from above as well below and temperature rating: 300 °F

- Should have internal fluid bypass to minimize surge / swab during run in and pull out of hole.
- Packer assembly should be able to run, set and retrieved together with TCP gun alongwith the tubing string.
- Auto jay to allow straight pull retrieval with automatic return to running position
- Shall have Hydraulic hold down
- Shall be suitable for 5-1/2 ", 20 -23 ppf
- Compatible with TCP gun operation
- Able to support tailpipe and TCP gun weight
- Sufficient sets of packer redressing kits.

### **3.2 7" RETRIEVABLE PACKER**

The packer used shall comply with the following:

- 2 7/8" premium connections
- The packer shall be capable of holding pressure differential 10000 psi from above as well below and temperature rating: 300 °F
- Should have internal fluid bypass to minimize surge / swab during run in and pull out of hole.
- Packer assembly should be able to run, set and retrieved together with TCP gun alongwith the tubing string.
- Auto jay to allow straight pull retrieval with automatic return to running position
- Shall have Hydraulic hold down
- Shall be suitable for 7", 29 ppf
- Compatible with TCP gun operation
- Able to support tailpipe and TCP gun weight
- Sufficient sets of packer redressing kits

### **3.3 9 5/8" RETRIEVABLE PACKER**

The packer used shall comply with the following:

- 2 7/8" premium connections
- The packer shall be capable of holding pressure differential 10000 psi from above as well below and temperature rating: 300 °F
- Should have internal fluid bypass to minimize surge / swab during run in and pull out of hole.
- Packer assembly should be able to run, set and retrieved together with TCP gun alongwith the tubing string.
- Auto jay to allow straight pull retrieval with automatic return to running position
- Shall have Hydraulic hold down
- Shall be suitable for 9 5/8", 47 ppf
- Compatible with TCP gun operation
- Able to support tailpipe and TCP gun weight
- Sufficient sets of packer redressing kits

### **3.4 PORTED FLOW SUB**

Top Connection: 2.875" 6.5 ppf EUE Box  
Bottom Connection: 2.875" 6.5 ppf EUE Pin  
Material: P-110  
Minimum ID: 1.98"  
Maximum OD: 3.01"  
Other: The flow area of the ports must be greater than the flow area of the tubing

### **3.5 PORTED FLOW SUB WITH GLASS/CERAMIC DISK BELOW PORTS.**

Top Connection: 2.875" 6.5 ppf EUE Box  
Bottom Connection: 2.875" 6.5 ppf EUE Pin  
Material: P-110  
Minimum ID: 2.441"  
Maximum OD: 2.875"  
Other: The flow area of the ports must be greater than the flow area of the tubing

### **3.6 MECHANICAL FIRING HEAD FOR 3.3/8" SCALLOPED ERHSC PERFORATING GUN ALONG WITH RELATED ACCESSORIES**

Maximum OD: Suitable for 5.1/2" casing  
Top Connection: 2.875" EUE Box  
Bottom Connection: As required to make up to safety spacer and or ERHSC  
Material: As required to meet the conditions described in Preamble

**Charge Type/Percussion Detonator/Booster: HMX or other suitable for use at 300°F.**

### **3.7 MECHANICAL FIRING HEAD FOR 4.1/2" (OR HIGHER SIZE SUITABLE FOR 7" LINER) SCALLOPED ERHSC PERFORATING GUN ALONG WITH RELATED ACCESSORIES**

Maximum OD: Suitable for 7" casing  
Top Connection: 2.875" EUE Box  
Bottom Connection: As required to make up to safety spacer and or ERHSC  
Material: As required to meet the conditions described in Preamble

**Charge Type/Percussion Detonator/Booster: HMX or other suitable for use at 300°F.**

### **3.8 MECHANICAL FIRING HEAD FOR 7" SCALLOPED ERHSC PERFORATING GUN ALONG WITH RELATED ACCESSORIES**

Maximum OD: Suitable for 9.5/8" casing  
Top Connection: 2.875" EUE Box  
Bottom Connection: As required to make up to safety spacer and or ERHSC

Material: As required to meet the conditions described in Preamble

**Charge Type/Percussion Detonator/Booster: HMX or other suitable for use at 300°F.**

**3.9 REDRESS KIT FOR MECHANICAL FIRING HEAD FOR 3.3/8" SCALLOPED ERHSC PERFORATING GUN – 6 sets**

**3.10 REDRESS KIT FOR MECHANICAL FIRING HEAD FOR 4.1/2" (OR HIGHER SIZE SUITABLE FOR 7" LINER) SCALLOPED ERHSC PERFORATING GUN – 6 sets**

**3.11 REDRESS KIT FOR MECHANICAL FIRING HEAD FOR 7" SCALLOPED ERHSC PERFORATING GUN – 6 sets**

**3.12 3.3/8" SCALLOPED ERHSC PERFORATING CARRIER BLANK (TO BE USED AS SPACER)**

Top Connection: As required to make up to safety spacer and or ERHSC

Bottom Connection: As required to make up to safety spacer and or ERHSC

Material: As required to meet the conditions described in Preamble

Length: 10 ft minimum each

**3.13 4.1/2" (OR HIGHER SIZE SUITABLE FOR 7" LINER) SCALLOPED ERHSC PERFORATING CARRIER BLANK (TO BE USED AS SPACER)**

Top Connection: As required to make up to safety spacer and or ERHSC

Bottom Connection: As required to make up to safety spacer and or ERHSC

Material: As required to meet the conditions described in Preamble

Length: 10 ft minimum

**3.14 7" SCALLOPED ERHSC PERFORATING CARRIER BLANK (TO BE USED AS SPACER)**

Top Connection: As required to make up to safety spacer and or ERHSC

Bottom Connection: As required to make up to safety spacer and or ERHSC

Material: As required to meet the conditions described in Preamble

Length: 10 ft minimum

**3.15 3.3/8" SCALLOPED ERHSC PERFORATING GUN COMPLETE INCLUDING CHARGES, PRIMA CORD AND CONNECTOR SUBS**

Charge Type: HMX, API - RP43/19B.  
Charge Size: The largest possible that will fit the 3.3/8" ERHSC  
Shot Density: 6 spf  
Shot Phasing: 60 deg  
Entry Hole Diameter: 0.42 inches min (as per API RP 19B section 1)  
Penetration Depth: 35 inches min (as per API RP 19B section 1)  
Prima Cord: HMX or other suitable for use at 300°F minimum.  
Top Connection: As required to make up to safety spacer and or ERHSC  
Bottom Connection: As required to make up to safety spacer and or ERHSC  
Material: As required to meet the conditions described in Preamble

**3.16 4.1/2" (OR HIGHER SIZE SUITABLE FOR 7" LINER) SCALLOPED ERHSC PERFORATING GUN COMPLETE INCLUDING CHARGES, PRIMA CORD AND CONNECTOR SUBS**

Charge Type: HMX, API - RP43/19B.  
Charge Size: The largest possible that will fit the 4.1/2" (or higher size Suitable for 7" Liner) ERHSC  
Shot Density: 12 spf  
Shot Phasing: 135 /45 deg  
Entry Hole Diameter: 0.38 inches min (as per API RP 19B section 1)  
Penetration Depth: 40 inches min (as per API RP 19B section 1)  
Prima Cord: HMX or other suitable for use at 300°F.  
Top Connection: As required to make up to safety spacer and or ERHSC  
Bottom Connection: As required to make up to safety spacer and or ERHSC  
Material: As required to meet the conditions described in Preamble

**3.17 7" SCALLOPED ERHSC PERFORATING GUN COMPLETE INCLUDING CHARGES, PRIMA CORD AND CONNECTOR SUBS**

Charge Type: HMX, API - RP43/19B.  
Charge Size: The largest possible that will fit the 7" ERHSC  
Shot Density: 12 spf  
Shot Phasing: 135 / 45 deg  
Entry Hole Diameter: 0.35 inches min (as per API RP 19B section 1)  
Penetration Depth: 45 inches min (as per API RP 19B section 1)  
Prima Cord: HMX or other suitable for use at 300°F.  
Top Connection: As required to make up to safety spacer and or ERHSC  
Bottom Connection: As required to make up to safety spacer and or ERHSC  
Material: As required to meet the conditions described in Preamble

### **3.18 SUB ASSEMBLY SPACE OUT TUBING PUP JOINTS**

Top Connection:	2.875" 6.5 ppf EUE Box. Equipped with special clearance EUE coupling
Bottom Connection:	2.875" 6.5 ppf EUE Pin.
Material:	P-110
Minimum ID:	2.441"
Maximum OD:	2.875" (Nominal Pipe body OD)
Length:	10 ft
Set:	Contains joints and 6 Nos. of 10 ft. long Joints

### **3.19 RADIOACTIVE MARKER SUB**

Radioactive marker sub with one or two pip tags installed.

Maximum OD: Suitable for running in with 2.7/8" p-110 premium tubing in 5.1/2", 7" and 9.5/8" casing/liner.

Minimum ID: 2.25" or more for passage of 2.1/8" gamma ray tool for depth tagging.

Tensile rating: 150000 lbs.

Features: Should have high visibility on Gamma Ray log compared to natural gamma ray response from the formation.

### **3.20 SUITABLE CROSSOVERS AND ANY OTHER EQUIPMENT/TOOLS ASSOCIATED WITH TCP SERVICE FOR SUCCESSFUL WELL PERFORATION BUT NOT MENTIONED ABOVE SHALL BE UNDER THE CONTRACTORS SCOPE**

**Note 1:** All parts of the TCP Gun system must be rated for the time / exposure at 300 deg F temperature minimum and 15000 psi pressure minimum including detonators, detonating cords, charges, seals, and all other mechanical components.

**Note 2:** Tubing conveyed perforating explosives for operations involving extended time at bottom-hole temperature must remain stable for approximate 100 hrs or more to allow for running in the guns till successful detonation at desired depth.

**Note 3:** For Sl no 5, 7, and 9, bidders may quote either 3 (three) mechanical firing heads or a 1 (one) mechanical firing head with suitable x-overs for adaptability to their gun system used for 5/5.1/2" , 7" and 9.5/8" casing/liner accordingly.

**Note 4:** Contractor has to arrange for export out of unused explosives, if any at the end of the project. Disposal of such unused explosives shall be contractor's responsibility.

## **4.0 SLICKLINE SERVICE**

Truck or Skid mounted slick line unit complete with requisite tools necessary fittings like Lubricator assembly, BOP etc. complete for carrying out Slick line Operations supported by experts to conduct gradient survey, conduct flowing build up, bottom hole pressure –temperature data acquisition (and provide report on data collected), single phase bottom-hole sample collection (and transferring of sample to suitable transfer kit for transportation of the same to Duliajan for analysis at OIL’s Chemical Lab), bottom tagging, fish recovery etc.

### **4.1 SLICKLINE UNIT**

Double drum hydraulic Slick-line winch with power pack complete with 0.108” OD (API-9A) X 20,000 ft (minimum) piano wire on one drum and 0.125” OD (API-9A) X 20,000 ft (minimum) (API 9A) on the other drum. The detail specification of the unit is as under:

The engine shall be complete with Tachometer & Hour meter in addition to all standard gauges & meters, Filters, pressure control equipment (10000 psi rated), Spark Arrester, etc., Emergency/ Safety Engine Shutdown system.

#### **4.1A. OTHER FITTINGS & ACCESSORIES**

- a. Slickline (0.108” x 20,000 ft and 0.125” X 20,000 ft slickline as per API 9A line. A back of each of the above-mentioned slickline sizes shall be kept as 100% redundancy with no extra cost to the company.
- b. Measure meter (Remote readout/Veeder counter assembly) in metric unit for both the lines. – 1 nos each
- c. Hay pulley assembly (for 0.108” and 0.125” slickline)
- d. Line wiper (suitable for 0.108” and 0.125” wire) – 2 nos each
- e. Slickline clamp suitable for 0.108” and 0.125” wire)- 4 nos each
- f. Weight indicator
- g. Hydraulic Stuffing box with 16” sheave along with necessary hose and hand pump Suitable for 0.108” and 0.125” slickline, 10000 psi WP.
- h. 3” ID Lubricator assembly X 10,000 psi of total length not less than 32 feet complete with quick union –
  - a. LUB ASSY 3” ID x 8FT - 2 non ported, 1 ported (1/2” NPT) = 24 ft
  - b. LUB ASSY 3” ID x 4 ft – 1 ported(1/2” NPT), 1 non ported = 8 ft
- i. Wire line BOP of 3” ID, Dual ram hydraulic 10,000 psi WP, for 0.108” and 0.125” wire, hand pump operated and adoptable to the 2 9/16” X 10,000 psi Xmas tree with suitable Cross-overs to adopt in different sizes of well heads.
- j. Quick Test Sub 3” ID - 1 nos. Rating-W.P 10 K (Standard).
- k. Suitable Electronic Tension measuring system associated with Slickline Unit in addition to normal load cell type along with required accessories – 1 nos.
- l. Slickline Fishing Clamp or T Bar Clamp with suitable inserts of 0.108” and 0.125” wire – 2 nos.

#### **4.1 B.DOWNHOLE SLICK-LINE TOOLS**

The bidder shall provide all the necessary down-hole slick line tools, including but not limited to those mentioned below.

SL NO	DESCRIPTION OF TOOL	MINIMUM QUANTITY
1	Paraffin Cutter of sizes 2", 2.1/16", 2.1/8", 2.3/16", 2.1/4", 2.5/16" and 2.3/8"	3 Nos. of each size
2	Tubing Swage for 2. 7/8" OD Tubing	3 Nos.
3	Tubing broach for 2 7/8" OD Tubing	3 Nos.
4	Impression block of different sizes ranging from 1 1/2" to 2 5/16"	1 Set.
5	Blind box of size from 2" to 2 1/4"	2 Nos. of each size
6	Tubing End Locator tool	2 Nos
7	Overshots of different sizes	2 sets
8	Sinker bar of different sizes	5 Nos
9	JD Pulling Tool	2 Nos
10	JU Pulling Tool	2 Nos.
11	Wireline Grab	2 Nos
12	Tubular Jar Assembly	2 Nos.
13	Hydraulic Wire line Jar Assembly	2 Nos
14	Rope Socket suitable for mentioned sizes of slickline	8 nos
15	Mechanical (Stroke) Jar Assembly.	1 nos
16	Any other tool deemed suitable for jobs mentioned under "scope of work"	Suitable Quantity

#### **5.0 SLICKLINE CONVEYED SINGLE PHASE PVT SAMPLER**

- Downhole PVT sampler conveyed through slickline for collecting single phase bottom hole PVT samples from the tubing during Surface Production Testing operation, either during flow or shut-in conditions.
- Internal Clock mechanism for activation of samplers to collect samples at predetermined time.
- The tool shall be suitable to run-in & POOH through 2-7/8 inch OD 6.4 ppf premium tubing (Drift ID = 2.347 inch).
- The bidder has to provide the suitable adapters / crossovers for running in of required sampler with slickline.
- Min 600 cc Chamber
- Minimum Working Pressure – 10K psi.
- Minimum Working Temperature – 300 °F
- Sample Bottles & Transfer kit for surface & bottom hole samples:
  - a. Single Phase High pressure, conventional Oil, 10K psi, 600 cc, IATA conforming, Qty - 8
  - b. High pressure, conventional oil, 5K psi, 600 cc, IATA conforming, Qty – 8 Nos.

- c. Conventional Gas Sampler, 1500 psi, 600 cc & 20 litres, IATA conforming, Qty – 8 nos. each
- d. All bottles above to be supplied with valves and carry cases

## **6.0 SLICKLINE CONVEYED BOTTOM HOLE PRESSURE & TEMPERATURE MEASUREMENT TOOL**

- Slickline conveyed electronic memory gauges along with gauge carriers to carry out bottom hole pressure & temperature survey. The gauges shall have:
  - a) Accuracy  $\pm 1$  psi and  $\pm 0.3$  °C
  - b) Resolution 0.01 psi and 0.01 °C
  - c) Pressure range 0 – 10,000 psi minimum
  - d) Temperature range including battery pack 0 – 150 °C
  - e) Scanning rate 0.1 sec to 10 minutes
  - f) Quartz type
  - g) Temperature rating including battery pack, 150°C
  - h) 100,000 datasets minimum capacity
- The tool shall be suitable to run-in & POOH through 2-7/8 inch OD premium P-110 tubing.
- The bidder has to provide the suitable adapters / crossovers for running in of gauge carrier with slickline.

**Note:** The bidder shall have all essential operating accessories like Interface & Software with laptop, Handling Tool Kit, Tool Carrying Case, Battery pack, cross over, Suitable extra weight (sinker bar), flexible coupler swivel (knuckle joint), crossover etc. The bidder has to use calibrated EMG and has to provide calibration certificate.

## **7.0 OPERATIONAL REQUIREMENT:**

### **7.1 SURFACE EQUIPMENT**

- a. The pressure relief system from all relief devices shall be routed to relief headers for high and low pressure relief. It will be Contractor's responsibility to ensure that the relief system is suitably sized to discharge the maximum gas and / or liquid design flow rate. The discharge shall be directed to the flare stack.
- b. The interconnecting piping shall be laid and installed by the Contractor after due approval from the OIL in charge at site. All piping shall be securely anchored and grouted. When the piping installation has a change of pressure rating, the lower rated pipe shall be adequately protected against overpressure.
- c. Each and any individual component in the process plant downstream of the choke manifold shall have the feature to be bypassed.

- d. Burning of hydrocarbons shall take place without any pollution to atmosphere. All effort shall be made to minimize smoke to air.
- e. All surface pressure containing piping and vessel shall be installed in such a way that blow down of the equipment is possible from a safe area through a manual activation feature.
- f. All process control shall be local pneumatic control.
- g. All the surface equipment necessary for the job shall be skid mounted for ease of transportation and installation.

**7.2 DOWNHOLE TEST TOOLS**

- a. All test string components shall be so designed that all handling on derrick floor can be done safely and efficiently. The internal profiles of the downhole tools shall not have any sharp edges and obstructions.
- b. The equipment shall be designed to withstand loads, pressure and temperature down hole, including maximum applied annulus pressure in addition to the specified maximum working pressure for the tool. Contractor shall make available the design loads to Company at the time of operation.
- c. Bleed off functions shall be provided wherever pressure may be trapped.

**8.0 GENERAL STANDARD OF EQUIPMENT**

All equipment supplied for use upstream of and including the choke manifold is to be rated to a minimum of 10,000 psi WP unless otherwise specified. All equipment supplied for use downstream of the choke manifold is to be rated to a minimum of 5,000 psi unless otherwise specified.

Surface Testing Equipment should be capable of handling 5,000 bbl /day liquids, 10 MMscf/day Gas.

All surface vessel/equipment are to be skid mounted

All lifting equipment should have been manufactured in accordance with API specifications 8A and 8C and should be inspected and certified according to API recommended practice RP8B Categories I-IV.



**QUALIFICATION AND EXPERIENCE OF PERSONNEL**

**1.0 WELL TEST IN-CHARGE (WTI): 1 NO.**

- The incumbent should be Diploma in Engineering (or equivalent) with minimum 10 years of experience in operation and maintenance of Surface Production Testing as an In-charge. He shall assist OIL representative at site in taking decisions.
- He should have fair knowledge of Petroleum Engineering, Well Activation/Stimulation/Killing, Slickline operation etc.
- He should have adequate administrative skills to independently run the operation and manage a group of manpower deployed under him. Amongst these people, he should handle any industrial unrest scenario arising out his subordinates.
- The WTI shall head the team of Contractor's crew and shall carry out all the jobs in consultation with OIL's representative. He shall report to the office of the OIL's representative regularly and also as and when called for receiving instruction / resolving any issue on contractual obligation.
- To recommend well testing plan including TCP string design and PTS equipment layout to OIL India Ltd. for approval.
- The WTI shall attend duty as and when the job demands and shall be available for 24 Hours and shall be in constant touch with the Company representatives stationed at well site.
- He will be overall responsible for the trouble free operation of the equipment/tools.
- He should conversant with all the software to be used for the above services.
- WTI will be responsible for Pre-Job planning, design, operation, post job management, system inspection and maintenance of Surface test equipment.
- He should have knowledge of Hazardous Area and conversant with relevant Safety and Environment Regulations. In operation and maintenance of all the tools and tackles, machineries used for the operation. He should have experience to critical and emergency situation.

## **2.0 PRODUCTION TESTING SUPERVISOR: 2 NOS.**

- The incumbent should be minimum Diploma in Engineering (or equivalent) with minimum 5 years of experience in carrying out Production Testing Services in oil/gas wells.
- The person will be responsible for all the operations mentioned in para 1.0 of Scope of Work.
- The person is to report to WTI for any abnormality in the operation.
- The testing supervisor should be able to work as an expert of well testing and should be able to supervise operations, repair and maintenance of PTS equipment during well testing.
- He should be well versed with the latest testing technology, work procedures, in accordance with internationally recognized safe well testing methodology.
- The testing supervisor will also be responsible for preparing the different production testing plans as per the scope of work, for approval of OIL India Ltd.

## **3.0 WELL TEST OPERATOR: 2 NOS.**

- Well test Operator should have a minimum of 2 years of experience in operating production testing surface equipment.
- All the said personnel should possess valid training certificates from approved agencies under International Safety Management Code in respect of fire prevention and fire fighting and first aid in addition to medical fitness certificate.
- The Contractor should submit a list of personnel who are likely to be deployed for the subject services to Operator for approval. They should fulfil the above qualifications and experience.
- The Contractor shall furnish a list of available personnel who will be deputed for providing services at the beginning of the contract

## **4.0 TCP SPECIALIST: 2 NOS.**

- The TCP Specialist should be minimum Diploma in Engineering (or equivalent) with minimum 5 years of experience in TCP services.
- TCP Specialist should have a minimum of 5 years experience in carrying out TCP operations including 2 years as TCP Supervisor.

- The person will be responsible for all the operation related to TCP operation.
- The person is to report to WTI for any abnormality in the operation.
- The TCP specialist should be able to work as an expert of TCP operation and should be able to supervise operations, repair and maintenance of TCP equipment/tools during well testing.
- He should be well versed with the latest work procedures, in accordance with internationally recognized safe TCP methodology.

**5.0 DATA ACQUISITION, PROCESSING AND INTERPRETATION SPECIALIST: 2 NOS.**

- The incumbent should be Graduate in Engineering (or equivalent) with minimum 5 years independent experience in data acquisition, Processing and interpretation.
- The person is to report to WTI for any abnormality in the operation.

**6.0 OPERATORS FOR NPU SERVICES: 2 NOS.**

- The NPU Operator should be Diploma in Engineering (or equivalent) with minimum 3 years independent experience in operation and maintenance of Nitrogen Pumping Unit.
- The person will be responsible for all the operation related to well activation using Nitrogen Pumping unit.
- The person is to report to WTI for any abnormality in the operation.

**7.0 OPERATORS FOR CTU SERVICES: 2 NOS.**

- The CTU Operator should be Diploma in Engineering (or equivalent) with minimum 3 years independent experience in operation and maintenance of Coiled Tubing Unit.
- The person will be responsible for all the operation related to well activation/stimulation/killing operation using Coiled Tubing Unit.
- The person is to report to WTI for any abnormality in the operation.

## **8.0 SLICKLINE OPERATOR: 2 NOS.**

- The slick line operator shall have oilfield experience of working as a Slick Line Operator for at least 3 years. The operator should be capable of writing and speaking English. The operator should be conversant with well control methods to take independent decisions in case of well emergencies.
- Shall be competent to carry out BHP-BHT operation, Bottom-hole single phase PVT sampling, fishing operations etc.
- The person is to report to WTS for any abnormality in the operation

## **9.0 SLICKLINE SPECIALIST: 1 NO.**

- Persons should have minimum 3 years independent experience in Bottom-hole sampling of reservoir fluids and BHP-BHT data acquisition & analysis.
- The person is to report to WTI for any abnormality in the operation

## **10.0 OTHER CREW MEMBERS:**

- Personnel deployed by the Contractor other than the above mentioned incumbents, in any operation should have minimum 5 years of experience in their relevant field.

## **11.0 OTHER CONDITIONS:**

- The Contractor must maintain their equipment/tools in good operational condition throughout the contract period. The Contractor shall provide and maintain sufficient quantities of spare parts, tools, consumables etc. that are necessary for maintenance and operation of the equipment at no extra cost to Company.
- The Contractor must provide PTS services conforming to good oil field practices comparable to international standards.
- The Contractor shall supply any additional item as indicated as optional requirement at agreed rates, terms and conditions during the contract period.
- The Contractor shall ensure that the equipment quoted is complete in all respect to carry out the operations specified in Tender documents. The Contractor shall also quote for any additional item which is not listed in the Tender document but is essential for operation.

## 12.0 LIST OF PERSONNEL:

The following table shows the summary of list of competent personnel to be deployed by the Contractor.

<b>Sl. No.</b>	<b>Description</b>	<b>Nos.</b>
<b>1</b>	<b>WELL TEST IN-CHARGE (WTI)</b>	<b>1</b>
<b>2</b>	<b>PRODUCTION TESTING SUPERVISOR</b>	<b>2</b>
<b>3</b>	<b>WELL TEST OPERATOR</b>	<b>2</b>
<b>4</b>	<b>TCP SPECIALIST</b>	<b>2</b>
<b>5</b>	<b>DATA ACQUISITION, PROCESSING AND INTERPRETATION SPECIALIST</b>	<b>2</b>
<b>6</b>	<b>OPERATORS FOR NPU SERVICES</b>	<b>2</b>
<b>7</b>	<b>OPERATORS FOR CTU SERVICES</b>	<b>2</b>
<b>8</b>	<b>SLICKLINE OPERATOR</b>	<b>2</b>
<b>9</b>	<b>SLICKLINE SPECIALIST</b>	<b>1</b>

**END OF SECTION-II**

**&&&&&&&&&&**

**PART 3**  
**SECTION-III**

**SPECIAL CONDITIONS OF CONTRACT**

- 1.0 **DEFINITIONS:** The following terms and expression shall have the meaning hereby assigned to them unless the context otherwise requires:
- 1.1 “Equipment” means all Surface production testing and other accessories as listed in the Contract.
- 1.2 “Operation” means all operations required to be carried out pursuant to this Contract.
- 2.0 MOBILIZATION:**
- 2.1 The Equipment, tools, accessories & consumables and manpower etc. as may be required as per scope of work for job execution at site in the very first location under this contract shall be initially mobilised at the notified well site by Contractor within 100 (one hundred) days of receipt of LOA/Mobilisation Notice from Company.
- 2.2 Company reserves the right either to retain the resources of Contractor at site for the next upcoming job in the same well/different well or demobilise entirely/partially at its option. In case of such interim demobilisation, Company shall issue separate notice giving minimum 60 (sixty) days period for Contractor to remobilise their resources to take up the jobs at site, when come up.
- 2.3 In case of interim demobilisation of personnel/manpower only, ten (10) days remobilisation notice shall be provided by Company to redeploy the manpower at site.
- 3.0 CONTRACTOR’S PERSONNEL:**
- 3.1 Selection, replacement, and engagement; determining remuneration of Contractor’s personnel shall be the responsibility of the Contractor. Such employees shall be solely of Contractor’s employees. Contractor shall ensure that its personnel will be competent and efficient. However, the Contractor shall provide details of experience, qualification and other relevant data of the personnel to be deployed for scrutiny and clearance by the Company before their actual deployment under this contract. The Contractor shall not deploy its personnel unless cleared by the Company.
- 3.2 The Contractor shall have a Base Office/Base Camp in India and should identify competent personnel, who shall act for the Contractor in all matters relating to Contractor’s obligations under the Contract.
- 3.3 Contractor shall provide all manpower for necessary supervision and execution of all Work under this Contract to Company’s satisfaction except where otherwise stated. The minimum number of key personnel to be deployed is mentioned in this document.

3.4 **Replacement of Contractor's personnel:** Contractor will immediately remove and replace any Contractor's personnel, who in the opinion of Company, is incompetent, or negligent or of unacceptable behaviour or whose employment is otherwise considered by Company to be undesirable.

3.5 Contractor shall deploy on regular basis, all category of their employee required for economic and efficient Work servicing operations.

#### **4.0 COMPANY'S REQUISITES:**

4.1 Contractor shall, prior to mobilization, furnish to Company a list of all personnel who are to perform the Services. The list shall show each person's qualifications, details of Work history and previous employment with dates, training courses attended, and copies of all pertinent certifications. Personnel must be fluent in written and spoken English.

4.2 If the Contractor plans to change any personnel from the list, the Contractor shall notify Company in advance of the intended change and give Company the above mentioned particulars of the new person.

4.3 Company reserves the right to reject any person on such list, and any subsequent changes to the list.

4.4 A notice period of 10 days shall be given to mobilize the personnel.

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

5.1 Contractor shall provide equipment and personnel to perform the services under the Contract as specified in this document.

5.2 Contractor shall be responsible for maintaining at its own cost adequate stock levels of items including spares and replenishing them as necessary.

5.3 Contractor shall be responsible for the maintenance and repair of all equipment and will provide all spare parts, materials, fuel/lubricants, consumables etc. during the entire period of the contractual period.

5.4 Contractor will provide all POL items for operation of Contractor's equipment at well-site at Contractor's cost. There shall be no escalation in the day rates and others throughout the duration of the Contract including extension, if any, on account of any price increase in fuel / lubricants.

5.5 Zero day rate with penalty as per clause 14.0 (b) hereunder will be applicable for shutdown of operations on account of inadequate supply of Contractor's items, including but not limited to, POL, lubricants, personnel etc.

5.6 Contractor should provide all other necessary consumables for the entire services mentioned in PART-3 Section-II of this document at no extra cost to the company, except the liquid nitrogen.

5.7 Company hereby acknowledges that the equipment and tools ("Equipment") that are owned and utilized by Contractor to perform its service obligations under the contract shall be at all times handled and manned by the Contractor. Company shall not be entitled to use / operate/possess any of the Contractor's Equipment for providing services under the contract, except as otherwise expressly provided herein. To clarify that control, custody and possession of Contractor's equipment

will always be with the Contractor. While performing the work for the Company, Contractor may utilize expertise, know-how and other intellectual capital (including intellectual property) which are Contractor's exclusive property and which Contractor may freely utilize in providing services for its other customers, except where expressly and specifically indicated in writing, and in exchange for appropriate agreed payment. Contractor does not develop any intellectual property for ownership by Company. Contractor retains sole ownership of any such intellectual capital (including intellectual property) created by Contractor during the course of providing the services.

## **6.0 CONDUCTING OPERATIONS:**

- 6.1 The Contractor shall carry out all operations mentioned hereunder with due diligence in a safe and workman like manner and in accordance with accepted International oilfield practices.
- 6.2 All the equipment and materials to be provided by Contractor shall be in first class working condition.
- 6.3 Contractor shall be solely responsible for the operation and maintenance of all the equipment and will provide all spare parts, materials, fuel/lubricants, consumables etc. during the entire period of the contractual period.
- 6.4 Upon completion of a operation in a well, statement stating that the well has been completed in accordance with the terms of this Contract and signed by the representatives of both Contractor and Company, will be made available to Company.
- 6.5 **Safety:** The Contractor shall observe such safety regulations in accordance with acceptable oil field practice and applicable Indian Laws. Contractor shall take all necessary measures reasonably to provide safe working conditions and shall exercise due care & caution in preventing fire, explosion and blow out and maintain fire-fighting equipment in sound condition at all times during operation. Contractor shall conduct safety drills etc. regularly.
- 6.6 **Adverse Weather:** Contractor, in consultation with Company, shall decide when, in the face of impending adverse weather conditions, to institute precautionary measures in order to safeguard the well, the equipment and personnel to the fullest possible extent.
- 6.7 **AMENDMENTS OF COMPLETION PROGRAMME:** It is agreed that Contractor shall carry out Operations in accordance with the program to be furnished by Company, which may be amended from time to time by reasonable modification as Company deems fit, in accordance with good oil field practices.

## **7.0 CONTRACTOR'S SPECIAL OBLIGATIONS:**

- 7.1 It is expressly understood that Contractor is an independent party and that neither it nor its employees and its subcontractors are employees or agents of Company provided, however, Company is authorized to designate its representative, who shall at all times have access to all the equipment and materials and all records, for the purposes of observing, inspecting and designating the Work to be performed hereunder by Contractor. The Contractor may treat Company's representative at well site as being in charge of Company's designated personnel at well site. The Company's representative may, amongst other duties, observe, test, check and control implementation of operations, equipment and inspect works performed by Contractor or examine records kept at well site by Contractor.

- 7.2 The Contractor shall furnish full particulars of crews e.g. name, nationality, passport number, date and place of issue and expiry date of passport, father's name, date and place of birth, designation etc., three (3) weeks before the start of activities.
- 7.3 The Contractor shall primarily and solely be responsible for obtaining customs clearance for importation, if any, into India of the Contractor's equipment, spare parts, consumables etc. in connection with the execution of the Work. Any demurrage in this process will be at the Contractor's cost. Contractor shall bear all requisite port fees, clearance fees, transit agent fees, inland transportation charges from port to Site etc.
- 7.4 The Contractor will be fully responsible for any unauthorized imports or wrong declaration of goods and will have to pay the penalty and other consequences as levied by the port/customs authorities for such unauthorized imports.
- 7.5 Subject to clauses in 'Special Conditions of Contract', the Contractor shall bear all expenses on account of repair/ replacement of all their equipment etc. consequent upon any damage/ loss/ non-performance during the course of operation.
- 7.6 The Contractor shall be bound by laws and regulations of Government of India and other statutory bodies in India in respect of use of wireless sets, maps, charts, entry regulations, security restrictions, foreign exchange, work permits, customs etc.
- 7.7 The Contractor shall use to the fullest extent all facilities available in India provided they are technically/ operationally acceptable.
- 7.8 The Contractor shall follow its own safety rules, in addition to rules prescribed under Indian Laws in this respect.
- 7.9 The Contractor shall arrange for security of their camp sites, fly camps, equipment, establishment etc. while in Contractor's custody at their own cost.
- 7.10 The equipment/tools to be furnished by the Contractor under this Contract is the Contractor's property and shall always remain in the possession of the Contractor with the exclusive right to use of such equipment/tools by the Contractor for providing services under this Contract.
- 7.11 The Contract Price shall remain firm and fixed during the execution of the Contract and not subject to variation on any account.
- 7.12 The Contractor shall be responsible for, and shall provide for all requirements of their personnel, and of their sub-contractor, if any, including but not limited to their insurance, housing, medical services, messing, transportation (both air and land transportation), vacation, salaries and all amenities, termination payment and all immigration requirement and taxes, if any, payable in India or outside at no charge to the Company.
- 7.13 The Well Testing In-charge shall have all power requisite for performance of the Work. They shall liaise with the Company's representative for the proper co-ordination and timely completion of the job and on any other matters pertaining to the job.

- 7.14 **Compliance With Company's Instructions:** The Contractor shall comply with all instructions of Company consistent with the provision of this Contract, but not limited to Work program, safety instructions, confidential nature of information, etc. Such instructions shall, if the Contractor requests, be confirmed in writing by Company's representative.
- 7.15 **WELL RECORDS:** Contractor shall keep/provide the record of operation on daily basis of each well on to the Company's Representative.
- 7.16 Contractor shall arrange for inland transportation of all equipment, etc. from their Supply base/ port of import to the Site and back at the end of the Contract at their own expense. Arrangement of Road Permits and payment of Entry Tax for bringing equipment/material to Work place shall be Contractor's responsibility.
- 8.0 INDEMNITY:** Due to the uncertainty of variable well conditions and the fact that interpretation of logs are opinions based upon inferences from measurements and empirical relationships with respect to which analysts may differ, Contractor cannot and does not warrant the accuracy of completeness of any interpretation, recommendation reservoir description, analysis, measurement, log, report, study, advice, design or data, furnished by the Contractor hereunder ("information"), and the Company has full responsibility for any decision of whatever nature (including without limitation any financial or operational decision) based upon the information and shall defend, indemnify and hold the Contractor harmless in respect thereof, notwithstanding anything herein to the contrary.

**9.0 RIGHTS AND PRIVILEGES OF COMPANY:**

Company shall be entitled –

- 9.1 To check the Equipment and other Contractor's items before the commencement of operation. If they are not found in good order or do not meet specifications as per Annexure-I or in case of non-availability of some of the Contractor's items listed Annexure-I, the Contractor may not be allowed for commencement until the Contractor has remedied such default.
- 9.2 To approve the choice of sub-contractors for any essential third party contract, concerning materials, equipment, personnel and services to be rendered by Contractor.
- 9.3 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.
- 9.4 To order suspension of operations while and whenever:
- a) Contractor's personnel is deemed by Company to be not satisfactory, and/ or
  - b) Contractor's equipment does not conform to regulations or to the specifications laid down in the Contract, and/ or
  - c) Contractor's equipment turns into a danger to personnel on or around the Equipment or to the well, and/ or
  - d) Contractor's insurance in connection with the operations hereunder is found by Company not to conform to the requirements set forth in the Contract, and/ or
  - e) Contractor fails to meet any of the provisions in the Contract, and/ or
  - f) Any shortage in key/additional (compulsory) personnel and inadequacy of other personnel.

9.5 To reduce the rates reasonably, at which payments shall be made if the Contractor is allowed to continue the operation despite having certain deficiency in meeting the requirements as per provision in the Contract.

**10.0 HEADINGS:**

The headings of the clauses of the Contract are for convenience only and shall not be used to interpret the provisions hereof.

**11.0 PRE-CHECKS AND PRE-TESTS OF EQUIPMENT/ACCESSORIES:**

11.1 The Contractor shall test, carry out all necessary pre-checks and pre-tests of the equipment/ accessories to ensure trouble free and safe operation prior to each job or as instructed by the Company's Representative. Contractor shall record results of all such tests in the daily job report.

**11.2 DISCIPLINE:**

The Contractor shall maintain strict discipline and good order among their employees and their sub-contractors, if any, and shall abide by and conform to all rules and regulations promulgated by the Company. Should the Company feel with just cause that the conduct of any of the Contractor's personnel is detrimental to Company's interest; the Company shall notify Contractor in writing the reasons for requesting removal of such personnel. The Contractor shall remove and replace such employees at their expense within 7 days from the time of such instruction given by the Company.

**12.0 ASSOCIATION OF COMPANY'S PERSONNEL:**

12.1 Company may depute one or more than one representative(s)/ engineer(s) to act on its behalf for overall co-ordination and operational management at location. Company's representative will be vested with the authority to order any changes in the Scope of Work to the extent so authorized and notified by the Company in writing. He shall liaise with the Contractor and monitor progress to ensure timely completion of the jobs. He shall also have the authority to oversee the execution of jobs by the Contractor and to ensure compliance of provisions of the Contract.

12.2 Company's representatives shall have free access to all the equipment of the Contractor during operations as well as idle time for the purpose of observing/ inspecting the operations performed by the Contractor in order to judge whether, in Company's opinion, the Contractor is complying with the provisions of the Contract.

12.3 The Contractor should maintain sufficient stock of the critical spare part to avoid any major shut down. Contractor must observe all safety and statutory norms applicable to the Company to prevent surface pollution and injury to personnel working in the area.

**13.0 AREA OF OPERATION:** The Company reserves the right to deploy the Contractor for Services against this Contract under the same rates, terms and conditions anywhere in its operational areas in the North-Eastern States of India including Mizoram.

**14.0 PENALTY:** In the event of Contractor’s failure to strictly adhere in providing equipment, the penalty shall be levied at the following rates:

<b>FAILURE</b>	<b>PENALTY</b>
<p>a. Shut down/break down of any Tool(s) / Equipment(s) during any operation.</p> <p>b. Shut down of any operation due to non-availability of Equipment(s) /manpower/ tools/ spares /consumables etc.</p> <p>c. Delay in Inter Location Movement / Mobilization of Manpower/ Tool(s) / Equipment(s) etc.</p>	<p>a. Zero rate as per Clause No. “J” of Section-IV will be applicable for the period of shut down on pro-rata basis plus penalty of 15% of the day rate (operating charge) if the equipment is not brought into operation within 2 (two) hrs.</p> <p>b. Zero rate for entire unit(s) for the period of shut down on pro-rata basis plus penalty of 15% of the operational day charges.</p> <p>c. Any delay in Inter Location Movement / Mobilization of Manpower/ Tool(s) / Equipment(s) beyond the standard, as stipulated in Section III Clause No. C (iii), G &amp; H, penalty at the rate of 2% per hour of total cost for Interim Mobilization (calculated @ 50% of quoted interim mob/demob charges) subject to maximum of 15% shall apply.</p>

**END OF SECTION-III**

**&&&&&&&&**

## **PART - 3**

### **SECTION-IV**

#### **SCHEDULE OF RATES**

The bidder shall quote the following Schedule of Rates in their price bid as per the format provided herein vide PROFORMA – B. The deployment of personnel & equipment will be purely on call out basis (as & when required at well site). Contractor shall setup the equipment and personnel at the designated well site as required for well testing within 100 (one hundred) days from the date of mobilisation notice issued by Company. The equipment (partially or completely) and personnel will be demobilized by Contractor upon receipt of demobilization notice from the Company after completion of production testing in each well. However, Company reserves the right to retain the equipment and/or personnel etc. in standby mode even after completion of testing of particular zone/well (as may be decided by Company), during which standby day rate as provisioned herein shall become applicable. Payment shall be made for the actual execution/deployment/ utilisation based on the unit rates to be quoted in PROFORMA-B and accepted by Company.

#### **A. INITIAL MOBILIZATION CHARGES TO THE VERY FIRST WELL: CONTRACTOR'S TOOLS / EQUIPMENT WITH ALL ACCESSORIES:**

- i) **Mobilization Charges** of requisite Tools, Equipment and accessories/ consumables/spares etc. from Contractor's base upto the very first well for providing Production Testing Services under the contract shall be quoted on all inclusive lump sum basis.
- ii) **Mobilization Charges** for the initial well testing shall cover all local & foreign costs to be incurred by the Contractor in relation to mobilisation as above including transportation/freight, insurance, all local taxes & duties, port fees, documentation and any other cost as may be deemed necessary, but excluding Customs duty (which will be to OIL's account, if applicable) on the items declared by Contractor in Proforma-A.
- iii) The initial **Mobilization Charges** as above shall be paid one time and become payable upon completion of Mobilization as defined in Clause 2.2 of Section-I (PART-3) i.e, under 'General Conditions of Contract'.
- iv) The initial **Mobilization Charges** as provisioned in the price bid format shall not be quoted more than ten percent (10%) of the evaluated total value for the respective service package.

#### **B. FINAL DE-MOBILIZATION CHARGES FROM THE LAST WELL: (TOOLS / EQUIPMENT WITH ALL ACCESSORIES)**

- i) The final **Demobilization Charges** of Contractor's all Tools, Equipment and accessories/consumables/spares etc. from the site in Mizoram after completion of last & final well testing under the contract shall be quoted on lump sum basis, which must include all charges to Contractor in connection with demobilization upto Contractor's base/yard as may be required.

- ii) **Charges** for the final De-mobilisation (last well) shall be paid only once, if quoted, and shall become payable to Contractor by the Company after successful execution of contract and upon fulfillment of all contractual obligations by the Contractor.
- iii) All contractual day rates/charges, whatsoever, on account of Contractor's Tools/Equipment/Spare/Accessories etc. under this contract shall cease to exist with effect from the day, time or event as to be notified in the demobilization notice issued by Company.
- iv) All charges connected with demobilization including all fees, duties and taxes in relation thereto, insurance and transportation/freight within India or on export/re-export outside India will be to Contractor's account.
- vi) The quoted Demobilization Charges should not exceed ten percent (10%) of the total evaluated Contract value.
- vii) Contractor is required to clear off the Site within 10 (ten) days and complete Demobilization within 30 (thirty) days from the date of "De-Mobilization Notice" served by the Company.

**C. INTERIM DEMOBILIZATION & REMOBILIZATION CHARGES  
[TOOLS / EQUIPMENT WITH ACCESSORIES]**

- i) The bidder is required to quote **Interim De-Mobilization & Re-Mobilization Charges** on lump-sum basis from/to any well during the currency of contract, if so opted by Company. Company retains the right to Demobilize Contractor's Equipment & Tools temporarily from any well Site with 7 (seven) days notice and Remobilize the consignment to same well or another well in Mizoram in case of, but not limited to, need for temporary suspension of Company's activity for operational reasons, or any other reason as deemed fit to the Company. In such an event these lump-sum charges shall be payable to the Contractor after the Remobilization is completed on receipt of remobilization notice from the Company.
- ii) No Rental Charges or Operating Day Rate (ODR) or Standby Day Rate (SDR) on any account will become payable from the time when Interim Demobilization notice is issued or as notified therein by Company till Remobilization is completed under Company's advice (to designated well site).
- iii) Contractor is required to remobilize all the tools/equipment to designated well site within 60 (sixty) days from interim re-mobilization notice issued by Company.

**D. OPERATING DAY RATE CHARGES [ODR]  
[TOOLS / EQUIPMENT/ CONSUMABLES WITH ALL ACCESSORIES]:**

- i. The Operating Day Rate (**ODR**) for TCP Services shall be payable for the period starting from the TCP Tool is lowered below Rotary Table till it is pulled out of hole above rotary table.
- ii. The **ODR** for the Surface Production Testing Services & Well Activation/Stimulation/Killing Service (using CTU & NPU) shall be payable for the period when the equipment are put in operation.
- iii. The **ODR** for the BHP/BHT measurement tool shall be payable for the period when the Tools are lowered below the rotary table till it is pulled out of hole above rotary table.

- iv. The **ODR** for the bottom-hole PVT Sampler shall be payable for the period when the Tools are lowered below the rotary table till it is pulled out of hole above rotary table and the collected sample is safely transferred to transfer kit.
- v. The **ODR** for the Slickline Unit shall be payable for the period when the Tool string is lowered below the rotary table till it is pulled out of hole above rotary table.
- vi. The **ODR** will be quoted per day of 24 hours basis. However, payment for part of a day shall be computed on pro-rata basis rounding upto the nearest full hour of operation.
- vii. If the Contractor's tool/equipment fails to perform, for any reason during the course of operation, then no **ODR** shall become payable for the entire unit of the service until the equipment/tool is put back in to operating condition or evidenced by demonstration of operation in actual tests or use to the satisfaction of OIL.

**E. STANDBY DAY RATE CHARGES [SDR]  
(TOOLS/EQUIPMENT/CONSUMABLES WITH ALL ACCESSORIES)**

- i) The Standby Day Rate (**SDR**) for tools & equipment shall be payable from the date & time of completion of Mobilization at designated site, and when the tools/ equipment are not in operation (Surface Testing Services & Well Activation/Stimulation/Killing Service (using CTU & NPU), under the following conditions:
  - a. Contractor's equipment is defect free and ready to undertake operation but well is not ready.
  - b. Job is completed but the notice of demobilization/Interim demobilization is not issued by Company.
- ii) The **SDR** will be considered on day rate basis for a day of twenty four (24) hours. However, for any part of a day, the SDR will be computed on pro-rata basis rounding upto nearest full hour.
- iii) All other necessary equipment, tools and accessories etc. shall be provided by the Contractor for due performance of the intended services without any additional rental charges to Company.
- iv) No **SDR** will be paid to BHP/BHT measurement tool and bottom-hole PVT sampler.
- v) **SDR** shall not be applicable when **ODR** is payable to Contractor.

**F. MONTHLY RENTAL CHARGES (MRC)**

**MRC** for TCP tools, Slickline unit, BHP/BHT measurement Tool, Single Phase Bottom-hole PVT sampler and Sample bottles with transfer kits shall be payable once the mobilization is completed till demobilization notice is served by the Company. Daily rental charges or hourly rental charges shall be computed by pro-rating the Monthly Rental Charges.

**Note for INTER-LOCATION MOVEMENT (For TCP and Slickline Service Package):**

- a) The Contractor shall be solely responsible to carry out inter-location shifting/ transportation of their entire tool & equipment(s) related to TCP service package and Slickline Service Package from one location after completion of drilling/testing program to the next location as to be decided/notified by Company to take up the Services at the forward location under the contract. No separate Inter-location shifting/transportation charges will be payable to the Contractor for inter-location movement of TCP service package and Slickline Service Package. The distance between any two locations / wells is expected to be within 100 Kms.
- d) The Contractor shall complete the inter-location movement for TCP and Slickline Service Package alongwith the interim mobilization notice served by the Company for other service packages (i.e. within a period of 60 days) in order to mobilize the entire services at forward location within the interim mobilization notice period.

**G. MOBILIZATION CHARGES OF PERSONNEL TO WELL SITE**

- i) **Mobilization Charges of Personnel** as Lump Sum shall be payable to the Contractor after the completion of **Mobilization** as defined in Clause 2.2 of Section-I (PART-3) i.e, 'General Conditions of Contract'. The Contractor shall mobilize the personnel on receipt of notice from the Company.
- ii) **Mobilization Charges** shall cover all costs of Contractor including but not limited to travel expenses, in-transit accommodation charges, visa fees, personal insurance, etc. for Contractor's Personnel to reach the Company designated Site on receipt of the mobilization notice from Company.

**H. DEMOBILIZATION CHARGES OF PERSONNEL FROM WELL SITE**

- i) **Demobilization Charges of personnel** shall be payable to the Contractor on **"LUMP SUM"** basis after the departure of Contractor's personnel from any designated well Site on receipt of demobilization notice from Company.

**NOTE:** The Company retains the right to "mobilize & demobilize" Contractor's personnel "to and from" any drilling location depending upon operational requirement. Also, the Company retains right to remobilize the personnel to any drilling location at any time during the course of the Contract depending upon operational requirement. Thus, Contractor is required to fulfil their obligation on Mobilization/Demobilization of personnel upon receipt of appropriate notice from the Company.

**I. DAY RATE CHARGES FOR PERSONNEL (DRP)**

- i) The **DRP** shall be payable for personnel against respective service from the time of their arrival at site till the demobilisation notice for personnel is issued by Company.
- ii) The **DRP** will be quoted per day of 24 hours basis. However, payment towards part of a day shall be calculated on pro-rata rounding upto nearest full hour basis.
- iii) The **DRP** shall not be payable if the Contractor's tool/equipment fails to perform, for any reason whatsoever during the course of operation(s) until the equipment/tool is put back in to operating condition.

- iv) Food, accommodation and first-aid facility as available at Rig site shall be provided to Contractors' personnel free of charge by Company during their stay at site on call to perform the jobs under the contract.

**J. ZERO/NIL RATE**

Notwithstanding any provision in this Contract, no charges shall be payable for the period, the job or activity assigned to the Contractor is halted due to break-down of Contractor's tools/equipment, non-availability of contractor's personnel or for any other reason whatsoever attributable to the Contractor.

**K. CONSUMABLES:**

The Contractor has to quote the cost of consumables i.e. liquid Nitrogen, as per price format (Proforma-B) on all inclusive FOR destination (well site) basis.

**Note:** Contractor should provide all other necessary consumables for the entire services detailed under Scope of Work (Section-II, PART-3) of this document, except liquid nitrogen at no extra cost.

**L. DAY RATE FOR TOOLS/EQUIPMENT/PERSONNEL DURING FORCE MAJEURE:**

- i. In case of occurrence of a force majeure situation during the tenure of contract when Contractor's equipment & personnel are on call at well site, the standby day rate for equipment/tools etc. and the day rate for Personnel shall be restricted to 50% (fifty percent) only for the purpose of payment. This will be considered as Force Majeure Day Rate.
- ii. The Force Majeure Rate shall be payable during the first 10 days period of Force Majeure situation. No payment shall accrue to the Contractor beyond the first 10 days period unless mutually agreed upon.

**GENERAL NOTES:**

- i. The services of Crane as may be required for loading and unloading at the respective well site/location will be arranged by Company free of cost through a third party Service Provider (i.e., Drilling Rig Service Provider). But, necessary supervision to ensure safe loading and unloading will be the sole responsibility of the Contractor.
- ii. Bidders should indicate name and address of their Indian agent if any and also should specify the percentage of commission involved/included in their quoted rates. In case no Indian Agent Commission is involved, then the same should be shown as "**NIL**". If the same is not categorically specified in the bid then it will be automatically construed that no agency commission is involved and Company's decision in this regard shall be final & binding on Contractor.
- iii. Bidder should submit, alongwith their technical Bid, the list of items to be imported into India in connection with execution of this contract as per Proforma-A, enclosed without indicating any price/cost details therein. However, the same format must also be uploaded with their Priced Bid duly incorporating the costs/rates in the respective columns therein.

- iv. From the Proforma-A, bidder should identify the items of re-exportable in nature (i.e. items which will not be consumed during the execution of the contract and required to be exported outside India after completion of the contract). Total CIF value of such items should be shown in the “PRICE BID FORMAT” only as CIF (RE-EX).
- v. Similarly from the Proforma-A, bidder should identify the items of consumable in nature (i.e. items which will be consumed during the execution of the contract). Total CIF value of such items should be shown in the “PRICE BID FORMAT” only as CIF (CONSUMABLES).

**END OF SECTION - IV**

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## **PART 4**

## **PROFORMA - B**

### **PRICE BID FORMAT** (FOR BID EVALUATION)

**Tender No.: CNGXXXXP14**

**HIRING OF “SURFACE PRODUCTION TESTING SERVICES, WELL ACTIVATION/ STIMULATION/KILLING SERVICES (USING COILED TUBING UNIT & NITROGEN PUMPING UNIT), TUBING CONVEYED PERFORATION SERVICE AND SLICKLINE SERVICE (FOR BOTTOM-HOLE PVT SAMPLING AND BOTTOM-HOLE PRESSURE & TEMPERATURE SURVEY)” FOR TESTING OF TWO EXPLORATORY WELLS IN NELP-VI BLOCK: MZ-ONN-2004/1 IN THE STATE OF MIZORAM, INDIA.**

Bidders are requested to quote rates against each item strictly as shown below. The price bids will be evaluated on the basis of rates quoted by the Bidders and will be compared on the total evaluated value basis.

**Currency of Bid:** \_\_\_\_\_

#### **A. 10K SURFACE PRODUCTION TESTING SERVICE PACKAGE CHARGES “AA”**

Sl No	Particulars	Units	Quantity (A)	Unit Rate (specify currency) (B)	Total Amount (A x B)
A1	Initial Mobilization Charges for surface production testing service package.	Lump sum	1		
A2	Final Demobilization Charges for surface production testing service package.	Lump sum	1		
A3	Interim de-mobilization and re-mobilization Charges for surface production testing service package.	Lump sum	1		
A4	ODR Charges for surface production testing service package.	Per day	60		
A5	SDR Charges for surface production testing service package.	Per Day	32		
<b>TOTAL COST “AA” :</b>					
<b>(Sum-Total of Sl. No. A1 to A5)</b>					

**B. WELL ACTIVATION/STIMULATION/KILLING SERVICES CHARGES (USING CTU & NPU) “BB”**

Sl No	Particulars	Units	Quantity (A)	Unit Rate (specify currency) (B)	Total Amount (A x B)
B1	Initial Mobilization Charges for well activation/stimulation/killing service package.	Lump sum	1		
B2	Final Demobilization Charges for well activation/stimulation/killing service package.	Lump sum	1		
B3	Interim de-mobilization and re-mobilization Charges for well activation/stimulation/killing service package.	Lump sum	1		
B4	ODR Charges for well activation/stimulation/killing service package.	Per Day	10		
B5	SDR Charges for well activation/stimulation/killing service package.	Per Day	82		
<b>TOTAL COST “BB” :</b>					
<b>(Sum-Total of Sl. No. B1 to B5)</b>					

**CONSUMABLES: WELL ACTIVATION SERVICE CHARGES (USING NPU) “BBA”**

Sl No	Particulars	Units	Quantity (A)	Unit Rate (specify currency) (B)	Total Amount (A x B)
BBA	<b>Liquid Nitrogen</b>	Per Gallons	20000		
<b>TOTAL COST “BBA”:</b>					

**C. TUBING CONVEYED PERFORATION SERVICE PACKAGE CHARGES “CC”**

SL NO	ITEM	UNIT	QTY (A)	Unit Rate (specify currency) (B)	Total Amount (A x B)
C1	MOBILIZATION CHARGES FOR TCP SERVICE (FOR 5”/5.1/2”, 7” & 9.5/8”).	Lump sum	1		
C2	DEMOBILIZATION CHARGES FOR TCP SERVICE (FOR 5/5.1/2”, 7” & 9.5/8”).	Lump sum	1		
C3	MONTHLY RENTAL CHARGES FOR TCP SERVICE PACKAGE.	Per Month	12		
C4	OPERATING CHARGE – 3.3/8” TCP GUN WITH PACKER.				
	a) LOADED TCP GUN	PER METER	36	QUOTE RATE PER METER <b>(P)</b>	<b>Total of C4 =</b> 36*P + 20*Q + 4*R + 4*S + 4*T
	b) CARRIER BLANK GUN	PER METER	20	QUOTE RATE PER METER <b>(Q)</b>	
	c) 3.3/8” FIRING HEAD	PER RUN	4	QUOTE RATE PER RUN <b>(R)</b>	
	d) 5.1/2” RETRIEVABLE PACKER	PER RUN	4	QUOTE RATE PER RUN <b>(S)</b>	
	e) OTHER STANDARD TCP ACCESSORIES	PER RUN	4	QUOTE RATE PER RUN <b>(T)</b>	
C5	OPERATING CHARGE – 4.1/2” TCP GUN WITH PACKER				
	a) LOADED TCP GUN	PER METER	36	QUOTE RATE PER METER <b>(P)</b>	<b>Total of C5 =</b> 36*P + 20*Q + 4*R + 4*S + 4*T
	b) CARRIER BLANK GUN	PER METER	20	QUOTE RATE PER METER <b>(Q)</b>	
	c) 4.1/2” FIRING HEAD	PER RUN	4	QUOTE RATE PER RUN <b>(R)</b>	
	d) 7” RETRIEVABLE PACKER	PER RUN	4	QUOTE RATE PER RUN <b>(S)</b>	
	e) OTHER STANDARD TCP ACCESSORIES	PER RUN	4	QUOTE RATE PER RUN <b>(T)</b>	

C6	OPERATING CHARGE – 7” TCP GUN WITH PACKER				
	a) LOADED TCP GUN	PER METER	36	QUOTE RATE PER METER(P)	<b>Total of C 6</b> = 36*P + 20*Q + 4*R + 4*S + 4*T
	b) CARRIER BLANK GUN	PER METER	20	QUOTE RATE PER METER (Q)	
	c) 7” FIRING HEAD	PER RUN	4	QUOTE RATE PER RUN (R)	
	d) 9.5/8” RETRIEVABLE PACKER	PER RUN	4	QUOTE RATE PER RUN (S)	
	e) OTHER STANDARD TCP ACCESSORIES	PER RUN	4	QUOTE RATE PER RUN (T)	
<b>TOTAL COST “CC”:</b> <b>(Sum-Total of Sl. No. C1 to C6)</b>					

**NOTE :** Other Standard TCP Accessories as mentioned above includes the following:

1. Redress Kits for the TCP equipment 2.875” Ported Flow sub with Glass / ceramic disk, Retrieval Packers, Mechanical Firing Heads or any other equipment should be included with respective quotes.
2. For suitable crossovers and any other equipment required with TCP service as per contractor system requirement to be included in the above quote accordingly.

**D. SLICKLINE SERVICE CHARGES (FOR BOTTOM-HOLE SINGLE PHASE PVT SAMPLING & BHP-BHT MEASUREMENT & ANALYSIS SERVICES) “DD”**

Sl No	Particulars	Units	Quantity (A)	Unit Rate (specify currency) (B)	Total Amount (A x B)
D1	Mobilization Charge for Slickline Unit.	Lump sum	1		
D2	Mobilization Charge for BHP/BHT measurement tool (Electronic Memory Guages).	Lump sum	1		
D3	Mobilization Charge for Single Phase Bottomhole PVT sampler along with sample bottles & transfer kit.	Lump sum	1		
D4	De-Mobilization Charge for Slickline Unit.	Lump sum	1		
D5	De-mobilization Charges for BHP/BHT measurement tool (Electronic Memory Guages)	Lump sum	1		

D6	De-mobilization Charge for Single Phase Bottomhole PVT sampler along with sample bottles & transfer kit.	Lump sum	1		
D7	ODR Charge for Slickline Unit	Per Day	12		
D8	ODR Charge for BHP/BHT measurement tool.	Per Day	12		
D9	ODR Charge for Single Phase Bottomhole PVT sampler.	Per Day	12		
D10	Monthly Rental Charges for Slickline Unit.	Per Month	12		
D11	Monthly Rental for BHP/BHT measurement tool (Electronic Memory Gauges).	Per Month	12		
D12	Monthly Rental for Single Phase Bottomhole PVT sampler.	Per Month	12		
D13	Monthly Rental for Sample bottles with transfer kits.	Per Month	12		
<b>TOTAL COST "DD":</b>					
<b>(Sum-Total of Sl. No. D1 to D13)</b>					

**E. PERSONNEL CHARGES "EE"**

Sl. No.	DESCRIPTION	UNIT	Quantity (A)	Rate (specify currency) (B)	Total (A x B)
E1	<b>Well Test In-charge - 1 No.</b>				
	-Mobilization Charges per Person	Lumpsum	2		
	-Demobilization Charges per Person	Lumpsum	2		
	-DRP per person per day	Days	92		
E2	<b>Production Testing Supervisor - 2 Nos.</b>				
	-Mobilization Charges per Person	Lumpsum	4		
	-Demobilization Charges per Person	Lumpsum	4		
	-DRP per person per day	Days	184		
E3	<b>Well Test Operator - 2 Nos.</b>				
	-Mobilization Charges per Person	Lumpsum	4		
	-Demobilization Charges per Person	Lumpsum	4		
	-DRP per person per day	Days	184		

E4	<b>TCP Specialist – 2 Nos.</b>				
	-Mobilization Charges per Person	Lumpsum	4		
	-Demobilization Charges per Person	Lumpsum	4		
	-DRP per person per day	Days	184		
E5	<b>Data acquisition, Processing and Interpretation Specialist – 2 NOs.</b>				
	-Mobilization Charges per Person	Lumpsum	4		
	-Demobilization Charges per Person	Lumpsum	4		
	-DRP per person per day	Days	184		
E6	<b>Operator for NPU Service – 2 Nos.</b>				
	-Mobilization Charges per Person	Lumpsum	4		
	-Demobilization Charges per Person	Lumpsum	4		
	-DRP per person per day	Days	184		
E7	<b>Operator for CTU Service – 2 Nos.</b>				
	-Mobilization Charges per Person	Lumpsum	4		
	-Demobilization Charges per Person	Lumpsum	4		
	-DRP per person per day	Days	184		
E8	<b>Slickline Operator – 2 Nos.</b>				
	-Mobilization Charges per Person	Lumpsum	4		
	-Demobilization Charges per Person	Lumpsum	4		
	-DRP per person per day	Days	184		
E9	<b>Slickline Specialist – 1 No.</b>				
	-Mobilization Charges per Person	Lumpsum	2		
	-Demobilization Charges per Person	Lumpsum	2		
	-DRP per person per day	Days	92		
<b>TOTAL COST “EE” :</b>					
<b>(Sum-Total of Sl. No. E1 to E9)</b>					

**TOTAL CONTRACT VALUE = “AA” + “BB” + “BBA” + “CC” + “DD” + “EE”**

**NOTE:**

- i) The items mentioned above are to be read in conjunction with the **Scope of Work** (Section-II) and **Schedule of Rates** (Section-III) in PART-3.
- ii) Bid in which the rate for any of the above services is not quoted shall be rejected. However, if no charge is involved for any of the above work, ‘**NIL**’ should be mentioned against such services.
- iii) The quantities shown above are tentative and valid for bid evaluation purposes only. However, payment will be made by Company on actual use.



**PART-4**

**PROFORMA - C**

**BID FORM**

To: General Manager (NEF),  
Oil India Limited,  
Duliajan-786602  
Assam, India

**Sub: Tender No. : CNG3382P15**

*Gentlemen,*

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

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

If our Bid is accepted, we will obtain the guarantee of a bank in a sum not exceeding 7.5% of total evaluated value for one year duration for the due performance of the Contract.

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

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2014.

-----  
Signature

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

**Name of the Bidder:.....**



**PART-4**

**PROFORMA – D**

**STATEMENT OF COMPLIANCE**

<b>SL. NO.</b>	<b>SECTION/ CLAUSE NO.</b>	<b>BRIEF STATEMENT</b>	<b>COMPLIANCE</b>	<b>REMARKS</b>

We undertake that excepting above deviations all other terms and conditions of the tender document shall be fully complied with.

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

Signature and seal of the Bidder:

**Name of Bidder:.....**

**&&&&&&&&&**

**PART-4**

**PROFORMA - E**

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

To: General Manager (NEF),  
Oil India Limited,  
Duliajan-786602  
Assam, India

WHEREAS, (Name of Bidder) \_\_\_\_\_ (hereinafter called "the Bidder") has submitted their offer Dated \_\_\_\_\_ for the provision of certain oilfield services (hereinafter called "the Bid") against OIL INDIA LIMITED, Duliajan, Assam, India (hereinafter called the Company)'s Tender No. CNG3382P15. KNOW ALL MEN BY these presents that we (Name of Bank) \_\_\_\_\_ of (Name of Country) \_\_\_\_\_ having our registered office at \_\_\_\_\_ (hereinafter called "Bank") are bound unto the Company in the sum of ( \* ) for which payment well and truly to be made to Company, the Bank binds itself, its successors and assignees by these presents. SEALED with the common seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_ 2014.

THE CONDITIONS of these obligations are:

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

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

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

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

Name of Bank & Address \_\_\_\_\_

Date: ..... Place \_\_\_\_\_

\* The Bidder should insert the amount of the guarantee in words and figures.

\*\* Date of expiry of Bank Guarantee should be minimum 30 days after the end of the validity period of the Bid.

**&&&&&&&&**

**PART-4**

**PROFORMA - F**

**FORM OF PERFORMANCE BANK GUARANTEE**

To  
To: General Manager (NEF),  
Oil India Limited,  
Duliajan-786602  
Assam, India

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

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

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

We also agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is discharged by the OIL in writing. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the CONTRACTOR and shall remain valid, binding and operative against the Bank.

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

This guarantee is valid until the date \_\_\_\_\_ (calculated at 7 months after Contract completion date).

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

Date .....  
Place \_\_\_\_\_



## **PART-4**

## **PROFORMA - G**

### **CONTRACT FORM**

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

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

WHEREAS, Contractor engaged themselves in the business of offering such services represents that they have adequate resources and equipment, material etc. in good working order and fully trained personnel capable of efficiently undertaking the operations and is ready, willing and able to carry out the said services for the Company as per **Section – II in PART-3** attached herewith for this purpose.

WHEREAS, Company issued a firm Letter of Award No. \_\_\_\_\_ based on Offer No. \_\_\_\_\_ submitted by the Contractor against Company's Tender No. CNG3382P15.

WHEREAS Contractor has accepted Company's Letter of Award vide their letter no. \_\_\_\_\_.

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

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

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

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

3. In consideration of the payments to be made by the Company to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Company to provide the Services and to remedy defects therein in conformity in all respect with the provisions of this Contract.



**PART-4**

**PROFORMA - H**

**PROFORMA LETTER OF AUTHORITY**

TO

To: General Manager (NEF),  
Oil India Limited,  
Duliajan-786602  
Assam, India

Sir,

Sub: OIL's Tender No. CNG3382P15

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

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

Yours Faithfully,

Signature: \_\_\_\_\_  
Name & Designation: \_\_\_\_\_  
For & on behalf of: \_\_\_\_\_

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

**\*\*\*\*\***

**INTEGRITY PACT**

Between

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

And

(Name of the bidder).....hereinafter referred to as "The Bidder/Contractor"

**Preamble:**

The Principal intends to award, under laid down organizational procedures, contract/s for **Hiring of Production Testing Services** for exploratory Drilling in Mizoram, India. The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

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

**Section: 1 -Commitments of the Principal**

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

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

**(2)** If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a Page 2 of 6 substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

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

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

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

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

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

1. If the Bidder/Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressions within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.
2. The Bidder accepts and undertakes to respect and uphold the Principal's Absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
3. If the Bidder/Contractor can prove that he has restored/recouped the Damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.
4. A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.

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

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

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

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

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

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

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

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

#### **Section: 8 -External Independent Monitor/Monitors**

(three in number depending on the size of the contract)

(to be decided by the Chairperson of the Principal)

1. The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.
3. The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality.
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
6. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.
7. If the Monitor has reported to the Chairperson of the Board a Substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
8. The word 'Monitor' would include both singular and plural.

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

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

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

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

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Noida.
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.



**PART-4**

**PROFORMA - J**

**FORMAT OF AGREEMENT BETWEEN BIDDER AND THEIR PARENT COMPANY / 100% SUBSIDIARY COMPANY (As the case may be)**

(TO BE EXECUTED ON STAMP PAPER OF REQUISITE VALUE AND NOTORISED)

This agreement made this \_\_\_ day of \_\_\_ month \_\_\_ year by and between M/s. \_\_\_\_\_ (Fill in the Bidder's full name, constitution and registered office address) hereinafter referred to as bidder on the first part and M/s. \_\_\_\_\_ (Fill in full name, constitution and registered office address of Parent Company/Subsidiary Company, as the case may be) hereinafter referred to as "Parent Company/ Subsidiary Company (Delete whichever not applicable)" of the other part:

**WHEREAS**

M/s. Oil India Limited (hereinafter referred to as OIL) has invited offers vide their tender No. \_\_\_\_\_ for \_\_\_\_\_ and M/s. \_\_\_\_\_(Bidder) intends to bid against the said tender and desires to have technical support of M/s. \_\_\_\_\_[Parent Company/ Subsidiary Company-(Delete whichever not applicable)] and whereas Parent Company/ Subsidiary Company (Delete whichever not applicable) represents that they have gone through and understood the requirements of subject tender and are capable and committed to provide the services as required by the bidder for successful execution of the contract, if awarded to the bidder.

Now, it is hereby agreed to by and between the parties as follows:

1. M/s. \_\_\_\_\_(Bidder) will submit an offer to OIL for the full scope of work as envisaged in the tender document as a main bidder and liaise with OIL directly for any clarifications etc. in this context.
2. M/s. \_\_\_\_\_ (Parent Company/ Subsidiary Company (Delete whichever not applicable) undertakes to provide technical support and expertise, expert manpower and procurement assistance and project management to support the bidder to discharge its obligations as per the Scope of work of the tender / Contract for which offer has been made by the Parent Company/Subsidiary Company (Delete whichever not applicable) and accepted by the bidder.
3. This agreement will remain valid till validity of bidder's offer to OIL including extension if any and till satisfactory performance of the contract in the event the contract is awarded by OIL to the bidder.
4. It is further agreed that for the performance of work during contract period bidder and Parent Company/Subsidiary Company (Delete whichever not applicable) shall be jointly and severally responsible to OIL for satisfactory execution of the contract.
5. However, the bidder shall have the overall responsibility of satisfactory execution of the contract awarded by OIL.

In witness whereof the parties hereto have executed this agreement on the date mentioned above.

For and on behalf of  
(Bidder)

For and on behalf of  
(Parent Company/Subsidiary  
Company(delete  
whichever not applicable)

M/s.....

M/s.....

Witness:

Witness:

1)

1)

2)

2)

**&&&&&&&**

## **PART-4**

## **PROFORMA - K**

### **PARENT COMPANY/ SUBSIDIARY COMPANY GUARANTEE**

***(Delete whichever not applicable)***

(TO BE EXECUTED ON STAMP PAPER OF REQUISITE VALUE AND NOTORISED)

#### **DEED OF GUARANTEE**

THIS DEED OF GUARANTEE executed at ..... this ..... day of ..... by M/s ..... (mention complete name) a company duly organized and existing under the laws of ..... (insert jurisdiction/country), having its Registered Office at ..... hereinafter called "the Guarantor" which expression shall, unless excluded by or repugnant to the subject or context thereof, be deemed to include its successors and permitted assigns.

#### WHEREAS

M/s Oil India Limited, a company duly registered under the Companies Act 1956, having its Registered Office at Duliajan in the State of Assam, India, hereinafter called "OIL" which expression shall unless excluded by or repugnant to the context thereof, be deemed to include its successor and assigns, invited tender number CNG3382P15 for ..... on .....

M/s ..... (mention complete name), a company duly organized and existing under the laws of ..... (insert jurisdiction/country), having its Registered Office at ..... (give complete address) hereinafter called "the Company" which expression shall, unless excluded by or repugnant to the subject or context thereof, be deemed to include its successor and permitted assigns, have, in response to the above mentioned tender invited by OIL, submitted their bid number ..... to OIL with one of the condition that the Company shall arrange a guarantee from its parent company guaranteeing due and satisfactory performance of the work covered under the said tender including any change therein as may be deemed appropriate by OIL at any stage.

The Guarantor represents that they have gone through and understood the requirement of the above said tender and are capable of and committed to provide technical and such other supports as may be required by the Company for successful execution of the same.

The Company and the Guarantor have entered into an agreement dated ..... as per which the Guarantor shall be providing technical and such other supports as may be necessary for performance of the work relating to the said tender.

Accordingly, at the request of the Company and in consideration of and as a requirement for OIL to enter into agreement(s) with the Company, the Guarantor hereby agrees to give this guarantee and undertakes as follows:

1. The Guarantor (Parent Company / 100% Subsidiary Company ***(Delete whichever not applicable)***) unconditionally agrees that in case of non-performance by the Company of any of its obligations in any respect, the Guarantor shall, immediately on receipt of notice of demand by OIL, take up the job without any demur or objection, in continuation and without loss of time and without any cost to OIL and duly perform the obligations of the Company to the satisfaction of OIL.
2. The Guarantor agrees that the Guarantee herein contained shall remain valid and enforceable till the satisfactory execution and completion of the work (including discharge of the warranty obligations) awarded to the Company.

3. The Guarantor shall be jointly with the Company as also severally responsible for satisfactory performance of the contract entered between the Company and OIL.
4. The liability of the Guarantor, under the Guarantee, is limited to the 50% of the annualized contract price entered between the Company and OIL. This will, however, be in addition to the forfeiture of the Performance Guarantee furnished by the Company.
5. The Guarantor represents that this Guarantee has been issued after due observance of the appropriate laws in force in India. The Guarantor hereby undertakes that the Guarantor shall obtain and maintain in full force and effect all the governmental and other approvals and consents that are necessary and do all other acts and things necessary or desirable in connection therewith or for the due performance of the Guarantor's obligations hereunder.
6. The Guarantor also agrees that this Guarantee shall be governed and construed in accordance with the laws in force in India and subject to the exclusive jurisdiction of the courts of ....., India.
7. The Guarantor hereby declares and represents that this Guarantee has been given without any undue influence or coercion, and that the Guarantor has fully understood the implications of the same.
8. The Guarantor represents and confirms that the Guarantor has the legal capacity, power and authority to issue this Guarantee and that giving of this Guarantee and the performance and observations of the obligations hereunder do not contravene any existing laws.

For & on behalf of (Parent Company/Subsidiary Company)  
(Delete whichever not applicable))

M/s \_\_\_\_\_

Witness:

1. Signature \_\_\_\_\_  
Full Name \_\_\_\_\_  
Address \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_

Common seal of the  
Company \_\_\_\_\_

Witness:

2. Signature \_\_\_\_\_  
Full Name \_\_\_\_\_  
Address \_\_\_\_\_

**INSTRUCTIONS FOR FURNISHING PARENT/SUBSIDIARY COMPANY GUARANTEE**

1. Guarantee should be executed on stamp paper of requisite value and notarised.
2. The official(s) executing the guarantee should affix full signature (s) on each page.
3. Resolution passed by Board of Directors of the guarantor company authorizing the signatory(ies) to execute the guarantee, duly certified by the Company Secretary should be furnished alongwith the Guarantee.
4. Following certificate issued by Company Secretary of the guarantor company should also be enclosed alongwith the Guarantee.

“Obligation contained in the deed of guarantee No. \_\_\_\_\_ furnished against tender No. \_\_\_\_\_ are enforceable against the guarantor company and the same do not, in any way, contravene any law of the country of which the guarantor company is the subject”

&&&&&&

## **PART-4**

## **PROFORMA - L**

### **FORMAT OF AGREEMENT BETWEEN BIDDER, THEIR SISTER SUBSIDIARY/ CO-SUBSIDIARY COMPANY AND THE ULTIMATE PARENT/HOLDING COMPANY OF BOTH THE BIDDER AND THE SISTER SUBSIDIARY/CO-SUBSIDIARY**

(Strike out whichever is not applicable between Ultimate Parent and Holding Company. Similarly strike out whichever is not applicable between Sister Subsidiary and Co-subsidiary Company)

#### **(TO BE EXECUTED ON STAMP PAPER OF REQUISITE VALUE AND NOTORISED)**

This agreement made this \_\_\_ day of \_\_\_ month \_\_\_ year by and between M/s. \_\_\_\_\_ (Fill in Bidder's full name, constitution and registered office address) \_\_\_\_\_ hereinafter referred to as "Bidder" of the first part and

M/s. \_\_\_\_\_ (Fill in full name, constitution and registered office address of Sister Subsidiary/Co-subsidiary Company of the Bidder) herein after referred to as "Sister Subsidiary/Co-subsidiary" of the second part and

M/s. \_\_\_\_\_ (Fill in the full name, constitution and registered office address of the Ultimate Parent/Holding Company's of both the subsidiaries) hereinafter referred to as "Ultimate Parent/Holding Company" of the third part.

#### WHEREAS

M/s. Oil India Limited (hereinafter referred to as OIL) has invited offers vide their tender No. \_\_\_\_\_ for \_\_\_\_\_ and

M/s. \_\_\_\_\_ (Bidder) intends to bid against the said tender and desires to have a technical support of M/s. \_\_\_\_\_ (Sister Subsidiary/Co-subsidiary Company) and

Sister Subsidiary/Co-subsidiary Company represents that they have gone through and understood the requirements of subject tender and are capable and committed to provide the services as required by the bidder for successful execution of the contract, if awarded to the bidder.

Now, it is hereby agreed to by and between all the three parties as follows:

1. M/s. \_\_\_\_\_ (Bidder) will submit an offer to OIL for the full scope of work as envisaged in the tender document.
2. M/s. \_\_\_\_\_ (Sister Subsidiary/Co-subsidiary Company) undertakes to provide technical support and expertise and expert manpower, material, if any, to support the bidder to discharge its obligations as per the Scope of work of the tender / Contract for which offer has been made by the bidder.
3. This agreement will remain valid till validity of bidder's offer to OIL including extension if any and also till satisfactory performance of the contract in the event the bid is accepted and contract is awarded by OIL to the bidder.
4. Sister Subsidiary/ Co-subsidiary Company unconditionally agrees that in case of award of contract to the Bidder, if the Bidder is unable to execute the contract, they shall, immediately on receipt of notice by OIL, take up the job without any demur or objection, in continuation without loss of time and without any extra cost to OIL and duly perform the obligations of the Bidder/Contractor to the satisfaction of OIL.

5. The Ultimate Parent/Holding Company also confirms and undertakes that the commitment made by the Sister Subsidiary/ Co-subsidiary company in providing the technical support and technical expertise and expert manpower to support the bidder for execution of the contract are honoured.
6. The Ultimate Parent/Holding Company also takes full responsibility in getting the contract executed through the Sister subsidiary/ Co-subsidiary company in case the Bidder/Contractor is unable to execute the contract.
7. In witness whereof the parties hereto have executed this agreement on the date mentioned above.

For and on behalf of (Bidder)	For and on behalf of (Sister Subsidiary / Co- subsidiary)	For and on behalf of (Ultimate Parent / Holding Company)
M/s.....	M/s.....	M/s.....
Witness	Witness	Witness
1)	1)	1)
2)	2)	2)

**Note:** In case of contracts involving - (a) manufacture/supply (b) installation and commissioning (c) servicing and maintenance of any equipment, as the bidding company can draw on the experience of their multiple subsidiary sister/Co-subsidiary company (ies) specializing in each sphere of activity, i.e. (a) manufacture/supply (b) installation and commissioning (c) servicing and maintenance, therefore, in that case, the above format shall be signed by all the sister/Co-subsidiary company(ies) and necessary modifications may be made in the above format to include all sister subsidiaries.

&&&&&&&

**END OF PART - 4**