



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

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

### FORWARDING LETTER

M/s \_\_\_\_\_  
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**Sub: IFB No. CDG3706P17 for 'Hiring of Core Handling, Preservation, Desorption, other Lab studies and Interpretation for 02 (two) Wells for Shale Gas Exploration for a period of one year in the states of Assam and Arunachal Pradesh, India'.**

Dear Sirs,

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

2.0 In connection with its operations, OIL invites International Competitive Bids (ICB) from competent and experienced Contractors through OIL's e-procurement site for **'Hiring of Core Handling, Preservation, Desorption, other Lab studies and Interpretation for 02 (two) Wells for Shale Gas Exploration for a period of one year in the states of Assam and Arunachal Pradesh, India'**. One complete set of Bid Document covering OIL's IFB for hiring of above services is uploaded in OIL's e-procurement portal. You are invited to submit your most competitive bid on or before the scheduled bid closing date and time through OIL's e-procurement portal. For your ready reference, few salient points of the IFB (covered in detail in the Bid Document) are highlighted below:

(i)	IFB No. /E-Tender No.	:	CDG3706P17
(ii)	Type of Bidding	:	Online-Single Stage-Two Bid System
(iii)	Tender Fee	:	INR 30,000.00 or US \$ 500.00
(iv)	Period of Sale	:	07.02.2017 to 21.02.2017
(v)	Bid Closing Date & Time	:	As mentioned in Online E-tender portal
(vi)	Technical Bid Opening Date & Time	:	As mentioned in Online E-tender portal
(vii)	Price Bid Opening Date & Time	:	Will be intimated only to the eligible/qualified Bidders nearer the time.
(viii)	Bid Submission Mode	:	Bids must be uploaded online in OIL's E-procurement portal

(ix)	Bid Opening Place	:	Office of GM-Contracts Contract Department, Oil India Limited, Duliajan -786602, Assam, India.
(x)	Bid Validity	:	120 days from date of Bid Closing
(xi)	Mobilization Time	:	As defined in the tender
(xii)	Bid Security Amount	:	Rs. 16,60,000.00 or US\$ 24,500.00
(xiii)	Bid Security Validity	:	31-08-2017
(xiv)	Original Bid Security to be submitted	:	Office of GM-CONTRACTS, CONTRACT DEPARTMENT, OIL INDIA LIMITED, DULIAJAN, ASSAM-786 602, INDIA
(xv)	Amount of Performance Security	:	10% of the estd. contract value.
(xvi)	Validity of Performance Security	:	Up to 3 months from date of completion of contract
(xvii)	Duration of the Contract	:	01(One) year from the date of commencement of contract with provision for extension by 1(one) year at OIL's option
(xviii)	Quantum of Liquidated Damage for Default in Timely Mobilization	:	Refer clause No. 17.0 of General Conditions of Contract
(xix)	Integrity Pact	:	Must be digitally signed & uploaded along with the Techno-commercial Bid.
(xx)	Bids to be addressed to	:	GM-Contracts, Contract Department, Oil India Limited, Duliajan-786602, Assam, India.

**3.0 Integrity Pact :** The Integrity Pact must be uploaded in OIL's E-procurement portal along with the Technical Bid digitally signed by the same signatory who signed the Bid i.e. who is duly authorized to sign the Bid. If any bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid 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 signs the Bid.

#### **4.0 GUIDELINES FOR PARTICIPATING IN OIL'S E-PROCUREMENT:**

4.1 To participate in OIL's E-procurement tender, bidders should have a legally valid digital certificate **of Class 3 with Organizations Name** as per Indian IT Act from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India

(<http://www.cca.gov.in>). **Digital Signature Certificates having "Organization Name" field as "Personal" are not acceptable.**

4.2 Bidders must have a valid User ID to access OIL e-Procurement site for submission of bid. Vendors having User ID & password can purchase bid documents **on-line through OIL's electronic Payment Gateway**. New vendor shall obtain User ID & password through online vendor registration system in e-portal and can purchase bid documents subsequently in the similar manner. Alternatively parties can write to GM-Contracts, OIL INDIA LTD., Duliajan(Assam) in their official letter head giving the detailed address and E-mail letter along with the cost of bid document(non-refundable) for issue of the User ID and password for accessing the E-procurement tender which must reach GM-Contract's Office on or before the last date of sale. The User ID shall be intimated to the eligible parties through email on receipt of the requisite cost of the bid document.

4.3 Parties shall be eligible for accessing the tender in E-portal after OIL enables them in the E-portal after receipt of the requisite cost of the bidding document.

#### 4.4 **EXEMPTION OF TENDER FEE:**

4.4.1 If the bidder is a Micro or Small Enterprise [MSEs] under the Micro, Small and Medium Enterprises Development Act, 2006 and is registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises, then they are exempted from payment of tender fees for the items/services for which they are registered. Copy of valid Registration Certificate, must be enclosed along with the application for issuing tender documents and the Registration Certificate should clearly indicate the items/services for which bidder are registered [or they intend to quote against OIL tenders ] with any of the aforesaid agencies.

4.4.2 The Central Govt. Departments and Central Public Sector Undertakings will also be exempted from the payment of tender fee. Parties registered with DGS&D, having valid certificates will be exempted from payment of tender fee.

4.5 Parties, who do not have a User ID, 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 in this regard, bidders may contact E-Tender Support Cell at Duliajan at [erp\\_mm@oilindia.in](mailto:erp_mm@oilindia.in), Ph.: 0374- 2807178/4903.

#### 5.0 **QUERIES/CLARIFICATIONS ON THE TENDER:**

The prospective bidders shall submit their queries/clarifications against the tender through E-mail / Fax /Courier addressed to GM-Contracts, Oil India Ltd., Duliajan-786602, Assam and such queries must reach OIL's office at Duliajan latest by **14.02.2017 upto 15:30 Hrs IST**. OIL shall provide clarifications to only those queries received within this date. Queries/ Clarifications against the tender received beyond 14.02.2017 will not be entertained and replied. OIL will not be responsible for non-receipt or late receipt of any bidder's query in OIL's office.

#### 6.0 **IMPORTANT NOTES:**

Bidders shall take note of the following important points while participating in OIL's e-procurement tender:

- i) The bid along with all supporting documents must be submitted through OIL's E-procurement site only except the following documents which

shall be submitted manually by the bidder in two copies in a sealed envelope superscribed with OIL's IFB No./ E-Tender No., Bid Closing date and marked as "Original Bid Security" and addressed to GM-Contracts, Contracts Department, Oil India Limited, Duliajan-786602, Assam(India) :

- a) Original Bid Security
- b) Printed catalogue and Literature, if called for in the tender.
- c) Power of Attorney for signing the bid.
- d) Any other document required to be submitted in original as per tender requirement.

**The above documents including the Original bid security, must be received at OIL's GM-Contract's office at Duliajan on or before 12.45 Hrs(IST) on the technical bid closing date failing which the bid shall be rejected.** A scanned copy of the Bid Security shall also be uploaded by the bidder along with their Technical Bid in OIL's E-procurement site.

- ii) Bid should be submitted online in OIL's E-procurement site up to 11.00 AM (IST)(Server Time) on the date as mentioned and will be opened on the same day at 2.00 PM(IST) at the office of the GM-Contracts in presence of the authorized representatives of the bidders.
- iii) If the digital signature used for signing is not of "Class -3" with Organizations name, the bid will be rejected.
- iv) The tender is invited under SINGLE STAGE-TWO BID SYSTEM. The bidders shall submit both the "TECHNICAL" and "PRICED" bids through electronic form in the OIL's e-Procurement portal within the Bid Closing Date and Time stipulated in the e-Tender. The Technical Bid should be submitted as per Scope of Work & Technical Specifications along with all technical documents related to the tender and uploaded "**Technical RFx Response" Tab only. Bidders to note that no price details should be uploaded in "Technical RFx Response" Tab Page. Details of prices as per Price Bid format/Priced bid can be uploaded as Attachment just below the "Tendering Text" in the attachment option under "Notes & Attachments" tab. A screen shot in this regard is shown below. Offer not complying with above submission procedure will be rejected as per Bid Evaluation Criteria mentioned in Clause 1.0 of (B) Commercial Evaluation Criteria.**

**Display RFX Response:**

Edit | Print Preview | **Technical RFX Response** | Close | Withdraw | Verify signature

RFX Response Number 60006452    RFX Number TEST2    Status Submitted    RFX Response Version Number 1  
 RFX Owner WIPRO\_TEST1    Total Value 0.00 INR

**RFX Information** | Items | Notes and Attachments | Conditions | Summary

Basic Data | Questions

**Event Parameters**

Currency: Indian Rupee

Detailed Price Information: Price with Conditions

Terms of Payment: 9010    90% against despatch+10% after receipt

Created E  
 Last Processed C  
 Last Processed E

**Partners and Delivery Information**

Details | Send E-Mail | Call | Clear

Function	Number	Name	Valid fr
The table does not contain any data			

Go to this Tab **"Technical RFX Response"** for Uploading "Technical Bid".

Go to this Tab **"Notes and Attachments"** for Uploading "Priced

On "EDIT" Mode- The following screen will appear. Bidders are advised to upload "Technical Bid" and "Priced Bid" in the places as indicated above:

**Edit RFX Response:**

Submit | Read Only | Print Preview | Check | **Technical RFX Response** | Close | Save | Verify signature of Response | Sign Response

RFX Response Number 60006452    RFX Number TEST2    Status Withdrawn    Submission Deadline 13.04.2013 11:00:00 INDIA  
 RFX Owner WIPRO\_TEST1    Total Value 0.00 INR    RFX Response Version Number 2    RFX Version Number 5

**RFX Information** | Items | **Notes and Attachments** | Conditions | Summary | Tracking

**Notes**

Add | Clear

Assigned To	Category	Text Preview
The table does not contain any data		

**Attachments**

Sign Attachment | Add Attachment | Edit Description | Versioning | Delete | Create Qualification Profile

Assigned To	Category	Description	File Name	Version	Processor	Checked
The table does not contain any data						

Bid on "EDIT"

Area for uploading Technical Bid\*

Area for uploading Priced Bid\*\*

**Note:**

- \* The "Technical Bid" shall contain all techno-commercial details **except the prices.**
- \*\* The "Priced bid" must contain the price schedule and the bidder's commercial terms and conditions, if any. For uploading Priced Bid, first click on Sign Attachment, a browser window will open, select the file from the PC and click on "Sign" to sign the file. On Signing a new file with extension .SSIG will be created. Close that window. Next click on Add Attachment, a browser window will open, select the .SSIG signed file from

the PC and name the file under Description, Assigned to General Data and click on OK to upload the File. Please click on Save Button of the Response to Save the uploaded files.



7.0 OIL now looks forward to your active participation in the IFB.

Thanking you,

Yours faithfully,  
**OIL INDIA LIMITED**

( T JALAL )  
DY. MANAGER CONTRACTS (GLOBAL)  
For GM-CONTRACTS  
For, RESIDENT CHIEF EXECUTIVE

**PART - 1**  
**INSTRUCTIONS TO BIDDERS**

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

**A. BID DOCUMENTS**

- 2.0** The services required, bidding procedures and contract terms are prescribed in the Bid Document. This Bid Document includes the following:

- (a) A Forwarding Letter highlighting the following points:
  - (i) Company's IFB No. & Type and Tender Fee
  - (ii) Bid closing date and time
  - (iii) Bid opening date and time
  - (iv) Bid submission Mode
  - (v) Bid opening place
  - (vi) Bid validity, Mobilisation time & Duration of contract
  - (vii) The amount of Bid Security with validity
  - (viii) The amount of Performance Guarantee with validity
  - (ix) Quantum of liquidated damages for default in timely mobilization
- (b) Instructions to Bidders, (Part-1)
- (c) Bid Evaluation Criteria, (Part-2)
- (d) General Conditions of Contract, (Part-3, Section-I)
- (e) Terms of Reference/Technical Specification, (Part-3, Section-II)
- (f) Special Conditions of Contract, (Part-3, Section-III)
- (g) Schedule of Rates, (Part-3, Section-IV)
- (h) Estimated CIF value of items at the time of import, (Proforma-A)
- (i) Price Schedule Format, (Proforma-B)
- (j) Bid Form, (Proforma-C)
- (k) Statement of Non-Compliance, (Proforma-D)
- (l) Bid Security Form, (Proforma-E)
- (m) Performance Security Form, (Proforma-F)
- (n) Agreement Form, (Proforma-G)
- (o) Proforma of Letter of Authority, (Proforma-H)
- (p) Authorisation for Attending Bid Opening, (Proforma-I)
- (q) Integrity Pact, (Annexure-A)

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

**3.0 TRANSFERABILITY OF BID DOCUMENTS:**

- 3.1** Bid Documents are non-transferable. Bid can be submitted only in the name of the bidder in whose name the Bid Document has been issued.

- 3.2** Unsolicited bids will not be considered and will be rejected straightway.

**4.0 AMENDMENT OF BID DOCUMENTS:**

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

- 4.2 The Addendum will be uploaded in OIL's E-Tender Portal in the **"Technical RFx "** under the tab "Amendments to Tender Documents". The Company may, at its discretion, extend the deadline for bid submission, if the Bidders are expected to require additional time in which to take the Addendum into account in preparation of their bid or for any other reason. **Bidders are to check from time to time the E-Tender portal ["Technical RFx " under the tab "Amendments to Tender Documents"] for any amendments to the bid documents before submission of their bids. No separate intimation shall be sent to the Bidders.**

**B. PREPARATION OF BIDS**

- 5.0 **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 official and notarised English translated version, which shall govern for the purpose of bid interpretation.

5.1 **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.

6.0 **DOCUMENTS COMPRISING THE BID:**

Bids are invited under Single Stage Two Bid System. The bid to be uploaded by the Bidder in OIL's E-Tender portal 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 10.0.
- (iii) Bid Security (scanned) in accordance with Clause 11.0 hereunder. Original Bid Security should be sent as per Clause No. 11.10 below.
- (iv) Copy of Bid-Form without indicating prices in Proforma-C
- (v) Statement of Non-compliance as per Proforma-D
- (vi) Proforma-A: List of items to be imported without the CIF values.
- (vii) Copy of Priced Bid ***without indicating prices*** (Proforma-B)
- (viii) Integrity Pact digitally signed by OIL's competent personnel as Annexure-A1, attached with the bid document to be digitally signed by the bidder.

**(B) PRICED BID**

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

- (i) Price-Bid Format as per Proforma-B
- (ii) Bid Form as per Proforma-C
- (iii) Proforma-A showing the items to be imported with the CIF values.

The Priced Bid shall contain the prices along with the currency quoted and any other commercial information pertaining to the service offered.

7.0 **BID FORM:**

The bidder shall complete the Bid Form and the appropriate Price Schedule furnished in their Bid.



## **8.0 BID PRICE:**

- 8.1 Prices must be quoted by the Bidders online as per the price bid format available in OIL's E- Tender Portal in "Notes & Attachment" Tab. Unit prices must be quoted by the bidders, both in words and in figures.
- 8.2 Prices quoted by the successful bidder must remain firm during its performance of the Contract and is not subject to variation on any account.
- 8.3 All duties (except customs duty which will be borne by the Company) and taxes (excluding Service Tax) including Corporate Income Tax, Personal Tax, Assam Entry Tax etc. and other Cess/levies payable by the successful bidder under the Contract for which this Bid Document is being issued, shall be included in the rates, prices and total Bid Price submitted by the bidder, and the evaluation and comparison of bids shall be made accordingly. For example, personal taxes and/or any corporate taxes arising out of the profits on the contract as per rules of the country shall be borne by the bidder.

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

- 9.1 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.
- 9.2 Indian bidders too can submit their bids in any currency (including Indian Rupees) However, currency once quoted will not be allowed to be changed.

## **10.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:**

- 10.1 These are listed in **BID EVALUATION CRITERIA (BEC), PART-2** of the Bid document.

## **11.0 BID SECURITY:**

- 11.1 The Bid Security is required to protect the Company against the risk of Bidder's conduct, which would warrant forfeiture of the Bid Security, pursuant to sub-clause 11.9 hereunder.
- 11.2 All the bids must be accompanied by Bid Security in Original for the amount as mentioned in the "Forwarding Letter" or an equivalent amount in other freely convertible currency and shall be in the OIL's prescribed format as Bank Guarantee (BG) enclosed with the NIT vide **Proforma-E** or a Bank Draft/Bankers' cheque in favour of OIL and payable at Duliajan, Assam or an irrevocable Letter of Credit (L/C) from any of the following Banks –
- a) Any schedule Indian Bank or Any Branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in case of domestic bidder, or
- b) In case of foreign bidder, the bank guarantee can be accepted from any scheduled bank in India or from International bank who has its branch in India registered with Reserve Bank of India, or
- c) Any foreign Bank which is not a Scheduled Bank in India provided the Bank Guarantee issued by such Bank is counter-guaranteed by any Branch situated in India of any Scheduled Bank incorporated in India.

The Bank Guarantee / LC shall be valid for the time as 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.

- 11.3 **Bidders can submit Bid Security on-line through OIL's electronic Payment Gateway.**
- 11.4 Any bid not secured in accordance with **sub-clause 11.2** above shall be rejected by the Company as non-responsive.
- 11.5 The bidders shall extend the validity of the Bid Security suitably, if and when specifically advised by OIL, at the bidder's cost.
- 11.6 Unsuccessful Bidder's Bid Security will be discharged and/or returned within 30 days after finalization of IFB.
- 11.7 Successful Bidder's Bid Security will be discharged and/or returned upon Bidder's furnishing the Performance Security and signing of the contract. Successful bidder will however ensure validity of the Bid Security till such time the Performance Security in conformity with **Clause 29.0** below is furnished.
- 11.8 Bid Security shall not accrue any interest during its period of validity or extended validity.
- 11.9 The Bid Security may be forfeited:
- i) The bidder withdraws the bid within its original/extended validity.
  - ii) The bidder modifies/revise their bid suo-moto.
  - iii) Bidder does not accept the order/contract.
  - iv) Bidder does not furnish Performance Security Deposit within the stipulated time as per tender/order/contract.
  - v) If it is established that the bidder has submitted fraudulent documents or has indulged into corrupt and fraudulent practice, the bid security shall be forfeited after due process in addition to other action against the bidder
- 11.10 In case any bidder withdraws their bid during the period of bid validity, Bid Security will be forfeited and the party shall be debarred for a period of 2(two) years.
- 11.11 **The scanned copy of the original Bid Security in the form of either Bank Guarantee or LC or Banker's Cheque or Bank Draft must be uploaded by bidder along with the Technical bid in the "Technical RFx Response" of OIL's E-portal.** The original Bid Security shall be submitted by bidder to the office of GM-Contracts, Oil India Ltd., Duliajan-786602(Assam), India in a sealed envelope which must reach GM-Contract's office on or before 12.45 Hrs (IST) on the Bid Closing date.
- 11.12 A bid shall be rejected straightway if Original Bid Security is not received within the stipulated date & time mentioned in the Tender and/or if the Bid Security validity is shorter than the validity indicated in Tender and/or if the Bid Security amount is lesser than the amount indicated in the Tender.

11.13 The following is the Bank details of OIL for obtaining Bank Guarantee:

	Bank Details of Beneficiary	
<b>a</b>	Bank Name	STATE BANK OF INDIA
<b>b</b>	Branch Name	Duliajan
<b>c</b>	Branch Address	Duliajan, Dist-Dibrugarh
<b>d</b>	Banker Account No.	10494832599
<b>e</b>	Type of Account	Current Account
<b>f</b>	IFSC Code	SBIN0002053
<b>g</b>	MICR Code	786002302
<b>h</b>	SWIFT Code	SBININBB479
<b>i</b>	Contact No.	9435554859
<b>j</b>	Contact Person Name	Mr.K.L.K. Banik, AGM
<b>k</b>	Fax No.	0374-2802729
<b>l</b>	Email Id	<a href="mailto:sbi.02053@sbi.co.in">sbi.02053@sbi.co.in</a>

#### **12.0 EXEMPTION FROM SUBMISSION OF BID SECURITY:**

- 12.1 Central Govt. offices and Central Public Sector undertakings are exempted from submitting Bid Security.
- 12.2 If the bidder is a Micro or Small Enterprises (MSE) registered with District Industry Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME, then they are also exempted from submitting Bid Security. Bidding MSEs shall have to submit a Copy of valid Registration Certificate clearly indicating the monetary limit, if any and the items/Services for which bidder are registered with any of the aforesaid agencies.

In case bidding MSE is owned by Schedule Caste or Schedule Tribe entrepreneur, valid documentary evidence issued by the agency who has registered the bidder as MSE owned by SC/ST entrepreneur should also be enclosed.

#### **13.0 PERIOD OF VALIDITY OF BIDS:**

- 13.1 Bids shall remain **valid for 120** days from the date of closing of bid prescribed by the Company. **Bids of shorter validity will be rejected as being non-responsive.** If nothing is mentioned by the bidder in their bid about the bid validity, it will be presumed that the bid is valid for 120 days from Bid Closing Date.
- 13.2 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 through Fax or e-mail. The Bid Security provided under Para 11.0 above 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:**

**14.0 SIGNING OF BID:**

- 14.1 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. Digital Signature Certificates having "Organization Name" field other than Bidder's Name are not acceptable. Digital Signature Certificates having Bidder's Name in the "Organization Name" field are only acceptable.

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 to be made to a document after uploading, the same may be deleted and such revised document is to be Digitally Signed again before uploading. It is advised to delete the unwanted documents before submission of the response. The Power of Attorney shall be submitted by bidder as mentioned in Para 15.1 below.

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.

- 14.2 The original and all copies of 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.
- 14.3 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.
- 14.4 Any physical documents 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.
- 14.5 Any Bid, which is incomplete, ambiguous, or not in compliance with the Bidding process will be rejected.

**15.0 SUBMISSION OF BIDS**

- 15.1 The tender is processed under single stage - Two bid system. Bidder shall submit the Technical bid and Priced bid along with 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 “**User Manual**” available 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” Tab Page only. Prices to be quoted as per Proforma-B should be uploaded as Attachment just below the “Tendering Text” in the attachment link under “Notes & Attachments” Tab under General Data in the e-portal. **No price should be given in the “Technical RFx”, otherwise bid shall be rejected.** The priced bid should not be submitted in physical form and which shall not be considered.

However, the following documents in one set should necessarily be submitted in physical form in sealed envelope superscribing the “IFB No., Brief Description of services and Bid Closing/Opening date & Time along with the bidder’s name and should be submitted to GM-Contracts, Oil India Ltd., Duliajan-786602(Assam) on or before 12.45 Hrs(IST) on the bid closing date indicated in the IFB :

- i) The Original Bid Security along with 1(one) copy
- 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/Telephonic method will not be considered.

- 15.2 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 along with the Technical Bid.
- 15.3 Timely delivery of the documents in physical form as stated in Para 15.1 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.
- 15.4 Bids received through the e-procurement portal shall only be accepted. Bids received in any other form shall not be accepted.

**16.0 INDIAN AGENT/REPRESENTATIVE/RETAINER/ASSOCIATE:**

Foreign bidders shall clearly indicate in their bids whether they have an Agent/Representative/Retainer/Associate in India. In the event the overseas bidder is having an Agent/Representative/Retainer/Associate in India, the bidder should furnish the name and address of their Agent/Representative/Retainer/Associate in India and clearly indicate nature and extent of services to be provided by such an Agent/Representative/Retainer/Associate in India and also stating in their bids whether the Agent/Representative/Retainer/Associate is authorized to receive any commission. The rate of the commission included in the quoted rates of bidder should be indicated which would be payable to Agent/Representative/Retainer/Associate in non-convertible Indian currency according to Import Trade Regulation of India. Unless otherwise specified, it will be assumed that agency commission is not involved in the particular bid.

Further, overseas bidders shall submit their bids directly and not through their Agent/Representative/Retainer/Associate in India. Bid submitted by Indian Agent/Representative/Retainer/Associate on behalf of their foreign principals will not be considered and will be rejected straightway. Moreover, one Indian Agent/Representative/Retainer/ Associate cannot represent more than one foreign bidder against the IFB.

The Indian Agent/Representative/Retainer/Associate will not be permitted to submit any Bid Security and Performance Security on behalf of their foreign principals and also the Indian Agent/ Representative/Retainer/Associate will not be allowed to execute the contract and receive payment against bid submitted by their foreign principals. Such bids shall be rejected straightway.

**17.0 DEADLINE FOR SUBMISSION OF BIDS:**

- 17.1 Bids should be submitted online as per the online tender submission deadline. Bidders will not be permitted by System to make any changes in their bid/quote after the bid submission deadline is reached. Bidders are requested to take note of this and arrange to submit their bids within the submission deadline to avoid last minute rush/network problems.
- 17.2 No bid can be submitted after the submission dead line is reached. The system time displayed on the e-procurement web page shall decide the submission dead line.
- 17.3 The documents in physical form as stated in Para 15.1 must be received by Company at the address specified in the "Forwarding Letter" on or before 12.45 Hrs(IST) on the Bid Closing Date mentioned in the "Forwarding Letter". Timely delivery of the same at the address mentioned in the Forwarding Letter is the responsibility of the Bidders.

- 18.0 LATE BIDS:** Bidders are advised in their own interest to ensure that their bids are uploaded in system before the closing date and time of the bid. The documents in physical form mainly the Original Bid Security if received by the Company after the deadline for submission prescribed by the Company shall be rejected and shall be returned to the Bidders in unopened condition immediately.

**19.0 MODIFICATION AND WITHDRAWAL OF BIDS:**

- 19.1 The Bidder after submission of Bid may modify or withdraw its Bid prior to Bid Closing Date & Time.
- 19.2 No Bid can be modified or withdrawn subsequent to the deadline for submission of Bids.
- 19.3 No Bid can be withdrawn in the interval between the deadline for submission of Bids and the expiry of the period of Bid Validity specified by the Bidder on the Bid Form. Withdrawal of a Bid during this interval shall result in the Bidder's forfeiture of its Bid Security and bidder shall also be debarred from participation in future tenders of OIL.

**20.0 EXTENSION OF BID SUBMISSION DATE:**

Normally no request for extension of Bid Closing Date & Time will be entertained. However, OIL at its discretion, may extend the Bid Closing Date and/or Time due to any reasons.

## **21.0 BID OPENING AND EVALUATION:**

- 21.1 Company will open the Technical Bids, including submission made pursuant to clause 19.0, in presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Forwarding Letter. However, an authorisation letter (as per **Proforma-I**) 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. In technical bid opening, only "Technical RFx Response" will be opened. Bidders therefore should ensure that technical bid is uploaded in the "Technical RFx Response" Tab Page only in the E-portal.
- 21.2 In case of any unscheduled holiday or Bandh on the Bid Opening Date, the Bids will be opened on the next full working day. Accordingly, Bid Closing Date / time will get extended up to the next working day and time.
- 21.3 Bids which have been withdrawn pursuant to clause 19.0 shall not be opened. Company will examine bids to determine whether they are complete, whether requisite Bid Securities have been furnished, whether documents have been digitally signed and whether the bids are generally in order.
- 21.4 At bid opening, Company will announce the Bidder's names, written notifications of bid modifications or withdrawal, if any, the presence of requisite Bid Security, and such other details as the Company may consider appropriate.
- 21.5 Normally no clarifications shall be sought from the Bidders. However, for assisting in the evaluation of the bids especially on the issues where the Bidder confirms compliance in the evaluation and contradiction exists on the same issues due to lack of required supporting documents in the Bid (i.e. document is deficient or missing), or due to some statement at other place of the Bid (i.e. reconfirmation of confirmation) or vice versa, clarifications may be sought by OIL. In all the above situations, the Bidder will not be allowed to change the basic structure of the Bid already submitted by them and no change in the price or substance of the Bid shall be sought, offered or permitted.
- 21.6 Prior to the detailed evaluation, Company will determine the substantial responsiveness of each bid to the requirement of the Bid Documents. For purpose of these paragraphs, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bid Document without material deviations or reservation. A material deviation or reservation is one which affects in any way substantial way the scope, quality, or performance of work, or which limits in any substantial way, in-consistent way with the Bid 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.
- 21.7 A Bid determined as not substantially responsive will be rejected by the Company and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
- 21.8 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.

**22.0 OPENING OF PRICED BIDS:**

- 22.1 Company will open the Priced Bids of the techno-commercially qualified Bidders on a specific date in presence of representatives of the qualified bidders. The techno-commercially qualified Bidders will be intimated about the Priced Bid Opening Date & Time in advance. In case of any unscheduled holiday or Bandh on the Priced Bid Opening Date, the Bids will be opened on the next working day.
- 22.2 The Company will examine the Price quoted by Bidders to determine whether they are complete, any computational errors have been made, the documents have been properly signed, and the bids are generally in order.
- 22.3 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 there is a discrepancy between words, and figures, the amount in words will prevail. If any Bidder does not accept the correction of the errors, their Bid will be rejected.

**23.0 CONVERSION TO SINGLE CURRENCY:**

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

**24.0 EVALUATION AND COMPARISON OF BIDS:**

The Company will evaluate and compare the bids as per **BID EVALUATION CRITERIA (BEC), PART-2** of the Bid Document.

**24.1 DISCOUNTS / REBATES:**

Unconditional discounts/rebates, if any, given in the bid will be considered for evaluation.

- 24.2 Post bid or conditional discounts/rebates offered by any bidder shall not be considered for evaluation of bids. However, if the lowest bidder happens to be the final acceptable bidder for award of contract, and if they have offered any discounts/rebates, the contract shall be awarded after taking into account such discounts/rebates.

**24.3 LOADING OF FOREIGN EXCHANGE:**

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

**24.4 EXCHANGE RATE RISK:**

Since Indian bidders are now permitted to quote in any currency and also receive payments in that currency. Company will not be compensating for any exchange rate fluctuations in respect of the services.

**24.5 REPATRIATION OF RUPEE COST:**

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



**25.0 CONTACTING THE COMPANY:**

- 25.1 Except as otherwise provided in **Clause 21.0** above, no Bidder shall contact Company on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded except as required by Company vide **sub-clause 21.6**.
- 25.2 An effort by a Bidder to influence the Company in the Company's bid evaluation, bid comparison or Contract award decisions may result in the rejection of their bid.

**D. AWARD OF CONTRACT**

**26.0 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.

**27.0 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.

**28.0 NOTIFICATION OF AWARD:**

- 28.1 Prior to the expiry of the period of bid validity or extended validity, Company will notify the successful Bidder in writing by registered letter or by fax or E-mail (to be confirmed in writing by registered / couriered letter) that its Bid has been accepted.
- 28.2 The notification of award will constitute the formation of the Contract.
- 28.3 Upon the successful Bidder's furnishing of Performance Security pursuant to **Clause 29.0** below, the Company will promptly notify each un-successful Bidder and will discharge their Bid Security, pursuant to **Clause 11.0** hereinabove.

**29.0 PERFORMANCE SECURITY:**

- 29.1 On receipt of notification of award from the Company, the successful Bidder shall furnish to Company the Performance Security for an amount specified in the Forwarding Letter (and Letter of Award (LOA) issued by Company to Contractor awarding the contract) as per **Proforma-F** or in any other format acceptable to the Company and must be in the form of a Demand Draft or Bank Guarantee or irrevocable Letter of Credit (LC) from:
- a) Any schedule Indian Bank or Any Branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in case of domestic bidder, or
  - b) In case of foreign bidder, the bank guarantee can be accepted from any scheduled bank in India or from International bank who has its branch in India registered with Reserve Bank of India.
  - c) Any foreign Bank which is not a Scheduled Bank in India, provided the Bank Guarantee issued by such Bank is counter-guaranteed by any Branch situated in India of any Scheduled Bank incorporated in India

Bank Guarantee issued by a Bank, amongst others, must contain the following particulars of such bank:

- a) Full address.
- b) Branch Code.
- c) Code Nos. of the authorized signatory with full name and designation.
- d) Phone Nos., Fax Nos., E-mail address.

The domestic bidders will have to submit the Bank Guarantee from any of the scheduled banks and on non-judicial stamp paper of requisite value as per the Indian Stamp Act, purchased in the name of the issuing banker.

The foreign bidder will submit the Bank Guarantee from Banks of Indian origin situated in their country. In case no such bank of Indian origin is situated in their country, the Bank Guarantee may be submitted from the bankers as specified above.

The Performance Security shall be denominated in the currency of the contract.

- 29.2 The Performance Security specified above must be valid for 3(three) months beyond the contract period. 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.
- 29.3 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.
- 29.4 The Performance Security will not accrue any interest during its period of validity or extended validity.
- 29.5 Failure of the successful Bidder to comply with the requirements of **clause 29.0 and/or 30.0** 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.

### **30.0 SIGNING OF CONTRACT:**

- 30.1 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, along with the General & Special Conditions of Contract, Technical Specifications, Schedule of Rates incorporating all agreements agreed between the two parties.
- 30.2 The successful Bidder shall sign and date the contract and return it to the Company after receipt of LOA. Till the contract is signed, the LOA issued to the successful bidder shall remain binding amongst the two parties.
- 30.3 In the event of failure on the part of the successful Bidder to sign the contract, OIL 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 2(two) years from the date of default.

**31.0 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 3(three) years from the date of detection of such fraudulent act besides the legal action.

**32.0 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.

**33.0 MOBILISATION 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 mobilisation charge may be given at an interest rate of 1% above the prevailing Bank rate (CC rate) of SBI from the date of payment of the advance till recovery/refund.

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 mobilisation and the same may be invoked in the event of Contractor's failure to mobilise as per agreement.

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

**34.0 INTEGRITY PACT:**

34.1 OIL shall be entering into an Integrity Pact with the Bidders as per format enclosed vide **Annexure-A** of the Bid Document. The Integrity Pact has been duly signed digitally by OIL's competent signatory and uploaded in the OIL's e-portal. The Integrity Pact shall be returned by the bidder (along with the technical Bid) duly signed by the same signatory who signed the Bid i.e. who is duly authorized to sign the Bid. Uploading the Integrity Pact in the OIL's E-portal 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. **If any bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid shall be rejected straightway.**

34.2 OIL has appointed Shri Rajiv Mathur, IPS(Retd) and Shri Satyananda Mishra, IAS(Retd.) as Independent Monitors (IEM) for a period of 3(three) years to oversee implementation of Integrity Pact in OIL. Bidders may contact the Independent External Monitors for any matter relating to the IFB at the following addresses:

a. Shri Rajiv Mathur, IPS(Retd), Former Director, IB, Govt. of India;  
E-mail: [rajivmathur23@gmail.com](mailto:rajivmathur23@gmail.com)

b. Shri Satyananda Mishra, IAS(Retd.), Former Chief Information Commissioner of India & Ex-Secretary, DOPT, Govt. of India  
E-mail: [satyanandamishra@hotmail.com](mailto:satyanandamishra@hotmail.com)

**35.0 LOCAL CONDITIONS:**

It is imperative for each Bidder to be fully informed 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 Bidding Document. The bidders shall be deemed, prior to submitting their bids to have satisfied themselves of all the aspects covering the nature of the work as stipulated in the Bidding Document 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.

**36.0 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.

**END OF PART - 1**

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**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 the required parameters stipulated in the technical specifications/Scope of Work. Notwithstanding the general conformity of the bids to the stipulated specifications/ Scope of Work, 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 EVALUATION CRITERIA:**

**1.0** The following minimum criteria should be met by the Bidder failing which their bid/offer will be rejected:

- 1.1** Bidder shall have their own base facility with laboratory in India for canister desorption studies, whole Core Spectral Gamma Ray, Core Photography, Core processing and preservation. An under-taking to this effect shall be submitted with the un-price bid. The bidder should have capacity to carry out simultaneously 40-45 canister samples at the wellsite and as well as 80-100 canister samples at their base laboratory.
- 1.2** Bidder should also have laboratory facilities either in India or abroad for Adsorption Isotherm study, Petro-physical Studies, Mineralogical studies, Rock Mechanic Studies, Proppant Embedment Test and comprehensive strength tests for fracture design and well bore stability. Details of such Labs/facilities for each study as per scope of work, shall be submitted with the un-price bid in terms of their relevant experience, period of existence, bio-data of domain experts, national/international accreditations etc.
- 1.3** Bidder should have minimum 03 (three) years' of experience (reckoned from the date of Original Bid closing date) in providing comprehensive core handling services including initiation/ conduction of desorption studies, collection of mud gas samples through Isotubes at well-site and other studies on core samples as per Scope of Work at their Labs in India/abroad. Documentary evidence for the above experience as a Company shall be submitted with un-priced bid.
- 1.4** Bidder should have provided similar services in at least 01 (one) shale oil/gas well and should have handled at least 100 (one hundred) meter of cores in last seven years (reckoned from the date of Original Bid closing date). Performance/ Completion Report authenticated /certified by the Operator to this effect to be submitted with un-priced bid.
- 1.5** The bidder must confirm to deploy the required number of qualified, experienced and competent personnel as per requirements defined in APPENDIX-II herein.

**2.0 MOBILIZATION PERIOD:**

- 2.1** The bidder must be able to mobilization their tools/equipments/consumables/ accessories, spares, all other necessary materials and manpower required for providing Field Core Processing, Handling and Canister Desorption Services at the first drilling location in Assam (India) within 30 (thirty) days of notice. The succeeding day of issue of mobilization notice shall be counted as day 1 (one) for the purpose of counting mobilization period.

- 2.2 Interim Demobilization & Remobilization:** In the event of interim demobilization/remobilization of equipment, tools etc. from site after completion of jobs in a particular well/hole section, the bidder must be able to re-mobilize their tools/equipment and all other necessary materials to the well site in Assam or Arunachal Pradesh within 15 (fifteen) days of Remobilization notice issued by the Company at any time during the contractual validity.
- 3.0** Bidder must submit necessary documentary evidences as noted below in support of the technical experience under the clauses **A.1.0 [1.1 to 1.5]** above:
- (a) Documents substantiating laboratory and facilities as per the clause **A.1.1** and **A.1.2**
  - (b) Documentary evidence(s) in the form of relevant pages of the contract(s) executed showing detailed address(es) of client(s), scope of work and work order(s) along with completion certificate(s)/payment certificate(s) issued by the client(s) or any other document(s) which supports the 03 (Three) years experience in providing core handling services will have to be submitted.(A.1.3)
  - (c) Documentary evidence(s) in the form of work order(s) and end of well report(s)/well completion report(s) along with completion certificate(s)/payment certificate(s) issued by the client(s) or any other document(s) in support of the successful completion of the 01(one) nos. of **Corehandling** service for Shale Gas/Oil wells of at least 100 (one hundred) meter of cores shall have to be submitted in support for the Technical experience criteria (A.1.4) as per Format prescribed in **Appendix-I**.
  - (d) For the experience of the bidder and towards deployment of required personnel bidder must submit the Appendix I & II alongwith the Technical Bid.

**NOTE:** Oil India Limited (OIL) reserves the right to contact the Client(s) referred by the Bidder for authentication of the documents submitted by the bidder. OIL may contact the clients/operators under intimation/copy to the respective bidder. OIL will not be responsible for Client(s) not conforming or not replying to OIL's request for information. If OIL does not get an affirmative response within the stipulated time then such Bidder's technical bid will be considered as non-responsive. It will be the responsibility of the Bidder to take up the matter with his Client(s) and arrange for the confirmation as desired by OIL.

**4.0** A job executed by a bidder for its own organization / subsidiary will not be considered as experience for the purpose of meeting BEC.

**5.0 Bids from 100% subsidiary:**

Bids of those bidders, who themselves do not meet the experience criteria as stipulated in the tender, can also be considered provided the bidder is a 100% subsidiary company of the parent company which itself meets the experience criteria. In such case, as the subsidiary company is dependent upon the experience of the parent company with a view to ensure commitment and involvement of the parent company for successful execution of the contract, the participating bidder should enclose an agreement (as per format enclosed) between the parent company and the subsidiary company and Corporate Guarantee (as per format enclosed) from the parent company to OIL for fulfilling the obligation under the contract, alongwith the technical bid.

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

In case, the bidder is an Indian Company/Indian Joint Venture Company who does not meet the experience criteria as per clause No. **A.1.0 (A.1.1 to A.1.5)** above, may also bid on the strength of Technical Collaborator/Joint Venture Partner provided all the following criteria are complied:

- a. The Technical Collaborator/Joint Venture Partner at its own shall meet the experience criteria A.1.2 and / or A.1.3 and / or A.1.4 and / or A.1.5) above. The experience of the Technical Collaborator /Joint Venture with other firms will not be qualified. In this regard, the documents establishing experience of the Technical Collaborator/Joint Venture Partner shall be submitted as per clause A.3.0 above.
- b. The primary bidder shall meet the financial criteria as per clause B. Financial, sub clause 1.0 below.

**6.1** 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.

**7.0 Bid from Consortium of companies:**

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

- a) The leader of the Consortium member should satisfy the minimum requirements as per clause **A.1.1 to A.1.5** above.
- b) 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.
- c) 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.

**7.1** 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 the bids received in such case will be summarily rejected. Further, all bids from parties with technical collaboration support from the same Principal will be rejected.

**8.0** Acceptable Memorandum of Understanding (MOU) has to be made between consortium members/joint venture partners/technical collaborator (as the case may be), clearly defining the role/responsibility (scope of work) of each partner/member, binding the members jointly and severally to all obligations under the contract, if awarded. The MOU should be addressed to OIL and shall remain valid and binding for the entire period of Tender/contract.

**9.0** The Bid must cover entire services mentioned in the tender (i.e. Scope of Work/Terms of Reference). Bid, which does not include all the jobs/services

mentioned in the tender document/price schedule format will be considered as incomplete and rejected.

**B. FINANCIAL**

- 1.0** The bidder shall have an annual financial turnover of minimum **Rs. 4.7 Crore** (or equivalent **0.7 million USD**) during any of the preceding 03(three) financial/accounting years reckoned from the original bid closing date.
- 2.0** "Net worth of bidder must be positive for preceding financial/accounting year.
- 3.0** In case of Consortium of companies, at least one of the member of the Consortium shall have an annual financial turnover of minimum **Rs. 4.7 Crore** (or equivalent of **0.7million USD**) during any of the preceding 03(three) financial/accounting years reckoned from the original bid closing date and other member(s) of the Consortium shall have an annual financial turnover of minimum **Rs. 2.35 Crore** (or equivalent **USD 0.35 million**) during any of the preceding 03(three) financial/accounting years reckoned from the original bid closing date.
- 3.1** The net worth of all the consortium partners individually should be positive for the accounting year preceding the bid closing date.
- 4.0** Considering the time required for preparation of Financial Statements, if the last date of preceding financial / accounting year falls within the preceding six months reckoned from the original bid closing date and the Financial Statements of the preceding financial / accounting year are not available with the bidder, then the financial turnover of the previous three financial/accounting years excluding the preceding financial / accounting year will be considered. In such cases, the Net worth of the previous financial / accounting year excluding the preceding financial / accounting year will be considered. However, the bidder has to submit an affidavit/undertaking certifying that 'the balance sheet/Financial Statements for the financial year .....has actually not been audited so far'.

**Note:**

- (a) For proof of Annual Turnover & Net worth any one of the following document must be submitted along with the bid:-
- i) A certificate issued by a practicing Chartered /Cost Accountant (with Membership Number and Firm Registration Number), certifying the Annual turnover & Net worth as per format prescribed in **Appendix - III to BEC**
- OR
- ii) Audited Balance Sheet along with Profit & Loss account. In case of foreign bidders, self-attested/digitally signed printed published accounts are also acceptable.
- (b) In case the bidder is a Central Govt. Organization/PSU/State Govt. Organization/Semi-State Govt. Organization or any other Central/State Govt. Undertaking, where the auditor is appointed only after the approval of Comptroller and Auditor General of India and the Central Government, their certificates may be accepted even though FRN is not available. However, bidder to provide documentary evidence for the same.
- 5.0** In case the bidder is a subsidiary company (should be a 100% subsidiary of the parent/ultimate parent/holding company) who does not meet financial criteria



by itself and submits bid based on the financial strength of its parent/ultimate parent/holding company, then following documents need to be submitted along with the technical bid:

- (i) Audited Balance Sheet and Profit Loss Account of the parent/ ultimate parent/ holding company.
- (ii) Corporate Guarantee on parent/ultimate parent/holding company's letter head signed by an authorized official undertaking that they would financially support their 100% subsidiary company for executing the project/job in case the same is awarded to them, and
- (iii) The bidder is a 100% subsidiary company of the parent/ultimate/holding parent company.
- (iv) Documents proving that Net worth of the parent/ultimate parent company is positive for the accounting year preceding the bid closing date"

**6.0** In case the Audited Balance sheet and Profit Loss Account submitted along with the bid are in currencies other than INR or US\$, the bidder shall have to convert the figures in equivalent INR or US\$ considering the prevailing conversion rate on the date on which the Audited Balance Sheet and Profit & Loss Account is signed. A CA Certificate is to be submitted by the bidder regarding converted figures in equivalent INR or US\$.

**NOTE:** OIL reserves the right to ask for any Original or other relevant document to verify the certification.

**C. COMMERCIAL EVALUATION CRITERIA:**

- 1.0** Bids are invited under Single Stage Two Bid System i.e. Technical Bid (Un-priced) and Commercial Bid (Priced) separately. Bidders must submit both "Technical" and "Commercial" Bids in electronic form through online OIL's e-Tender portal accordingly within the Bid Closing Date and time stipulated in the e-Tender. The Technical Bid is to be submitted as per Scope of Work & Technical Specifications of the tender and the Commercial Bid as per the **PRICE BID FORMAT**.
- 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. Bids with adjustable price terms will be rejected
- 3.0** Bids with shorter validity will be rejected as being non-responsive.
- 4.0** Bid Security in Original shall be furnished as a part of the Technical Bid and shall reach OIL's Head-Contract's office at Duliajan on or before 12.45 Hrs (IST) on the bid closing date. A scanned copy of the bid security shall however be uploaded in OIL's E-Procurement portal along with the Technical Bid. The amount of Bid Security shall be as specified in the Forwarding Letter of the Bid Document. Bid without proper & valid Bid Security will be rejected.
- 5.0** The Integrity Pact must be uploaded in OIL's E-Procurement portal along with the Technical Bid digitally signed by the same signatory who digitally signed the Bid i.e. who is duly authorized to sign the Bid. If any bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid will be rejected.
- 6.0** Physical Bids, if any received from the bidders, shall not be considered and will be rejected.
- 7.0** Bids submitted after the Bid Closing Date and Time will be rejected.

- 8.0** Bids received through the e-procurement portal shall only be accepted. Bids received in any other form whether it be Telex/Cable/Fax/E-mail shall not be accepted.
- 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 documents 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** Bidders shall bear, within the quoted rates, the personal tax as applicable in respect of their personnel and Sub-Contractor's personnel, arising out of execution of the contract.
- 13.0** Bidders shall bear, within the quoted rate, the corporate tax as applicable on the income from the contract.
- 14.0** Any Bid containing false statement will be rejected.
- 15.0** Bidders must quote clearly and strictly in accordance with the price schedule outlined in "Price Bid Format" of Bid Document, otherwise the Bid will be summarily rejected.
- 16.0** Bidders shall quote directly and not through their Agent/ Representative/Retainer/Associate in India. Bids submitted by Indian Agent/ Representative/Retainer/Associate on behalf of their foreign principals will not be considered and will be rejected straightway. One Indian Agent/ Representative/Retainer/Associate cannot represent more than one foreign principal.
- 17.0** 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
  - vi) Liquidated damage and penalty clause
  - vii) Safety, Environment & Labour Law
  - viii) Termination Clause
  - ix) Integrity Pact
- 18.0** The Bids and all uploaded documents must be digitally signed using "Class 3" digital certificate [e-commerce application (Certificate with personal verification and Organization name)] 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.

**D. BID EVALUATION CRITERIA:**

The bids conforming to the technical specifications, terms and conditions stipulated in the bidding document and considered to be responsive after subjecting to Bid Rejection Criteria will be considered for further evaluation as per the Bid Evaluation Criteria given below:

- 1.0 If there is any discrepancy between the unit price and the total price, the unit price will prevail and the total price shall be corrected. Similarly, if there is any discrepancy between words and figure, the amounts in words shall prevail and will be adopted for evaluation.
- 2.0 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.
- 3.0 The bidders must quote their charges/rates in the manner as called for vide "Schedule of Rates" under Section - IV and the summarized price schedule format vide enclosed **Proforma -B**.
- 4.0 The quantities shown against each item in the "Price Bid Format" shall be considered for the purpose of Price Bid Evaluation. It is, however, to be clearly understood that the assumptions made in respect of the number of days/parameters for various operations are only for the purpose of evaluation of the bid and the Contractor will be paid on the basis of the actual number of days/parameter, as the case may be.
- 5.0 Bidders to note the following:
  - 5.1 Mobilization charges shall not exceed 2.5% of the total quoted value in the Price Bid Format. However, Mobilization charges if quoted in excess of 2.5% of total quoted value, the excess amount shall be paid at the end of the contract.
  - 5.2 De - Mobilization charges should not be less than 2.5% of the total quoted value in the Price Bid Format. If De - Mobilization is quoted in deficit or less than 2.5% of total quoted value, the deficit amount shall be withheld from the first invoice and the same will be paid at the end of the contract alongwith Demobilization charges.
  - 5.3 Interim mobilization charges should not exceed 1% of total quoted value in the Price Bid Format.
  - 5.4 Interim De-mobilization charges of each section should not exceed 1% of total quoted value of each respective section in the Price Bid Format.
- 6.0 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 as per Proforma - B.

**E. GENERAL:**

- 1.0 **Proforma-D:** The compliance statement should be suitably filled up by the Bidder and to be uploaded alongwith the Techno-commercial bid.

Exception/deviations with respect to the clauses under BRC/BEC above shall not be accepted. However, in case the bidder takes exception to any clause of the tender document not covered under BEC/ BRC, then the Company has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw/modify the deviation when/as advised by Company. The loading so done by the Company will be final and binding on the bidders.

**2.0** To ascertain the substantial responsiveness of the bid, the Company reserves the right to ask the bidder for clarifications in respect of clauses covered under BEC/ BRC also and such clarifications fulfilling the BEC/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 tender document elsewhere, then the clauses in the BRC shall prevail.

**4.0 CUSTOMS DUTY:**

The Tools and the Services under this Contract shall be carried out for petroleum operation under nominated blocks or NELP/other eligible blocks and therefore, Customs Duty is not payable as per the policy of the Govt. of India. Bidders should take note of the same while quoting. No customs duty is therefore considered for evaluation.

**5.0 PURCHASE PREFERENCE CLAUSE:** Purchase Preference to Micro and Small Enterprises registered with District Industry Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME.

**5.1** In case participating MSEs quote price within price band of L1+15%, such MSE shall be considered for award of contract by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE.

**5.2** In case of more than one such MSE qualifying for 15% purchase preference, the contract shall be awarded to lowest eligible MSE amongst the MSEs qualifying for 15% purchase preference.

**5.3** In case any part of the work is sub-contracted to a Micro or Small Enterprise as per contract conditions than the contractor shall provide complete details (i.e. name of the subcontractor, value of sub-contacted work, copy of valid registration certificate etc.) of the sub-contractor to OIL.

**5.4 Documentation required to be submitted by MSEs:**

Copy of valid Registration Certificate, if bidder is a Micro or Small Enterprises (MSE) registered with District Industry Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME. The Registration Certificate should clearly indicate the monetary limit, if any and the items for which bidder are registered with any of the aforesaid agencies. In case bidding MSE is owned by Schedule Caste or Schedule Tribe entrepreneur, valid documentary evidence issued by the agency who has registered the bidder as MSE owned by SC/ST entrepreneur should also be enclosed.

**F. DOCUMENTS / INFORMATION:**

- 1.0** Bidders must upload documentary evidences, alongwiththeir Techno-commercial Bids, in the same order as set out herein below in support of fulfilling the aforesaid BRC requirements.
- 2.0** MOU/Agreement concluded with consortium partners or collaborators/ joint venture partners, as the case may be to be provided under BRC-TECHNICAL.
- 3.0** **Core Analysis Service experience of Bidder:** In compliance to clause No. A 1.3&A 1.4 above under BRC-TECHNICAL, a statement to be furnished by the bidder in a tabular form as per **APPENDIX-I** highlighting the Contract/ Work-order No., name of the Client, Area of operation and duration of contract, No. of wells, Well depth etc. for the last seven (7) years up to the scheduled bid closing date, alongwith copies of contracts/work orders, completion certificates/proof of release of performance Security/final payment certificates issued by clients or any other documentary evidence that can substantiate the satisfactory execution of the contracts.
- 5.0** The bidder must furnish Bio-data of their proposed key personnel as per **APPENDIX-II**, who will be responsible for the job execution, highlighting their respective positions/posts, qualification & experience etc.All key personnel must be proficient in English language.

**APPENDIX – I: Experience Statement of BIDDER**

**ShaleCore Handling, Preservation and Analysis Services**

Sl. No.	Contract No.	Name of client	Place of operation	Depth Range	Jobs/ Analysis Carried out	Commencement date of contract	Completion date of contract
1.							
2.							
3.							
4.							
5.							
6.							
7.							
8.							

**[N.B:** Please attach relevant page of Contract/Work-order as above, clearly showing the Scope of Work and also a certificate issued by Client evidencing job completion/ payment.]

## **APPENDIX – II: KEY PERSONNEL FOR CORE ANALYSIS SERVICES**

### **TECHNICAL ADVISOR AND INTERPRETER, LABORATORY STAFF & FIELD**

**STAFF:** The Contractor shall deploy the following minimum Key Personnel (Laboratory Staff & Field Staff) for execution of assigned jobs under this contract. During well site job the contractor shall deploy minimum 04(four) no. of field staff for smooth operation (One Supervisor and three Senior Technician/Technician).

- (A) **TECHNICAL ADVISOR AND INTERPRETER:** Contractor to ensure that the technical advisor is experienced and at least has **minimum 10 years** of prior relevant experience in evaluating and interpreting various shale gas basins across the globe. The interpreter should have the capability to interpret calculated gas storage capacities {free, adsorbed (as a function of TOC), and dissolved} to estimate Total Gas Storage Capacity and Gas-in-Place. For liquid rich formations, oil saturation and Oil-in-Place estimation based on geochemical and /or SRP data should also be included. Comparison should be made between avg. canister gas content and calculated gas storage capacity (midpoint of reservoir). Report should provide best statistical analysis required to complete the log to core calibration and/or the Hydrocarbon-in-Place analysis report. Log to core calibration and Hydrocarbon-in-Place analysis should involve the utilization of relevant and available rock and fluid data, computer based log interpretation. Using rock and fluid data multi-variate solutions to log response should be derived to develop statistically significant solutions for mineralogy, organic richness, porosity, fluid saturation, permeability and rock mechanical properties. The calibrated log model should be based upon exclusive unconventional log analysis methods which are used to estimate rock and reservoir properties including Hydrocarbon-in-Place and reservoir quality in both cored and un-cored intervals at the same resolution as the log depth-step. Deliverables should include details of log model solutions
- (B) **LABORATORY STAFF:** Contractor to ensure that the technical crew at the Laboratory is experienced and at least one of the technical person has minimum 5 (five) years of prior experience in independently handling and supervising all activities as per standard norms. Also, contractor should have personnel with 10 years' experience on Lab data QC and report purposes.
- (C) **FIELD STAFF:** Contractor to ensure that the technical crew deputed at the well site is experienced and at least one of the technical persons in each shift has minimum 3 years of prior relevant experience in independently handling and supervising all activities as per standard norms- recognised international standards.

**APPENDIX-II: BIO-DATA OF KEY PERSONNEL**

(To be furnished by the BIDDER)

1. Nationality :

2. Date of Birth :

3. Designation :

4. Name :

**Work Experience (Similar jobs) of the personnel:**

Sl. No.	Name of the Company worked for	Designation / Post held	Duration / Period	Job Profile			
				Area of Operation	Name of the Client	Name of Project/ Well	Type of analysis/jobs
1.							
2.							
3.							
4.							
5.							
6.							

**APPENDIX-III**  
**CERTIFICATE OF ANNUAL TURNOVER & NET WORTH**

TO BE ISSUED BY PRACTISING **CHARTERED ACCOUNTANTS' FIRM** ON THEIR  
LETTER HEAD

**TO WHOM IT MAY CONCERN**

This is to certify that the following financial positions extracted from the audited financial statements of M/s.....(Name of the Bidder) for the last three (3) completed accounting years upto.....(as the case may be) are correct.

<b>YEAR</b>	<b>TURN OVER</b> In INR (Rs.) Crores / US \$ Million*	<b>NET WORTH</b> In INR (Rs.) Crores / US \$ Million

\*Rate of Conversion (if used any) : USD 1.00 = INR.....

Place:

Date:

Seal:

Membership No.

Registration Code :

Signature



**Attachment – I: 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.

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**Attachment – II: 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 Duliagan in the State of Assam, India, and having an office, amongst others, at Kakinada, Andhra Pradesh, 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 ..... 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.

1. Witness:

Signature:

Full Name:

Address:

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

M/s:

Signature:

Name:

Designation:

2. Witness:

Signature:

Full Name:

Address:

Common seal of the Company:

# **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"

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**Part-3**  
**SECTION-I**  
**GENERAL CONDITIONS OF CONTRACT**

**1.0 DEFINITIONS:**

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

- (a) **"The 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;
- (b) **"The Contract Price"** means the price payable to Contractor under the contract for the full and proper performance of its contractual obligations;
- (c) **"The Work"** means each and every activity required for the successful performance of the services described in Section II, the Terms of Reference.
- (d) **"Company"** or **"OIL"** means Oil India Limited;
- (e) **"Contractor"** means the Contractor performing the work under this Contract.
- (f) **"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;
- (g) **"Contractor's Personnel"** means the personnel to be provided by the Contractor to provide services as per the contract.
- (h) **"Company's Personnel"** means the personnel to be provided by OIL or OIL's Contractor (other than the Contractor executing the Contract). The Company representatives of OIL are also included in the Company's personnel.
- (i) **"Approval"** as it relates to Company, means written approval of Company;
- (j) **"Day"** means a calendar day of twenty-four (24) consecutive hours beginning at 06:00 hrs. and ending at 06:00 hrs;
- (k) **"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;
- (l) **"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.
- (m) **"Wilful Misconduct"** means intentional disregard of good and prudent standards of performance or proper conduct under the Contract with knowledge that it is likely to result in any injury to any person or persons or loss or damage of property.
- (n) **"Drilling Rig"** shall mean the On-shore drilling rig and associated equipment.
- (o) **"Contractor"** means the Contractor performing the work under this Contract.

**2.0 EFFECTIVE DATE, MOBILISATION TIME/DE-MOBILIZATION 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 Tools & equipment, accessories, consumables and personnel, as specified in this Contract, should be completed by Contractor within **30 days** from issue of Mobilisation notice by OIL. Mobilization shall be deemed to be completed when Contractor's tools/ equipment (tested/ calibrated to its rated specifications) and Contractor's Personnel are placed at the nominated location in readiness to commence Work as envisaged under the Contract, duly certified by the **Company's representative**.

**NOTE:** The succeeding day of issue of mobilization notice shall be counted as day 1 for the purpose of Mobilization period.

**2.3 COMMENCEMENT DATE OF THE CONTRACT:** The date on which the mobilization is completed in all respects shall be treated as the 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 valid for 01 (one) year period initially. It is expected to complete core analysis and handling jobs in 02 (two) wells during this period. The Company shall have an option to extend the Contract for a further period of about one (01) year at its discretion at a mutually agreed rates limited to the rates as incorporated in the contract, terms and conditions to complete a maximum two (02) more wells. Notwithstanding the date of contractual expiry as above, if coring/core analysis/drilling operation is in progress in a particular well and validity of contract expires, it will be obligatory on the part of the Contractor to continue Services as usual till completion/abandonment of that particular well, unless specifically directed otherwise by the Company in writing. The duration of Contract, to be reckoned from the commencement date as defined in Clause 2.3 above.

**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 licences required for Contractor's Personnel and for use of Contractor's items. Applicable statutory clearance for expatriates, if to be engaged by Contractor for execution of site jobs under the contract, shall be duly obtained by the Contractor at their cost & risk.

3.2 Arrange and be responsible for maintenance and repair of all Contractor's items and will provide all spare parts, materials, consumables etc. during the entire period of Contract at their own cost.

3.3 Perform the work described in the Scope of Work/Terms of Reference in most professional, economic and cost effective way.

3.4 Except as otherwise provided in the Terms of Reference and Technical Specifications, deploy 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 The 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 The 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 shall 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.
- 4.0 **GENERAL OBLIGATIONS OF THE COMPANY:** Company shall, in accordance with and subject to the terms and conditions of this contract:
- 4.1 Pay Contractor in accordance with terms and conditions of the contract. The period of time for which each rate shall be applicable shall be computed from and to the nearest an hour. The rates contained in the Contract shall be based on Contractor's operation being conducted on a seven (7) days week and a twenty-four (24) hours work day. Under the Contract, Contractor will be entitled to the applicable rate defined in Section IV. These rates are payable when the required condition has existed for a full 24 hours period. If the required condition existed for less than 24 hours then payments shall be made on pro-rata basis.
- 4.2 Allow Contractor access, subject to normal security and safety procedures, to all areas as required for orderly performance of the work.
- 4.3 Perform all other obligations required of Company by the terms of this contract.
- 5.0 **PERSONNEL TO BE DEPLOYED BY CONTRACTOR**
- 5.1 Contractor warrants that it shall provide competent, qualified and sufficiently experienced personnel to perform the work correctly and efficiently.
- 5.2 The Contractor should ensure that their personnel must observe all applicable statutory safety requirements without fail and any additional safety precautionary measures as to be instructed/notified by Company during the job execution from time to time. 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. Replacement personnel should be mobilized immediately without affecting the operation of the company.
- 5.3 The Contractor shall be solely responsible throughout the period of the contract for providing all requirements of their personnel including but not limited to, their transportation to & fro from Duliajan/ field site, enroute/ local boarding, lodging & medical attention etc. Company shall have no responsibility or liability in this regard. However, Company shall provide available medical assistance/facilities to Contractor's Personnel in case of emergency at its own

establishment on chargeable basis.

- 5.4 Contractor's key personnel shall be fluent in English language (both writing and speaking).
- 5.5 The Contractor shall supervise its personnel at the Operating Area 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.
- 5.6 The Contractor 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.

6.0 **WARRANTY AND REMEDY OF DEFECTS**

- 6.1 Contractor warrants that they shall perform the work in a first class, workmanlike, and professional manner and in accordance with the highest degree of quality, efficiency and current state of the art technology/oil field practices and in conformity with all specifications, standards and drawings set forth or referred to in the Terms of Reference and with instructions and guidance which Company may, from time to time, furnish to the Contractor.
- 6.2 Should Company discover at any time during the tenure of the Contract or till completion of demobilization of tools and personnel after issuance of demobilization notice/expiry of contract that the Work does not conform to the foregoing warranty, Contractor shall after receipt of notice from Company, promptly perform any and all corrective work required to make the services conform to the Warranty. Such corrective Work shall be performed entirely at Contractor's own expenses. If such corrective Work is not performed within a reasonable time, the Company, at its option may have such remedial Work performed by others and charge the cost thereof to Contractor which the Contractor must pay promptly. In case Contractor fails to perform remedial work, or pay promptly in respect thereof, the performance security shall be forfeited.

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

- 7.1 Contractor shall not, without Company's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing pattern, sample or information 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 with prior permission from Company. However, nothing hereinabove contained shall deprive the Contractor of the right to use or disclose any information:
  - (a) which is possessed by the Contractor, as evidenced by the Contractor's written records, before receipt thereof from the Company which however the Contractor shall immediately inform to Company ; or
  - (b) which is required to be disclosed by the Contractor pursuant to an order of a court of competent jurisdiction or other governmental agency having the power to order such disclosure, provided the Contractor uses its best efforts to provide timely notice to Company of such order to permit

Company an opportunity to contest such order subject to prior permission from Company.

- 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 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 During this Contract, Company and its employees, agents, other contractors, sub-contractors (of any tier) and their employees etc may be exposed to certain confidential information and data of the Contractor. Such information and data shall held by the Company, its employees, agents, other contractors, sub-contractors (of any tier) and their employees in the strictest Confidence and shall not be disclosed to any other party except on a need to know basis.
- 7.5 However, the above obligation shall not extend to information which:
- i) is, at the time of disclosure, known to the public which Contractor shall immediately inform Company ;
  - ii) is lawfully becomes at a later date known to the public through no fault of Contractor subject to Contractor's undertaking that no information has been divulged by them to the public;
  - iii) is lawfully possessed by Contractor before receipt thereof from Company which should be immediately informed to Company;
  - iv) is developed by Contractor independently of the information disclosed by Company which should be shared with the Company;
  - v) Contractor is required to produce before competent authorities or by court order subject to prior permission from Company;

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 in accordance with provisions under the law. 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 TDS Certificate to the Contractor as per the provisions of Income Tax Act.
- 8.6 Corporate and personnel 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, octroi, etc. on purchases and sales made by Contractor (except customs duty) shall be borne by the Contractor.
- 8.8 Service Tax: The price excludes Services Tax and the service tax as applicable shall be to the Company account. The Service tax amount on the taxable part of the services provided by the Contractor shall be paid by the Company as per provisions of the Service Tax Act.

**8.9 CUSTOMS DUTY:**

(a) The Tools and the Services under this Contract shall be carried out for petroleum operation under nominated blocks or NELP/other eligible blocks and therefore, Customs Duty is not payable as per the policy of the Govt. of India. Bidders should take note of the same while quoting. No customs duty is therefore considered for evaluation. OIL INDIA LIMITED shall issue Recommendatory Letters to the Contractor on submission of requisite import documents for obtaining necessary EC (Essentiality Certificates) from DGH (India) for this purpose. However, securing EC and payment of port rent, demurrage etc. and clearance of goods through Indian Customs authority on concessional/nil rate of custom duty will exclusively rest on the Contractor. In case this Govt. policy is subsequently changed during the currency of the contract, the applicable Customs duty, if any, will be reimbursed by Company to the Contractor against documentary evidence. Bidders should take note of the same while quoting. No customs duty is therefore considered for bid evaluation.

(b) While bidding, the Bidder must identify, in the format specified in Proforma-A in PART-4 of tender, all such items required to be imported by them for execution of Contract if awarded on them. Accordingly, Recommendatory Letters (RLs) shall be issued by Company against specific written request of Contractor immediately after shipment of the goods (if indicated by them in Proforma-A), alongwith the relevant Invoices and other requisite shipping documents. Company shall issue the RL within 15 days of receipt, provided all the documents submitted by the Contractor are found in order. However, securing EC from DGH in time and clearing goods through customs shall entirely rest on the Contractor.

(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 actual whichever is less.

(d) The 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 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 intended PEL/ML Block 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 the PEL/ML block under the contract.

**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 including the third party items/consumables. For materials/equipment belong to the Contractor or its sub-contractor, Contractor may self-insure the same.

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

- a) Workmen compensation insurance as required by the laws of the country of origin of the employee.
- b) Employer's Liability Insurance as required by law in the country of origin of employee.
- c) General Public Liability Insurance or 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) except when tools / equipment are below Rotary Table or in the well bore or Contractor may self-insure its tools/ 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 as governed by Indian Insurance regulations.
- f) Public Liability Insurance as required under Public Liability Insurance Act 1991.

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

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

- 9.5 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 out by the Contractor for any reason whatsoever, loss/damage claims resulting there from shall be to the sole account of Contractor.
- 9.6 Contractor shall require all of his sub-Contractor to provide such of the foregoing insurance coverage as Contractor is obliged to provide under this Contract and inform the Company about the coverage prior to the commencement of agreements with its sub-Contractors.
- 9.7 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 to the extent of the liabilities assumed by Contractor under this Contract.
- 9.8 Contractor shall obtain additional insurance or revise the limits of existing insurance as per Company's request in which case additional cost shall be to Contractor's account.
- 10.0 **CHANGES:**
- 10.1 During the performance of the work, Company may make minor change to take care of any supplementary work within the general scope of this Contract including, but not limited to, changes in methodology, and minor additions to or deletions from the work to be performed. Contractor shall perform the work as changed. Changes of this nature will be affected by written order by the Company.
- 10.2 If any change result in an increase in compensation due to Contractor or in a credit due to Company, Contractor shall submit to Company an estimate of the amount of such compensation or credit in a form prescribed by Company. Such estimates shall be based on the rates shown in the Schedule of Rates (Section IV). Upon review of Contractor's estimate, Contractor shall establish and set forth in the Change Order the amount of the compensation or credit for the change or a basis for determining a reasonable compensation or credit for the change. If Contractor disagrees with compensation or credit set forth in the Change Order, Contractor shall nevertheless perform the work as changed, and the parties will resolve the dispute in accordance with Clause 13 hereunder. Contractor's performance of the work as changed will not prejudice Contractor's request for additional compensation for work performed under the Change Order.
- 11.0 **FORCE MAJEURE:**
- 11.1 In the event of either party being rendered unable by 'Force Majeure' to perform any obligation required to be performed by them under the contract, the relative obligation of the party affected by such 'Force Majeure' will stand suspended as provided herein. The word 'Force Majeure' as employed herein shall mean acts of God, war, revolt, agitation, strikes, riot, fire, flood, sabotage, civil commotion, road barricade (but not due to interference of employment problem of the Contractor) and any other cause, whether of kind herein enumerated or otherwise which are not within the control of the party to the contract and which renders performance of the contract by the said party impossible.
- 11.2 Upon occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other

party in writing within 72 (Seventy Hours) 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 72 (seventy two) 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 either party decide not to terminate the Contract even under such condition, no payment would apply after expiry of ten (10) days force majeure period.

11.4 Force majeure' rate @50% shall apply only on Standby charges for personnel and tools irrespective of the operations carried out.

12.0 **TERMINATION:**

12.1 **TERMINATION ON EXPIRY OF THE TERMS (DURATION):** This contract shall be deemed to have been automatically terminated on the expiry of duration of the contract, thereof.

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

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

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

12.5 **TERMINATION DUE TO CHANGE OF OWNERSHIP & ASSIGNMENT:** In case the Contractor's rights and /or obligations under this 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 this Contract.

12.6 If at any time during the term of this Contract, breakdown of Contractor's equipment results in Contractors being unable to perform their obligations hereunder for a period of 15 successive days, Company at its option, may terminate 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 15 (fifteen) 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 of services as per the Contract upto the date of termination.

12.8 **CONSEQUENCES OF TERMINATION:** In all cases of termination herein set forth, the relative obligations of the parties to the Contract shall be limited to the period up to the date of termination. Notwithstanding the termination of this Contract, the parties shall continue to be bound by the provisions of this Contract that reasonably require some action or forbearance after such termination.

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

12.10 In the event of termination of contract, Company will issue Notice of termination of the contract with date or event after which the contract will be terminated. The contract shall then stand terminated and the Contractor shall demobilize their personnel & materials.

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

13.0 **SETTLEMENT OF DISPUTES AND ARBITRATION:**

13.1 **Arbitration (Applicable for Suppliers/Contractors other than PSU):**

Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, in connection with construction, meaning, operation, effect, interpretation of the contract or breach thereof which parties are unable to settle mutually, the same shall be referred to Arbitration as provided hereunder:

1. A party wishing to commence arbitration proceeding shall invoke Arbitration Clause by giving 30 days notice to the other party. The notice invoking arbitration shall specify all the points of dispute with details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and not thereafter. If the claim is in foreign currency, the claimant shall indicate its value in Indian Rupee for the purpose of constitution of the arbitral tribunal.

2. The number of arbitrators and the appointing authority will be as under:

Claim amount (excluding claim for interest and counter claim, if any)	Number of Arbitrator	Appointing Authority
Upto Rs. 5 Crore	Sole Arbitrator	OIL

Above Rs. 5 Crore	3 Arbitrators	One Arbitrator by each party and the 3 <sup>rd</sup> Arbitrator, who shall be the presiding Arbitrator, by the two Arbitrators.
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3. The parties agree that they shall appoint only those persons as arbitrators who accept the conditions of the arbitration clause. No person shall be appointed as Arbitrator or Presiding Arbitrator who does not accept the conditions of the arbitration clause.
4. Parties agree that there will be no objection if the Arbitrator appointed holds equity shares of OIL and/or is a retired officer of OIL/any PSU. However, neither party shall appoint its serving employees as arbitrator.
5. If any of the Arbitrators so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/arbitrators to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left if both parties consent for the same; otherwise, he shall proceed de novo.
6. Parties agree that neither shall be entitled for any pre-reference or pendent-lite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.
7. The arbitral tribunal shall make and publish the award within time stipulated as under:

Amount of Claims and counter claims(excluding interest)	Period for making and publishing of the award(counted from the date of first meeting of the Arbitrators)
Upto Rs. 5 Crore	Within 8 months
Above Rs. 5 Crore	Within 12 months

The above time limit can be extended by Arbitrator, for reasons to be recorded in writing, with the consent of the other parties.

8. If after commencement of the arbitration proceedings, the parties agree to settle the dispute mutually or refer the dispute to conciliation, the arbitrators shall put the proceedings in abeyance until such period as requested by the parties.
9. Each party shall be responsible to make arrangements for the travel and stay etc. of the arbitrator pointed by it. Claimant shall also be responsible for making arrangements for travel/stay arrangements of the Presiding Arbitrator and the expenses incurred shall be shared equally by the parties.

In case of sole arbitrator, OIL shall make all necessary arrangements for his travel, stay and the expenses incurred shall be shared equally by the parties.

10. The Arbitration shall be held at the place from where the contract has been awarded. However, parties to the contract can agree for a different place for the convenience of all concerned.
11. The Arbitrator(s) shall give reasoned and speaking award and it shall be final and binding on the parties.
12. Subject to aforesaid, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof shall apply to the arbitration proceedings under this clause.

13.2 **Arbitration (applicable in case of Contract awarded on Public Sector Enterprise):**

In the event of any dispute or difference relating to, arising from or connected with the Contract, such dispute or difference shall be referred by either party to the arbitration of one of the Arbitrators in the Department of Public Enterprises, to be nominated by the Secretary to the Government of India, In-Charge of the Bureau of Public Enterprises. The Arbitration and Conciliation Act 1996 shall not be applicable to the Arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Deptt. of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference, the dispute shall be decided by the Law Secretary or the Special Secretary/Additional Secretary, whose decision shall bind the parties finally and conclusively. The parties in the dispute will share equally the cost of the arbitration as intimated by the Arbitrator.

The venue of all arbitrations under both 13.1 & 13.2 will be Duliajan(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:

a) **Company**  
**For contractual matters**  
GM (Contracts)  
OIL INDIA LIMITED  
PO DULIAJAN - 786602  
ASSAM, INDIA  
Fax No. 91-374-2803549  
Email: contracts@oilindia.in

b) **For technical matters**  
General Manager (Expl)  
OIL INDIA LIMITED  
PO Duliajan - 786602,  
Assam, India  
Fax No. 91-374-2807154  
Email: nef@oilindia.in

c) **Contractor**

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

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

15.0 **SUBCONTRACTING/ASSIGNMENT:**

- 15.1 Contractor shall not subcontract, transfer or assign the contract, in full or any part under this contract, to any third party (ies). Except for the main 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 liability of every kind for breach of any such Statute, Ordinance or Law, regulation or bye-law.
- 16.3 During the tenure of the Contract, Contractor shall keep the site where the services are being performed reasonably free from all unnecessary obstruction and shall store or dispose of any equipment and surplus materials and clear away and remove from the site any wreckage, rubbish or temporary works no longer required. On the completion of the services, Contractor shall clear away and remove from the site any surplus materials, rubbish or temporary works of every kind and leave the whole of the site clean and in workmanlike condition to the satisfaction of the Company.
- 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.

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 stipulated period, the Contractor shall be liable to pay liquidated damages @ 0.5 % of the contract value including mobilization cost, per week or part there of delay subject to maximum of 7.5%. Liquidated Damages will be reckoned from the expiry date of the scheduled mobilisation period as defined in Clause No. 2.2 of Section-I.

**Note:** For interim mobilization, LD will be applicable @ 0.5% of the Contract value, per week or part there of delay subject to maximum of 7.5%.

- 17.2 If the Contractor fails to mobilise within 15 weeks after the stipulated date, then the Company reserves the right to cancel the Contract without any compensation whatsoever.
- 17.3 The parties agree that the sum specified above is not a penalty but a genuine pre-estimate of the loss/damage which will be suffered by OIL on account of delay/breach on the part of the Contractor and the said amount will be payable



without proof of actual loss or damage caused by such delay/breach and without any demur and shall not be open for any dispute whatsoever.

**18.0 PERFORMANCE SECURITY:**

18.1 The successful bidders are required to furnish performance guarantee through security deposit called performance security. This is for securing the performance of contracts/purchase order. Performance guarantee is to be submitted by the successful contractor within the stipulated time as per LOA. Validity of the performance security/contract performance guarantee shall be valid for 90 days beyond contract period/duration and applicable warranty/guarantee/defect liability period (if any). In the event of extension of the Contract period, the validity of the bank guarantee shall be suitably extended by the Contractor. The bank guarantee will be discharged by Company not later than 30 days following its expiry.

18.2 In the event, Bidder fails to honor any of the commitments entered into under the contract or in the event of termination of the contract under provisions of Integrity Pact and/or in respect of any amount due from the Bidder to Company, the Company shall have unconditional option under the guarantee to invoke the performance security and claim the amount from Bank. The bank shall be obliged to pay the amount to the Company on demand.

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

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

**21.0 LIABILITY:**

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

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

- 21.3 The Contractor hereby agrees to waive its right of recourse and further agrees to cause its underwriters to waive their right of subrogation against Company and/or its underwriters, servants, agents, nominees, assignees, Contractors and sub-contractors for loss or damage to the equipment of the Contractor and/or its sub-contractors and/or their employees when such loss or damage or liabilities arises out of or in connection with the performance of the contract limited to the Contractor's liabilities agreed to under this Contract.
- 21.4 The Contractor hereby further agrees to waive its right of recourse and agrees to cause its underwriters to waive their right of subrogation against Company and/or its underwriters, servants, agents, nominees, assignees, Contractors and sub-contractors for injury to, illness or death of any employee of the Contractor and of its contractors, sub-contractors and/or their employees when such injury, illness or death arises out of or in connection with the performance of the contract limited to the Contractor's liabilities agreed to under this Contract.
- 21.5 Except as otherwise expressly provided, neither Contractor nor its servants, agents, nominees, Contractors or sub-contractors shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss or damage to the property of the Company and/or their Contractors or sub-contractors, irrespective of how such loss or damage is caused and even if caused by the negligence of Contractor and/or its servants, agents, nominees, assignees, Contractors and sub-contractors. The Company shall protect, defend, indemnify and hold harmless Contractor from and against such loss or damage and any suit, claim or expense resulting there from.
- 21.6 Neither Contractor nor its servants, agents, nominees, assignees, Contractors, sub-contractors shall have any liability or responsibility whatsoever to whomsoever for injury or illness, or death of any employee of the Company and/or of its Contractors or sub-contractors irrespective of how such injury, illness or death is caused and even if caused by the negligence of Contractor and/or its servants, agents, nominees, assignees, Contractors and sub-contractors. Company shall protect, defend indemnify and hold harmless Contractor from and against such liabilities and any suit, claim or expense resulting there from.
- 21.7 The Company agrees to waive its right of recourse and further agrees to cause its underwriters to waive their right of subrogation against Contractor and/or its underwriters, servants, agents, nominees, assignees, Contractors and sub-contractors for loss or damage to the equipment of Company and/or its contractors or sub-contractors when such loss or damage or liabilities arises out of or in connection with the performance of the contract.
- 21.8 The Company hereby further agrees to waive its right of recourse and agrees to cause it underwriters to waive their right of subrogation against Contractor and/or its underwriters, servants, agents, nominees, assignees, Contractors and sub-contractors for injury to, illness or death of any employee of the Company and of its Contractors, sub-contractors and/or their employees when such injury, illness or death arises out of or in connection with the performance of the Contract.
- 22.0 **INDEMNITY AGREEMENT:**
- 22.1 Except as provided hereof Contractor agrees to protect, defend, indemnify and hold Company harmless from and against all claims, suits, demands and causes of action, liabilities, expenses, cost, liens and judgments of every kind

and character, without limit, which may arise in favour of Contractor's employees, agents, contractors and sub-contractors or their employees on account of bodily injury or death, or damage to personnel/property as a result of the operations contemplated hereby, regardless of whether or not said claims, demands or causes of action arise out of the negligence or otherwise, in whole or in part or other faults.

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

23.0 **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.

24.0 **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).

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

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

which such indebtedness shall remain unpaid, with-hold from the amounts due to Contractor, a sum equal to the amount of such unpaid indebtedness.

Withholding will also be effected on account of the following:-

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

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

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

**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.

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 1952- as applicable to safety and employment conditions
- b) The Minimum Wages Act, 1948
- c) The Oil Mines Regulations, 1984
- 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 there under
- h) The Employees Pension Scheme, 1995
- i) The Interstate Migrant Workmen Act., 1979 (Regulation of employment and conditions of service)
- j) The Employees Provident Fund and Miscellaneous Provisions Act, 1952
- k) The AGST Act, WB & Bihar Tax Act
- l) Service Tax Act
- m) Customs & Excise Act & Rules
- n) Assam, West Bengal and Bihar Entry Tax Act

**27.0 RECORDS, REPORTS AND INSPECTION:** The Contractor shall, at all times, permit the Company and its authorised employees and representatives to inspect all the Work performed and to witness and check all the measurements and tests made in connection with the said work. The Contractor shall keep an authentic, accurate history and logs including safety records of each IP survey section with major items consumed, which shall be open at all reasonable times for inspection by the Company designated representatives and its authorised employees and representatives. The Contractor shall provide the Company designated representatives with a daily written report, on form prescribed by

the Company showing details of operations during the preceding 24 hours and any other information related to the said IP survey requested by the Company whenever so requested. The Contractor shall not, without Company's written consent allow any third person(s) access to the said survey, or give out to any third person information in connection therewith.

**28.0 SUBSEQUENTLY ENACTED LAWS ON TAXES:**

- 28.1 In the event of introduction of any new legislation or any change or amendment or enforcement of any Act or Law, rules or regulations of Government of India or State Government(s) or Public Body which becomes effective after the date of submission of Price Bid or revised price bid, if any, for this CONTRACT and which results in increased/decreased cost of the works under the CONTRACT through increased/decreased liability of taxes, (other than personnel and Corporate taxes), duties, the Parties shall agree to a revision in pricing to reflect such change subject to the production of documentary proof to the satisfaction of the COMPANY/CONTRACTOR as applicable to the extent which directly is attributable to such introduction of new legislation or change or amendment as mentioned above and adjudication by the competent authority (applicable when disputed by COMPANY) & the courts wherever levy of such taxes/duties are disputed by COMPANY/CONTRACTOR.
- 28.2 Any increase in net amount of the duties and taxes (i.e. the amount of taxes/duties payable minus eligible credit of taxes/duties paid on input services/inputs) after the contractual completion/mobilization date during the extended period will be to the contractor's account, where delay in completion /mobilization period is attributable to the CONTRACTOR. However, any decrease in net amount of the duties and taxes (i.e. the amount of taxes/duties payable minus eligible credit of taxes / duties paid on input services/inputs) after the contractual completion/mobilization date will be to COMPANY's account.
- 28.3 The Contract Price and other prices given in the Schedule of Prices are based on the applicable tariff as indicated by the CONTRACTOR in the Schedule of Prices. In case this information subsequently proves to be wrong, incorrect or misleading, COMPANY will have no liability to reimburse/pay to the CONTRACTOR the excess duties, taxes, fees, if any finally levied/imposed by the concerned authorities. However, in such an event, COMPANY will have the right to recover the difference in case the rate of duty/tax finally assessed is on the lower side.
- 28.4 Notwithstanding the provision contained in clause 28.1 to 28.2 above, the COMPANY shall not bear any liability in respect of:
- i. Personal taxes on the personnel deployed by CONTRACTOR, his sub-contractor / sub-sub-contractors and Agents etc.
  - ii. Corporate taxes and Fringe benefit tax in respect of contractor and all of their sub-contractors, agents etc.
  - iii. Other taxes & duties including Customs Duty, Excise Duty and Service Tax in addition to new taxes etc. in respect of sub-contractors, vendors, agents etc. of the CONTRACTOR.
- 28.5 In order to ascertain the net impact of the revisions/enactment of various provisions of taxes / duties, the CONTRACTOR is liable to provide following disclosure to COMPANY:
- i. Details of each of the input services used in relation to providing service to COMPANY including estimated monthly value of input service and service tax amount.

- ii. Details of Inputs (material/consumable) used/required for providing service to Company including estimated monthly value of input and excise duty/CVD paid/payable on purchase of inputs.

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

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

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

32.0 **PAYMENTS, MANNER OF PAYMENT, RATES OF PAYMENT:**

32.1 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 the Contract. Payment to the third party supplier(s) of the items/consumables shall be made after receipt of goods at site at Duliajan duly certified by authorized personnel of the Company. All payments will be made in accordance with the terms hereinafter described.

32.2 **MANNER OF PAYMENT:** All payments due by company to Contractor hereunder shall be made at Contractor's designated bank. Bank charges, if any will be on account of the Contractor.

32.3 Payment of any invoices shall not prejudice the right of company to question the validity of any charges therein, provided company within one year after the date of payment shall make and deliver to contractor written notice of objection to any item or items the validity of which Company questions.

32.4 **INVOICES:** Mobilization charges will be invoiced only upon completion of mobilization when the entire tools and equipment 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.

32.5 Contractor shall send invoice to company on the day following the end of each month for all daily or monthly charges due to the contractor.

32.6 Contractor will submit 04 (Four) sets of all invoices duly super scribed 'Original' and 'copy' as applicable to the company for processing payment. Separate invoices for the charges payable under the contract shall be submitted by

the Contractor for foreign currency and Indian currency.

- 32.7 Payment of monthly invoices, if undisputed, shall be made within 30 days following the date of receipt of invoice by Company.
- 32.8 Company shall within 30 days of receipt of the invoice notify the contractor of any item under dispute, specifying the reasons thereof, in which event, payment of the disputed amount may be withheld until settlement of the dispute, but payment shall be made of any undisputed portion 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 Clause 25.6 above.
- 32.9 The acceptance by Contractor of part payment on any billing not paid on or before the due date shall not be deemed a waiver of Contractor's rights in any other billing, the payment of which may then or thereafter be due.
- 32.10 Payment of Final demobilization charges shall be made if applicable within 45 days on receipt of invoice by Company accompanied by the following documents from the Contractor:
- a) Audited account up to completion of the Contract.
  - b) Tax audit report for the above period as required under the Indian Tax Laws.
  - c) Documentary evidence regarding the submission of returns and payment to taxes for the expatriate personnel engaged by the Contractor or by its sub-contractor.
  - d) Proof of re-export of all items including the unutilized spares and consumables (excepting consumables consumed during the contract period) and also cancellation of re-export bond if any.
  - e) 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. A certificate from Chartered Accountant on (a), (b) & (c) above will suffice

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

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

- 33.1 The Contractor shall arrange for and execute demobilization of the set of Tools/Equipment/Spare/ Accessories/Manpower etc. upon receipt of notice for demobilization from Company. Demobilisation shall include dismantling of its accessories/equipment, including the manpower. In case of final demobilization, re-export of its accessories/equipment, unutilized spares and consumables at the cost of the contractor. Final demobilization shall be completed by Contractor within 60 days of issue of final demobilization notice by Company. Immediately after re-exporting its accessories, equipment and the unused spares and consumables, Contractor shall submit the detail re-export documents to Company as documentary proof of re-exporting its accessories, equipment and the unused spares and consumables. In case of failure to re-export any of the items as above within the allotted time period of 60 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.

- 33.2 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.
- 33.3 Contractor must furnish an undertaking that "the equipment imported and also spares & accessories which remained unutilized after the expiry of the contract, would be re-exported at their own cost after completion of contractual obligation after observing all the formalities/rules as per Customs Act or any other relevant Act of Govt. of India applicable on the subject". In case of non- observance of formalities of any provisions of the Customs Act or any other Act of Govt. of India, the Contractor shall be held responsible for all the liabilities including the payment of Customs Duty and penalties to the Govt. on each issue. Non-compliance of these provisions will be treated as breach of contract and their Performance Bank Guarantee will be forfeited.
- 33.4 In the event all / part of the equipment etc. are transferred by Contractor after expiry/termination of the contract within the country to another operator for providing services, and/or sold to a third party, Contractor shall obtain all necessary Govt. of India clearances including the Customs formalities for transferring to another operator and/or sale of the Tools and Equipments package, its accessories, equipment and the unused spares and consumables to a third party. Company will not be responsible for any non- compliance of these formalities by Contractor. Payment of Customs Duty and penalties(if any) imposed by Govt. of India or Customs authorities for transferring the items in part or in full to an area where Nil Customs Duty is not applicable or sale of the items shall be borne by the Contractor and Contractor indemnifies Company from all such liabilities.

**END OF SECTION - I**



**Part-3**  
**SECTION-II**  
**SCOPE OF WORK/TERMS OF REFERENCE/TECHNICAL SPECIFICATIONS**

- 1.0 **Preamble:** OIL INDIA LIMITED (OIL), a Government of India Enterprise under the Ministry of Petroleum and Natural Gas is a premier up-stream oil company engaged in the business of Exploration, Production & Transportation of Crude Oil & Natural Gas as well as production of LPG, having its Headquarter at Duliaganj, Assam in India. Its operations are largely based in the north-eastern parts of India particularly in Assam, Arunachal Pradesh and Assam/Arunachal Pradesh but have also extended its activities in different parts of India and abroad. Duliaganj is well connected by Air with nearest Airport at Dibrugarh, about 45 km away.

As per the Shale Gas/oil policy guidelines of MoP&NG and Directorate General of Hydrocarbon (DGH), the nominated on-land blocks spread across various parts of Upper Assam and Arunachal Pradesh were awarded to OIL for shale gas/oil exploration and exploitation within a stipulated time. In this connection, OIL is in the process of shale gas/oil evaluation to establish the potentiality in the awarded blocks.

View above, it is proposed to acquire conventional cores approximately 250 to 300 m in two core-holes of Upper Assam Basin. These cores will be taken by conventional coring method and the diameter of the core will be in the range of 3.5 inch to 4 inch. The inner barrel will be of aluminum metallurgy.

Another approximately 500-700 m length of core may be taken in two core-holes of Thrust Belt Area, Arunachal Pradesh under extension period (optional). These cores will be acquired through wireline coring system with split type inner barrel and the diameter will be in the range of 2 to 3 inch.

The volume of conventional cores may be extended/reduced based on the sub-surface information during drilling/coring. It is proposed to conduct a number of onsite and offsite shale specific studies on these cores so as to evaluate gas/oil in place and other required parameters for evaluating shale gas/oil potential of awarded blocks. The requirement of volume of coring and onsite and offsite core studies in individual wells may vary depending on various factors.

It is proposed to hire experienced reputed service providers for core handling, core preservation, specific analysis and all related activities at site and laboratory base.

The service provider should be capable of conducting specialised laboratory studies viz., generation of adsorption isotherms, geo-mechanical, petro-physical, lithological, mineralogical studies, core processing (core slabbing, cutting of plugs, core photography, core storage etc.) and all other related activities in their laboratory facilities.

It is envisaged, that the above services would be required for 02 (two) core-holes proposed to be drilled and cored in various blocks of OIL in Upper Assam within one year which may be extended for another two core holes in next year.

The required activities and studies can broadly be divided into **Well site Activities** and **Laboratory studies**.

Well site activities viz., Core handling, Core preservation and Canister desorption studies etc. to be taken care by the service provider by mobilising a fully equipped, self-contained mobile unit along with required manpower. Specialised core handling and core studies to be taken up in the base lab and advanced laboratory facilities of the service provider equipped with all required instruments and experienced manpower.

**Details of studies proposed to be outsourced are given below:**

- 2.0 **Well site Operations:** Main objective of collecting conventional core from target shale sections in Pilot holes /Core-holes is to carry out number of onsite and offsite laboratory measurements on core samples for evaluation of their shale gas/oil potential. In order to facilitate these studies, it is necessary to handle and process the cores properly after retrieving them from the inner core barrel. The service provider is to ensure that cores are handled as per standard industry practices so that their mechanical integrity is maintained and core samples are not altered to affect the accuracy of various measurements. For this, service provider will mobilize fully equipped mobile unit, fitted with all necessary equipments and required manpower for carrying out desorption studies, core preservation (mylar/wax), core handling and other related activities at well site. Selected samples (to be identified by OIL) will have to be cut, desorbed at wellsite, and also preserved and packed for future analysis before their transportation to the laboratory for further studies.

Details of onsite studies/ operations proposed to be outsourced are given below:

- 2.1 **Core handling and preservation:** All cores to be properly cleaned, wiped and catalogued after retrieving them from inner core barrel lay out on a rack without causing any damage. In case the cores within inner barrel, it is decided that cores will be retained in the inner barrel itself, then the inner barrel to be properly marked, labeled and sealed with flexible rubber end caps and clamps and packed in a proper manner to minimize exposure to atmosphere and moisture.

In case the core recovered in split inner barrel, the remaining cores after selection for analysis will have to be preserved in a systematic manner. In this regards, Service provider should have sufficient amount of PVC pipes of required diameter (core diameter in the range of 2-3 inch) and the cores should be put into it which should be properly marked, labeled and sealed with flexible rubber end caps and clamps or PVC sealed caps and packed in a proper manner to minimize exposure to atmosphere and moisture. The amount of preservation jobs for this may be reviewed based on the results of the shale analysis. Bidder will mobilize necessary equipment and accessories for cutting cores into pieces of prescribed length. Bidder will also mobilize necessary equipment for preservation (mylar/wax) of selected core samples at well site with minimum loss of time, before transporting them to their base laboratory facility.

At this stage, it is planned to cut whole core samples of 1 foot length at every 3 m interval (or as decided by OIL) which will be mylar/wax preserved for future use. These whole core pieces are to be preserved by wrapping with saran wrap

followed by aluminum foil, labeled and dipped in wax, as per standard operating practice, or any other suitable method.

- 2.2 Desorption Canister Analysis:** It is proposed to carry out desorption canister studies on 1 foot long whole core sample of 2-4 inch diameter (considering both conventional and wireline retrieved core) at every 3 to 5 m interval or as decided by OIL. The objective of this study is to have direct measurement of total gas content of selected core samples. Service provider will follow standard industry practices to conduct the analysis for a reliable measurement of lost, desorbed and residual gas. As desorption studies are planned to be carried out on number of samples, service provider has to ensure availability of sufficient number of canisters at all the time at well site. Transportation of canister from site to their base laboratory after initial period of few days for further studies would be the responsibility of the service provider. Service provider will make arrangements to record all required coring/other parameters (viz. time of start and completion of coring operation, start and completion of pulling out operation and time of putting the core sample in the canister etc.) for evaluation of lost and desorbed gas content required for measurement of total gas content in selected shale samples. During desorption measurements at well site as well as in the laboratory, the canister will be maintained at reservoir temperature or average mud circulating temperature. The expected temperature and pressures of the target zone would be provided by OIL to the service provider.

Core samples will be photographed, gross lithology of core pieces to be recorded before placing them in canisters. While desorbed gas measurements will be made in the well site for initial few days, service provider may shift the canisters to base laboratory once gas desorption rate becomes sufficiently low so that no significant data is missed during period of transportation. Desorption studies initiated at well site to be continued subsequently at the base laboratory as per standard norms. After completion of desorption studies, samples to be weighed and photographed. Samples then will have to be crushed for residual gas analysis and then preserved. All the above activities to be done to evaluate lost, desorbed and residual gas quantities, so as to evaluate the total gas content.

GC analysis of desorbed gases from a few selected desorption canisters (3 samples per canister, at different desorption time periods) is required to be carried out, to determine their hydrocarbon (C1 to C6 or higher) and permanent gas (O2, N2 and CO2) composition. Service provider to follow standard industry procedure for desorption studies for shale samples and will submit the results along with a detailed report consisting of raw data, methodology, graphs, various parameters considered for evaluation, interpretation of data collected during the study.

- 2.3 Mud gas sample collection through IsoTubes:** OIL also plans to collect mud gas samples using IsoTubes for various studies such as gas composition analysis and isotopic studies in selected wells during drilling through shale sections. The service provider should be able to install an IsoTube sampling manifold at the rig prior to start of drilling of the target shale zone, testing of the manifold for satisfactory sample collection and dismantling after completion of drilling.

The service provider has to collect mud gas samples using isotubes at every approximately 10 to 20 m interval, or as decided by OIL, in the target zone. All IsoTubes to be labelled, catalogued and preserved in suitable boxes so as to facilitate gas analysis at a later date. For this, service provider will maintain stock of sufficient number of IsoTubes at well site.

### **3.0 Transportation of Core samples from well site to base laboratory of the**

**Service provider:** Service provider will transport all the cores collected at well site to their base laboratory facility after proper packing in suitable boxes, to avoid any damage during transportation. Transportation of cores may have to be done periodically as decided by OIL, for their proper storage at the base laboratory and also to initiate required studies at the base lab. All the core samples after proper analysis at base laboratory will have to be transferred by the service provider to OIL's storage lab or designated site in and around Duliajan. The Service provider will have to transfer the remaining samples from well site to OIL's storage Lab or as advised by OIL.

### **4.0 Activities at Base Laboratory:** After the core samples are shifted to the base laboratory of the service provider, a number of core processing operations and laboratory studies are proposed to be carried out on identified core samples. Details of these operations/ studies which are proposed to be outsourced are given in following paragraphs:

#### **4.1 Whole Core Spectral Gamma Ray, CT scan and Core Photography:** The whole preserved (mylar/wax/caps and clamps) core pieces of variable length received from well site to be subjected to spectral gamma ray logging (SGR). In addition, service provider will arrange CT scanning of these core pieces. Spectral gamma ray log and In addition to these, high resolution core photographs (both in white and UV light) will also be required to be taken for whole core/ slabbed cores as per requirement.

Service provider will provide the raw and processed data from Spectral gamma ray logging and CT scan, along with a brief report on these data enumerating all the relevant details necessary for interpretation of data.

#### **4.2 Core Processing and Preservation:** Based on the wire line log data and other drilling data including results of desorption data, Spectral gamma ray logs and CT scan data, samples in the form of vertical and horizontal plugs and pucks for various studies will need to be cut from the cores as decided by OIL. Service provider will arrange to cut the required number of vertical and horizontal core plugs and pucks of prescribed size and their preservation as per the requirement. Broad details of core plugs and full diameter pucks are as follows:

- 3 inch pucks to be cut at every 2-3 m interval or as decided by OIL, for mineralogical, geological, geochemical and other studies.
- The cores then to be slabbed longitudinally (1/2-1/2; 1/3-2/3 or 1/4-3/4), as decided by OIL, depending on the condition of the recovered cores.
- Horizontal and vertical plugs of 1 inch diameter and 1.5-2 inch length to be cut at every 1 to 3 m interval or as decided by OIL for each well.

All pucks, core plugs and core pieces to be labeled, catalogued, properly preserved and stored appropriately, in plastic bags and in plastic/ glass bottles or wax.

- 4.3 **Adsorption Isotherms:** Service provider will have to arrange/ carry out adsorption isotherm study on selected samples (approximately ten/fifteen in each well) with methane {6 point, 0 to 115 deg C or above (reservoir temp) and pressure upto 5000 psi or higher} for computation of gas storage capacity of the shale. The studies can be carried out at the service providers' laboratory located either in India or abroad. Detailed well wise report to be submitted giving all data, evaluation methodology, equipment used with comments, suggestions/ recommendations.
- 4.4 **Gas Composition:** The Contractor should carry out Gas composition analysis of the samples collected from the desorbed gas (C1 to C7, other gas compositions including CO<sub>2</sub>, N<sub>2</sub>, etc).  
In source rock analysis, initial screening will be based on the results of TOC & Rock Eval. TOC and Pyrolysis (Rock Eval) analysis will be carried out by OIL in it's own in-house laboratory. Based on screening results, samples will be selected for other detailed studies to be carried out by Service provider. In case of promising results, additional number of samples will be inducted for detailed analysis. Based on the result, optional studies may also be followed. Vitrinite Reflectance (VRo) will be carried out by OIL in it's own Laboratory.
- 4.5 **Petrophysical Studies:** OIL will identify samples for petrophysical/ SRP (Shale Rock Properties) analysis from the interesting sections. The analysis should necessarily consist of gas filled porosity, total porosity, permeability, water/gas/oil saturations, bulk and grain densities etc. The analysis is proposed to be carried out in approximately ten/twenty samples per well or as decided by OIL. This may vary depending on the data obtained from individual wells.
- 4.6 **Mineralogical Studies:** Service provider will have to complete XRD Studies (viz. semi quantitative evaluation of bulk and clay mineralogy) to identify mineral phase, weight percent of rock forming minerals, total abundance of clays and individual clay species including percent expandability and orientation of mixed illite/ smectite with Diffractograms.  
Service provider will have to provide TOC integration and grain density calculations and calculated volume percentages.  
Service provider will have to carry out XRF Elemental Analysis to provide 20 to 30 elements in clean sandstones and carbonates and upto 35 elements in shales, shaly sandstones, shale carbonates etc. XRF Chemostratigraphy and interpretation is required to establish a chemostratigraphic framework and elemental signatures for depositional environments including evaluation of paleoredox conditions in shales.
- 4.7 **Rock Mechanic Studies:** Service provider to carry out the followings with respect to rock mechanic studies:
- **Triaxial Compressive Strength Test:** Triaxial compressive strength and static Young's modulus and Poission's ratio at axial strain rate of  $5 \times 10^{-6}$  per second.
  - **Acoustic Velocity Test:** Compressional (P) and shear (S) wave velocities at 1 MHz, dynamic elastic parameters etc.
  - Proppant embedment test.
  - Compressive strength tests for fracture design and wellbore stability.
- The volume of above jobs will depend on the results of shale analysis or as advised by OIL.

4.8 **Petrophysical Log Based Sample Optimisation (Cluster Analysis):**  
Petrophysical log based analysis through an appropriate statistical method to select the samples for the above analysis to be performed. Generally it is done to optimise the number of samples to an apparent level of heterogeneity within a given database.

4.9 **Data Integration and Interpretation and deliverables:**

- **Core evaluation report** to be submitted with an overview of wellsite and coring operations, analysis of canister gas content and gas composition data, standard geochemical analysis (TOC/Programmed pyrolysis), XRD, SRP, adsorption isotherm(if available) and rock mechanical data(if available). Report should also include basic interpretation of all data on a per formation basis. Interpretation includes calculated gas storage capacities {free, adsorbed (as a function of TOC), and dissolved} to estimate Total Gas Storage Capacity and Gas-in-Place. For liquid rich formations, oil saturation and Oil-in-Place estimation based on geochemical and /or SRP data should also be included. Comparison should be made between avg. canister gas content and calculated gas storage capacity (midpoint of reservoir). Report should provide best statistical analysis required to complete the log to core calibration and/or the Hydrocarbon-in-Place analysis report.
- **Log to core calibration and Hydrocarbon-in-Place analysis** should involve the utilization of relevant and available rock and fluid data, computer based log interpretation. Using rock and fluid data multi-variate solutions to log response should be derived to develop statistically significant solutions for mineralogy, organic richness, porosity, fluid saturation, permeability and rock mechanical properties. The calibrated log model should be based upon exclusive unconventional log analysis methods which are used to estimate rock and reservoir properties including Hydrocarbon-in-Place and reservoir quality in both cored and un-cored intervals at the same resolution as the log depth-step. Deliverables should include details of log model solutions, compiled LAS file (log, core and model digits) and relevant depth plots and models.
- **The deliverables will include but not limited to:**
  - All the observed or derived data are required in digital format.
  - Detail procedure of experiments
  - Weekly progress of the job.
  - Final Interpretation report 2 hard copies along with Digital copy.
  - Final project report 2 hard copies along with Digital copy.

5.0 **General:**

5.1 The service providers should be able to mobilise 01 (one) fully equipped mobile unit along with required manpower to take care of well site core handling activities, as per scope of work including canister desorption studies.

5.2 Service providers should have their own base laboratory facilities within the country. Details of the base laboratory in India, viz., its location, capabilities, manpower available, their experience etc., for carrying out laboratory analysis/ routine activities, as per scope of work (viz., canister desorption studies, conducting spectral gamma ray logging, CT scanning, slabbing, core photography, core cutting, cutting of plugs and pucks, core description, packing and preservation, core storage and viewing facilities etc.) to be clearly

mentioned and submitted with un-priced bid, along with supporting documents. OIL team may visit the laboratory facilities for ascertaining the facilities available, before finalisation of the contract.

- 5.3 In addition, service provider should have their own laboratory facilities for conducting special shale specific studies in India or abroad. This laboratory should be manned by experienced technical persons and should be capable of generating adsorption isotherms, conducting petrophysical, mineralogical, geo-mechanical studies etc., as per scope of work. Details of these facilities, including location, domain experts available, capabilities, studies conducted, experience in shale specific studies and interpretation may clearly be mentioned and submitted along with the un-priced bid, with supporting documents.
- 5.4 Service provider to identify and name an experienced technical coordinator for the entire period, in addition to a project coordinator or operational manager. The technical coordinator should have requisite experience in handling/supervising all core handling and analytical activities. He would be the single point contact for technical, analytical and core handling activities either within the country or abroad. The coordinators are to be identified before commencement of contract and subsequent change, if any, would be allowed only with the consent of General Manager (Exploration), Exploration Basin, Duliajan. No separate charges would be paid for the coordinators.
- 5.5 Interim reports to be submitted after completion of individual activities. For example on completion of spectral gamma ray studies, an interim report giving the raw data, graphs with comments and recommendations, if any is to be submitted. After all the required studies are completed, well wise consolidated and integrated technical report is to be issued with comments and recommendations. This integrated report will have to incorporate analysis of canister gas content, canister gas composition, XRD, statistical analysis of SRP data, geochemical interpretation, range of TOC, remaining hydrocarbon content, thermal maturity, Interpretation and calculations of gas storage capacities {free, adsorbed (as a function of TOC), and dissolved} to estimate Total Gas Storage Capacity and Gas-in-Place, comparison of average canister gas content to calculated gas storage capacity (midpoint of reservoir), interpretation and calculations of Oil-in-Place based on geochemical and/or SRP data. Report should also provide the base statistical analysis required to complete the Log to Core Calibration & Hydrocarbon-In-Place Analysis Report. However, the contents of the integrated report will be based on the result of the core analysis as advised by OIL.
- 5.6 All cost towards food and accommodation for its personnel shall be bidders' responsibility.

**Part-3**  
**SECTION-III**  
**SPECIAL CONDITIONS OF CONTRACT**

- 1.0 DEFINITIONS:** Following terms and expression shall have the meaning hereby assigned to them unless the context otherwise requires:
- 1.1 **"Approval"** as it relates to Company, means written approval.
- 1.2 **"Base Location"** means where the Bidder will establish camp for their equipment and personnel. The Bidder has to carry out maintenance for the equipment in the base camp.
- 1.3 **"Company's items"** means the equipment, materials and services, which are to be provided by Company at the expense of Company.
- 1.5 **"Contractor's items"** means the materials and services, which are to be provided by Bidder to carry out the job satisfactorily which, are listed under terms of reference and technical specifications in Section - II.
- 1.5 **"Company's Personnel"** means 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.
- 1.6 **"Contractor's personnel"** means the personnel as mentioned under terms of reference and technical specification in Section - II, to be provided by Bidder to conduct operations hereunder.
- 1.7 **"Contractor's representatives"** means such persons duly appointed by the Bidder to act on Bidder's behalf and notified in writing to the Company.
- 1.8 **"Day"** means a calendar day of twenty-four (24) consecutive hours beginning at 06:00 hrs. and ending at 06:00 hrs.
- 1.11 **"Facility"** means and includes all property of Company owned or hired, to be made available for services under this Contract and as described in this agreement.
- 1.10 **"Operating Area"** means those areas in Assam and Arunachal Pradesh where Oil's Operations will be carried out.
- 1.11 **"Site"** means the land and other places, on/under/in or through which the works are to be executed by the Bidder 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.
- 1.12 **"Work"** means each and every activity required for the successful performance of the services described in Section II, the Terms of Reference.
- 2.0 MOBILISATION TIME OF CONTRACT:** The mobilization of Tools & equipment, accessories, consumables and personnel, as specified in this Contract, should be completed by Contractor within **30 days** from issue of Mobilisation notice by OIL. Mobilization shall be deemed to be completed when Contractor's tools/ equipment (tested/ calibrated to its rated specifications) and Contractor's Personnel are placed at the nominated location in readiness to commence Work as envisaged under the Contract, duly certified by the **Company's representative**.

**NOTE:** The succeeding day of issue of mobilization notice shall be counted as day 1 for the purpose of Mobilization period.

- Charges for Initial Mobilisation shall will be payable for the mobilisation at the very first location under the contract. Similarly, the charges for Final



Demobilisation shall be payable against demobilisation of equipment & manpower from the last location after completion of jobs under the contract.

- However, Company reserves the right to de-mobilize/re-mobilise the equipment and manpower for an intervening period not less than **15 days**, if situation so arises.
- All mobilisations (including interim remobilization) would be deemed complete after receipt and acceptance by OIL on inspection of field unit with all required materials and manpower at the well site. Upon arrival at notified well site within the stipulated time, service provider should inform OIL for carrying out inspection. OIL requires notice of 24 (twenty four) hours for taking up inspection/on-hire survey. The same shall be completed within another 24 (twenty four) hours. Operating or standby day rate (as the case may be) shall be applicable only after the equipment and manpower are found acceptable to Company on inspection.
- In case of Interim Demobilisation, Contractor must remobilize all its resources at the notified site within **15 days** of receipt of remobilization notice from Company.

### 3.0 **DEMOBILISATION:**

Demobilization shall be completed by Contractor within **15 days** of expiry/termination of the contract. After the completion of work, all equipment, accessories etc. brought into India on re-export basis shall be re-exported by Contractor except consumables and spares, which were consumed during the course of job execution under the contract. In case of failure to do so in the allotted time hereof 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. In the event all/part of the equipment etc. are transferred by Contractor within the country to an area where no nil customs duty is applicable and/or sold to a third party after obtaining permission from Company and other appropriate government clearance in India, then Contractor shall be fully liable for payment of the custom duty.

### 4.0 **ASSOCIATION OF COMPANY'S PERSONNEL:**

- 4.1 Company's nominated Representative(s) will be associated with supervision & guidance of the work to be carried out by the Contractor throughout the operations. The Contractor shall execute the intended services under the contract in a cost effective way with professional competence and in an efficient workman-like manner and provide Company with a standard of work customarily provided by reputed Contractors to major international oil companies in the petroleum industry.

### 5.0 **PROVISION OF PERSONNEL AND FACILITIES:**

- 5.1 The personnel to be deployed by the Contractor for job execution at site must have the requisite experience as detailed herein and should be proficient in English. On Company's request, Contractor shall remove and replace at their own expenses any of their personnel whose presence is considered undesirable in the opinion of the Company.
- 5.2 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, 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 extra charge to the Company.

- 5.3 Company will provide preliminary first-aid services as available at well site free of charge to Contractor's personnel.
- 5.4 Bidder shall furnish the list of equipment proposed to be deployed with type, year of manufacture and make with supporting documents along with their offer.
- 6.0 **LABOUR:** The recruitment of the labour shall be met from the areas of operation and wages will be according to the rates prevalent at the time which can be obtained from the District Authorities of the area. The facilities to be given to the labourers should conform to the provisions of labour laws as per Contract Labour (Regulation & Abolition) Act, 1970.
- 6.1 **SAFETY:** Contractor shall follow all safety norms as prevalent in the petroleum industry globally and also observe such 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 safe handling of chemicals at all times.
- 6.2 Contractor shall provide the Personal Protective Equipment (PPE) to their personnel and ensure strict use.
- 6.3 Safety and security of Contractor's resources including equipment, materials & stores will be the sole responsibility of the Contractor. Company will not handle/operate any of Contractor's equipment and materials at site with or without permission, unless it is considered otherwise necessary to safeguard life/property.
- 6.4 **PROTECTION OF ENVIRONMENT:** In performance of the Contract, the Contractor shall carry out the services with due regard to concerns with respect to protection of the environment and conservation of natural resources and shall in particular comply with the requirements of applicable laws and the reasonable requirements of the Government from time to time.
- 7.0 **CONFIDENTIALITY OF INFORMATION:** All information obtained by Contractor in the conduct of operations and the information/maps provided by the Company 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 termination of the Contract.
- 8.0 **OBLIGATION OF THE CONTRACTOR:**
- 8.1 Contractor at their cost shall arrange clearance of all their equipment, spare parts, consumable, etc. from customs and port authorities in India. Company will provide all reasonable assistance but the responsibility for clearance will rest with the Contractor. Any demurrage in this process will be at Contractor's cost.

- 8.2 For clearance of imported items on concessional/nil rate of customs duty as prevailing now, Company will issue recommendatory letters for Contractor to obtain Essentiality Certificates (EC) from the DGH (India), provided proper commercial invoice(s) & request letter is received by Company in 15 days (min.) advance. Delay in submission of such documents or submission of improper/ inadequate documents to Company in this regard will be at sole risk and liability of Contractor.
- 8.3 Contractor shall arrange for inland transportation of all equipment, related spares & consumables from the port/yard to the place of work and back at the end of the work at their own expense. Contractor shall carry sufficient stocks of these items for uninterrupted operation throughout the contractual period.
- 8.4 Contractor shall keep their equipment in good working order all throughout.
- 8.5 In case the Contractor imports the equipment/consumables etc. on re-export basis, the Contractor shall ensure for re-export of the equipment and all consumables and spares (except those consumed during the Contract period) and complete all documentation required. Company will issue necessary certificates etc. as required.
- 8.6 Any other works required for efficient and successful execution of work shall be carried out by the Contractor except those enumerated under the obligations of the Company defined below.
- 8.7 The Contractor shall furnish the list with Bio-data of key personnel proposed to be deployed prior to the commencement of work. The bio-data shall include the name, nationality, qualification, experience and passport details of the person.
- 8.8 The Contractor's personnel must be sound enough to provide the above services in international standard, failing which Company reserves the right to ask for removal of any Contractor's Personnel with reasonable notice.
- 8.9 Contractor shall comply with Indian Laws and regulations of Government of India but not limited to laws in respect of inland travel, use of wireless sets, maps and charts, entry regulations, security restrictions, foreign exchange, work permits, import of equipment, employment of Indian nationals etc. Any other work required for the efficient and successful execution of work shall be carried out by the Contractor except those enumerated under the obligation of the Company defined in para 6.0 below.
- 9.0 **OBLIGATIONS OF COMPANY:**
- 9.1 Company shall be responsible for Petroleum Exploration License/Petroleum Mining Lease (PEL/PML) and consent to operate from appropriate authorities for carrying out the drilling operation. Administrative help will be provided by Company towards obtaining permits for the expatriates required for the operations. However, the Contractor shall make available the required details of the expatriates, for their permits, well in time.
- 9.2 Company shall organize all possible help from local Government/Administration to Contractor's personnel and equipment in case of natural disasters, civil disturbances and epidemics.

#### **10.0 COMPANY'S REQUISITES**

- 10.1 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.
- 10.2 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.
- 10.3 Company reserves the right to reject any person on such list, and any subsequent changes to the list.

#### **11.0 FOOD, ACCOMMODATION, TRANSPORTATION AND MEDICAL FACILITY AT BASE AND AT WELLSITE:**

- 11.1 Contractor shall provide food & services for their own personnel & its sub-contractor's personnel.
- 11.2 Contractor will arrange transportation of their personnel & equipment to and from well site to their base office at their own cost.
- 12.0 **Medical Facilities:** The Contractor shall arrange for medical facilities for their personnel. However, OIL may provide services of OIL Hospital as far as possible in emergency case on payment basis.

#### **13.0 AREA OF OPERATION**

The Company reserves the right to deploy the contractor for services in its oilfields in Assam and Arunachal Pradesh.

#### **14.0 Wellsite and Base Lab Activities:**

- Drilling activity being a round the clock activity, service provider will have to carry out required operations/ activities on 24 (twenty four) hours basis after mobilisation/remobilisation.
- **The studies at the base laboratory in India or abroad would continue till submission of detailed technical reports to the satisfaction of OIL, irrespective of whether the site unit is interimly demobilized or not.**
- The service provider will establish a mobile laboratory unit at the well site within the mobilization period as per the terms of the contract. This mobile laboratory unit should be self-sufficient for meeting the requirements of the proposed onsite operations and studies with water baths, (or any other arrangement necessary for maintaining the canister temperature at the desired level), desorbed gas measurement unit and core sample weight measurements etc. Power supply and crane for lifting will be provided by OIL.
- While OIL will provide separate space for storing the core samples and for carrying out the core preservation operations, the mobile laboratory unit of the service provider should be able to cater the requirements for canister gas measurements and for storing the water baths, weighing scale and all other accessories.
- Core cutter, equipment for waxing and preservation of whole cores, desorption canisters with all required accessories, packing materials, storing boxes and all other related items will be made available at well site by the service provider well in advance.

- All materials like desorption canisters, PC/laptop, printers, cutters, rubber end caps, consumables, stores items, spares, labels, markers etc. to be available, as per requirement. Availability of spares, maintenance of the tools, equipments and machineries are the sole responsibility of the service provider.
- Service provider to ensure that the technical crew deputed at the well site is experienced and at least one of the technical persons in each shift has minimum 03 (three) years of prior experience in independently handling and supervising all activities as per standard norms.
- Service provider to arrange for periodic transportation of cores, desorption canisters and other materials to base laboratory as well as OIL's core storage for preservation and initiation of other studies. Standard norms to be followed for packing/ transportation/ storing of all cores and plugs.
- Daily report to be submitted for all studies and activities being performed at well site, field lithology reports, sample catalogues, photographs etc. to be submitted with full details, calculations, interpretation etc.
- For tests and activities being performed at the base and specialized labs (viz., spectral gamma ray, CT scanning, core photography, desorption studies, residual gas, generation of adsorption isotherms, petrophysical studies (SRP studies), XRD and XRF studies, tri-axial compressive strength tests, acoustic velocity tests, proppant embedment test, compressive strength test for fracture design and well bore stability etc.), weekly reports to be submitted with details of data and progress. Service provider to ensure submission of final reports at the earliest in a time bound manner.
- Some of the preserved whole core samples/ slabbed cores/ plugs may have to be sent to other laboratories in India or abroad, for specialized studies. The entire process of proper labeling, packing and sending with full details would be done by the service provider. In such cases services of only reputed couriers is to be used.
- OIL personnel may visit the laboratory, from time to time, for discussions, to oversee the progress of the analytical work and data generation.
- All the data, analysis, correlation and interpretation results would be kept strictly confidential. The details would not be quoted anywhere without the written permission of OIL.
- Number of samples, as mentioned above, are estimated quantities only and may vary depending on the actual core recovery and several other factors.
- For desorption studies, payment would be made for the actual number of samples for which all the gas content studies are successfully completed and GIP evaluated. For all others activities and studies, payment would be made only for actual number of samples successfully analysed/ handled/ preserved/ studied, as per the technical requirements.
- If due to quality aspect or any other reason, any of the studies or analytical procedure is repeated, it would be considered as a single study/ analysis and payment would be made accordingly.
- After completion of studies, as per scope of work, all cores, pucks, plugs etc. should be transported to any of the OIL premises/core-storage, as per instructions of OIL. These core samples should be properly labeled, packed, put in suitable boxes and transported in a safe manner so that the cores and samples are not damaged during transportation.

#### **15.0 Inter Location Movement (ILM):**

- Inter Locational Movement (movement of Contractor's equipment/materials from one location to another) shall be the sole responsibility of Contractor. However, Company will provide requisite transport (Truck/Trailer and Crane

services) free of cost, but the shifting will be under supervision of Contractor's authorised representative only. No charges shall be payable by Company for such Inter-location movement.

#### **16.0 Break Down of Equipment:**

- During operation if Contractor's equipment fails to work, then no charges shall be payable until the faulty equipment is rectified/replaced and certified by OIL or evidenced by demonstration of operation in actual test or use where the failure took place.

#### **17.0 Bidder's employee(s)**

- OIL shall have the right to request Bidder in writing to replace any employee(s) whose presence is considered by the OIL to be detrimental to its interests. Bidder shall replace such employee(s) within the maximum period of fifteen (15) days. The decision of OIL shall be final in this regard and the OIL shall make no payment to the Bidder for such replacement. However, if the Employees is not replaced within 15 days from the time of notice, no payment shall be payable for the period beyond fifteen (15) days up to the time the employee is replaced.
- The Bidder's coordinator should have good knowledge of the equipment and services being offered and should be available whenever required by OIL for better coordination. The Bidder should nominate their coordinator before commencement of the contract and subsequent change if any would be allowed only with the consent of Shale Gas Team of OIL, or General Manager (Exploration)/Executive Director (Basin). A written request would be required for the same.

#### **18.0 Payments:**

No advance payment shall be made to the Contractor. OIL shall make payment at the end of each calendar month within 30 working days of receipt of the clear (undisputed) invoice/ claim of jobs complete during the month. Charges for Initial Mobilisation/Interim demobilisation & Interim remobilization and Final demobilisation shall be paid by Company against separate invoices at the end of each such activity. No interest shall be payable by OIL on any delayed payment/disputed claim. Payment for the laboratory studies / sample analysis would be made on the basis of actual number of samples on which the studies have been carried out.

#### **19.0 Responsibility of Bidder at Bidder's Cost:**

- To and Fro Transport for the Bidder's personnel and belongings required under this Contract upto the Drillsite/Rig.
- Office accommodation and facilities as required by Bidder for his use.
- Insurance, Workmen's Compensation and social security schemes for its crew to cover statutory liabilities, as per laws of India.
- Insurance of Bidder's equipment/material during mob/demob and throughout the contract period.
- Transportation of core samples from well site to their base lab and returning the same to OIL alongwith study reports thereof.
- Initial mobilisation, inter-location movement, interim mobilisation & remobilization and final demobilisation of all equipment and manpower of Contractor as per provisions herein.

**20.0 Liability of Surface Pollution:**

Bidder shall assume all liabilities of surface pollution to the extent caused by bidder and resulting from spillage or dumping of solvents/Petrochemical substances or pollutants which the bidder brings to the work-site for use in connection with the work or services performed under the contract but not to any other extent.

**END OF SCC**

**Part-3**  
**SECTION - IV**  
**SCHEDULE OF RATES / PAYMENT**

The bidder shall quote the following rates in their price bid as per the format (PROFORMA-B) attached herein. The payment shall be made for the actual work done and all "DAY RATE" charges shall be payable upto the nearest full hour on pro-rata basis.

**1. INITIAL MOBILIZATION CHARGES (LUMP SUM) (TOOLS / EQUIPMENT / CONSUMABLES WITH ALL ACCESSORIES)**

- 1.1** The **Initial Mobilization Charges** shall include the expenditure expected to be incurred by the Contractor for mobilising the equipment, tools, consumables & accessories etc. as required to be mobilized at the very first drilling location in **Assam**, India for job execution at site. Same should be on LUMPSUM basis and shall cover all local and foreign costs of the Bidder to mobilize these items to well site in **Assam**, India including all local taxes (including State Entry Tax, if any), port fees, overseas & inland transport, insurance etc., but excluding Customs duty (which will be to Company's account, if applicable) on the items declared in Proforma-A.
- 1.2** Initial Mobilisation Charges shall become payable (Onetime payment) on completion of **Mobilization** at the first drilling location in **Assam**, subject to successful commissioning of Core processing facility at site.
- 1.3** The initial Mobilization Charges for equipment, tools, consumables & accessories to be quoted by the Bidder in the price Bid format (Proforma-B) should not exceed 2.5% (two & half percent) of the total evaluated Contract value. The excess amount shall be paid at the end of the contract.

**2.0 FINAL DEMOBILIZATION CHARGES (LUMP SUM) (TOOLS / EQUIPMENT / CONSUMABLES WITH ALL ACCESSORIES)**

- 2.1** The **Final Demobilization Charges** shall include the expenditure expected to be incurred by the Contractor for demobilising the equipment, tools, consumables & accessories etc. from the very last drilling location in **Assam/Arunachal Pradesh**, India after job execution at site under this contract, including extension, if any. The same should be quoted on LUMPSUM basis and shall cover all the local and foreign costs expected to be incurred by the Contractor in demobilising these items including all fees, duties and taxes in relation thereto, insurance and freight within India or on export/re-export to outside India.
- 2.2** The Contractor shall arrange for and execute final demobilization of their entire package upon receipt of demobilization notice from Company. All charges, whatsoever, shall cease to exist with effect from the day or event as to be advised by Company in the final Demobilization Notice.
- 2.3** Final Demobilization charges shall be paid one time to the Contractor for demobilizing the complete package including Tools/ Equipment/ Spare/ Accessories etc. after successful completion of all contractual obligations.
- 2.4** The **Final Demobilization Charges** for equipment, tools, consumables & accessories should not be quoted less than 2.5% (two & half percent) of the total estimated Contract value. The deficit amount shall be withheld from the first



invoice and the same will be paid at the end of the contract alongwith Demobilization charges.

**3.0 STANDBY AND OPERATING CHARGES FOR EQUIPMENT AND TOOLS (Per 24 Hrs. a Day)**

- 3.1 The Equipment Operating Charges (i.e., Operating charges for equipment/tools) shall be payable on per day of 24 hours basis and on pro-rata for part of a day upto the nearest full hour **only for the period during which core processing are conducted at well site in Assam/Arunachal Pradesh** after the Commencement Date of the Contract.
- 3.2 During Operating period, the tools/equipment are required to be in fully operating condition, save repair and preventive maintenance with prior permission of Company.
- 3.3 The Equipment Operating Charges and Standby Charges shall not be payable if the Contractor withdraws in whole or part of the equipment or any manpower affecting operations.
- 3.4 The Equipment Standby Charges (i.e., Standby charges for equipment/tools) shall be payable on per day of 24 hours basis and on pro-rata for part of a day upto the nearest full hour **only for the period during which core processing are NOT conducted at well site in Assam/Arunachal Pradesh** after the Commencement Date of the Contract.
- 3.5 At any point of time Either Operating charges or Standby charges will be applicable.
- 3.6 Standby charges shall not be payable more than 50% of the Operating charges.
- 3.7 Contractor shall raise invoices at the end of each calendar month for the Core processing services for Operating and Standby charges for equipment & tools etc. Contractor must submit the Performance Report of the equipment certified by Company Representative along with the invoice (s).

**4.0 NO CHARGE PERIOD (NIL RATE PERIOD) (TOOLS / EQUIPMENT / CONSUMABLES WITH ALL ACCESSORIES)**

- 4.1 NIL Rate/No charges shall be payable for equipment, tools, consumables & accessories when non availability of crew, spares or consumables or for any other reason attributable to the Contractor.
- 4.2 If Contractor's tool/ equipment fails to perform, for any reason during the operations, then no charges, whatsoever, shall be payable to Contractor 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 Company.

**5.0 MOBILIZATION CHARGES OF PERSONNEL TO WELLSITE IN ASSAM/ ARUNACHAL PRADESH:**

- 5.1 **Mobilization Charges** for Personnel (4 Nos. of Field Staff) shall be quoted on LUMPSUM basis and shall cover all costs of Contractor including but not

limited to travel expenses, in-transit accommodation charges, personal insurance etc. for Contractor's Personnel (Field Staff) to reach the Company designated site in **Assam/Arunachal Pradesh**, India on receipt of the mobilization/remobilisation notice from Company.

**5.2** Mobilization Charges shall be payable to the Contractor after the completion of Mobilization of Contractor's Personnel as defined in "General Terms & Conditions of Contract".

**5.3** Contractor shall arrange at their cost all formalities in obtaining inner line permit, work permit, immigration clearance for expatriates etc. as applicable.

**6.0 DEMOBILIZATION CHARGES OF PERSONNEL FROM ASSAM/ARUNACHAL PRADESH (WELL SITE):**

**6.1 Demobilization Charges** for Personnel (4 Nos. of Field Staff) from well site shall be quoted on LUMPSUM basis and shall cover all costs of Contractor include but not limited to travel expenses, in-transit accommodation charges, personal insurance etc. for Contractor's Personnel to depart from well sites in **Assam/Arunachal Pradesh**, India on receipt of demobilization notice/interim-demobilisation Notice (as the case may be) from Company Representative.

**7.0 OPERATING DAY RATE FOR PERSONNEL (ODRP):**

**7.1** The **ODRP** shall be payable on lumpsum per day of Twenty Four (24) working hours basis for the period of core processing services carried out at Company designated well site (s) in **Assam/Arunachal Pradesh** by Contractor. ODRP will also be payable on pro-rata upto nearest full hour basis for part of a day of onsite core processing services considering 24 working hours a day.

**7.2** Payment of ODRP will be directly linked to operational condition of respective tools/equipment handled by Contractor's Personnel at site as per contractual assignment.

**7.3** The **ODRP** for Contractors personal should include all expenses of the Contractor's field staff at drill site. Well Site Lodging and first-aid facilities as available at Rig site will be extended to Contractor's field staff by Company free of cost during their stay at site.

**7.4** The **ODRP** for Contractor's Personnel ceases to exist with effect from the day the Company serves notice of demobilization/interim-demobilisation to the Contractor.

**7.5** If breakdown of the Contractor's tool/equipment results into haltage of core processing at site, no **ODRP** shall be payable to Contractor's Personnel 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 Company.

**8. STANDBY DAY RATE FOR PERSONNEL (SDRP) (Per 24 Hrs. a day):**

**8.1 SDRP** shall be payable to the Core Analyst & Technician for the period from their arrival time at well site till the actual analysis starts after receipt of the conventional core at the well site. Same will be calculated on pro-rata basis for part of a day upto nearest full hour considering 24 hours a day.

- 8.2 **SDRP** shall be payable to Core Analyst & Technician from the time, the actual Conventional core analysis completed till the Company serves demobilization/ interim-demobilisation notice.

[NOTE: i) At any point of time, **Either ODRP or SDRP** will be payable to Core Analyst & Technician depending upon well operation and their stay at the designated location.

ii) Accommodation & preliminary medical facilities (first-aid) as may be available at drilling location(s) will be provided by the Company to Contractor's field staff free of charge.]

**9. INTERIM-DEMOBILIZATION & RE-MOBILIZATION CHARGES: TOOLS / EQUIPMENT / CONSUMABLES WITH ALL ACCESSORIES**

- 9.1 The bidder is required to quote **Interim-Demobilization & Re-mobilization Charges** on lumpsum basis for their Tools, Equipment etc. as detailed in the Tender and provisioned in the Price Bid Format. The Company (OIL) reserves the right to Demobilize Contractor's Equipment, Tools and personnel temporarily from site when there shall be a need for temporary suspension of Company's core handling & related activities for operational reasons, or any other reason as deemed fit to the Company and against remobilize the same with due notice.

- 9.2 No Charges, whatsoever, shall be payable to the Contractor from the time & date as to be mentioned in the Interim Demobilization notice, if issued by Company, till Remobilization is completed upon Company's advice and duly certified by Company's representative. It will be the sole responsibility of Contractor to decide whether to remove their equipment & tools etc. from site during the aforesaid period or to stack at site. However, Company will not assume any responsibility in this respect.

**10. GENERAL NOTE:**

- 10.1 The contract shall be initially awarded for the requirements of 02 (two) wells, which is estimated to be completed within maximum one year period. However, Company reserves the right to extend the duration of contract to complete another 02 (two) wells at a mutually agreed rates limited to the rates as incorporated in the contract, terms & conditions at the option of Company.
- 10.2 Bidders should indicate name and address of their Indian agent if any and also should specify the percentage of commission if any involved & included in the quoted rates. In case no Indian agent commission is involved then "NIL agency commission" should be shown.

=====XXXXXX=====

**PROFORMA – A:**  
**Core Handling, Analysis and Interpretation Service for Shale Gas/Oil**  
**Exploration in Assam/Arunachal Pradesh**

**LIST OF ITEMS (Equipment, Tools, Accessories, Spares & Consumable)**

TO BE IMPORTED IN CONNECTION WITH EXECUTION  
OF THE CONTRACT

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

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

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

**CORE ANALYSIS SERVICES**

Tender No.: CDG3706P17

Quoted Currency: .....

SI No.	Service Description	Unit of Measurement	Quantity	Unit Rate	Total Amount
	<b>Mobilization and De-Mobilization Charges</b>				
1	Initial Mobilization of field unit & all other equipment at first location.	LUMPSUM	1		
2	Final De-mobilization of Field unit & all other equipment after completion of the well	LUMPSUM	1		
3	Interim Demobilization of Field Core Processing Equipment charges to/from wellsite/contractor's baselab	LUMPSUM	3		
4	Interim Remobilisation of Field Core Processing Equipment charges to/from wellsite/contractors baselab	LUMPSUM	3		
5	Initial Mobilization charges for personnel	LUMPSUM	1		
6	Interim Demobilization for Personnel	LUMPSUM	4		
7	Interim Mobilization for Personnel	LUMPSUM	4		
8	Final De-mobilization charges for personnel	LUMPSUM	1		
	<b>Standby and Operating charges</b>				
9	Core Gas Desorption Equipment Operating Rate at well site	DAYS	50		
10	Core Gas Desorption Equipment Standby Rate at well site	DAYS	37		
11	Operating Day Rate for personnel deployed at well site (4 persons) to be charged on Contractor Base-base basis	DAYS	50		
12	Standby Day Rate for personnel deployed at well site (4 persons)	DAYS	24		

	Other Charges				
13	Core extrusion from Inner Core Barrel (cleaning, orientation and marking) and packaging in Slabbed Core boxes	MTR	300		
14	Canister Desorption Studies at Reservoir/Avg. Mud Temperature (including Field lithology description and photography of Core before placing in cannister)	EACH	101		
15	Composition Analysis of Desorbed Gases inclusive of gas content Gas sampling bags/syringes/I-Tubes	EACH	167		
16	Wax preservation of 1 foot whole core sample (Rental included)	EACH	202		
17	Sample preservation of whole core pieces -with rubber end caps and clamps	MTR	208		
18	Transportation of all Cores from well site to Contractors base lab using Standard Core transportation boxes	LUMPSUM	2		
19	Sample preservation with PVC Pipes and end caps (3.5 to 4 inch OD-Split type wireline core)	MTR	417		
20	Transportation of all Cores from Contractor's base lab to OIL's base for Core storage facility	LUMPSUM	2		
21	Isotube Sampling Manifold charges-Installation, operation and Sample Collection	LUMPSUM	4		
22	Isotubes for Mud Gas collection	EACH	101		
23	Spectral Gamma Ray Logging of Cores	MTR	270		
24	CT Scanning of Cores (02 transverse sections, unless otherwise stated)	MTR	270		
25	Core Slabbing (3/4, 2/3, 1/2, 1/3, 1/4) sections	MTR	239		
26	Core Photography (Both UV light and White light)	MTR	239		
27	Cutting and Preservation of Vertical and Horizontal Core plugs	EACH	418		
28	Cutting and Preservation of Core Pucks	EACH	104		

29	Adsorption Isotherm studies (6-Point 0.0 degree C to 85.0 degree C and pressure less than 5000 psi)- Including sample shipment charges	PER SAMPLE	12		
30	Surcharge for mid-temperature shale Adsorption Isotherm (6-Point 85 degree C to 115 degree C and pressure less than 5000 psi)- Including sample shipment charges	PER SAMPLE	12		
31	Surcharge for high-temperature shale Adsorption Isotherm (6-Point 115 degree C to 150 degree C and pressure greater than 5000 psi)- Including sample shipment charges	PER SAMPLE	2		
32	SRP Analysis Package-A-R Bulk density, A-R water saturation, A-R oil saturation, A-R gas filled porosity, A-R press decay permeability, dry bulk density, dry grain density, dry helium porosity(total porosity)- Including sample shipment charges	EACH	60		
33	XRD Studies-Quantitative analysis of bulk (whole rock) and clay mineralogy. TOC integration, calculated grain density, calculated volume % and kubler index - Including sample shipment charges	EACH	60		
34	XRF Studies-Elemental Analysis (data only for upto 32 elements)- Including sample shipment charges	EACH	60		
35	Tri-axial Compressive Strength test (Tri-axial compressive strength and static Young's modulus and Poisson's ratio at axial strain rate of $5 \times 10^{-6}$ /sec)- Including sample shipment charges	EACH	7		
36	Acoustic Velocity Test (Ultrasonic) { compressional (P) and shear (S) wave velocities at 1 MHz. Dynamic elastic parameters }- Including sample shipment charges	EACH	7		
37	Proppant Embedded test-Including sample shipment charges	EACH	7		

42	Proppant Embedded test, each additional test using the same proppant and concentration- Including sample shipment charges	EACH	2		
43	Compressive strength test for fracture design and wellbore stability- Including sample shipment charges	EACH	2		
44	Petrophysical Log Based Sample Optimisation (Cluster Analysis)	PER WELL	2		
45	Data Integration and Interpretation (Core evaluation report and Log to core calibration and Hydrocarbon-in-Place analysis)	PER WELL	2		
<b>Total Contract Cost for a period of one year including all taxes and duties but excluding Customs Duty and Service tax : (Specify Currency)</b>					

#### **GENERAL NOTES:**

- 1.0 The items referred above are to be read in conjunction with Scope of Work & Schedule of Rates as detailed in this Tender.
- 1.1 Quoted Standby charges for equipment and Personnel shall not be more than 50% of the respective equipment and Personnel Operating charges.
- 1.2 Quoted Mobilization charges shall not exceed 2.5% of the total quoted value in the Price Bid Format. However, Mobilization charges if quoted in excess of 2.5% of total quoted value, the excess amount shall be paid at the end of the contract.
- 1.3 Quoted De - Mobilization charges should not be less than 2.5% of the total quoted value in the Price Bid Format. If De - Mobilization is quoted in deficit or less than 2.5% of total quoted value, the deficit amount shall be withheld from the first invoice and the same will be paid at the end of the contract alongwith Demobilization charges.
- 1.4 Quoted Interim mobilization charges should not exceed 1% of total quoted value in the Price Bid Format.
- 1.5 Quoted Interim De-mobilization charges of each section should not exceed 1% of total quoted value of each respective section in the Price Bid Format.
- 2.0 **The Services for Serial number 19, 35, 36, 37, 38 and 39 will only be utilized if required by the Company. However, the cost towards these will be considered for evaluation of offers.**
- 3.0 The Bid in which the rate for any of the above services/items 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/items.



- 4.0 The bidders are to quote rates as above inclusive of all liabilities, except the Service Tax and customs duty.
- 4.1 Service Tax as applicable will be extra to OIL's account. However, Liability of payment of Service Tax in case of Indian Bidder will rest on the Contractor while in case of foreign bidder not having any office in India, it will be Company's liability to pay the applicable amount to the competent authorities.
- 4.2 Customs Duty on import for execution of this contract will be **NIL**, as the intended activities are planned to be carried out in OIL's eligible area (NELP Block) in Assam/Arunachal Pradesh (India).
- Note:** Bidders offering to bring equipment/stores/materials in to India on re-exportable basis for execution of this contract shall have to re-export the same after completion of the assignment. The bidder will be fully responsible to pay the customs duty including penalty, if any, in case any such item is taken by them to area where customs duty is applicable on merit or not re-exported out in due course.
- 5.0 The number of days and other parameters assumed above are only for the Bid evaluation purpose as assessed by Company. It is, however, to be clearly understood that payment will be made to the Contractor on the basis of actual number of days/parameters for which the equipment and crew are utilised during the currency of the Contract for job execution. Pro-rata calculation of day rates/charges up to (minimum) nearest full hour basis will be considered for payment purpose.
- 6.0 The rates for any other service not specified above but if requisitioned by Company in writing during the currency of contract, shall be charged as per Contractor's standard price schedule as in vogue, subject prior written agreement of such rates by Company.

Name of the authorised signatory : \_\_\_\_\_

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

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

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**BIDFORM**

To  
M/s. Oil India Limited,  
P.O. Duliagan, Assam, India

**Sub: IFB No. CDG3706P17**

*Gentlemen,*

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

We undertake, if our Bid is accepted, to commence the work within (\_\_\_\_\_) days calculated from the date of issue of Letter of Award (LOA).

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

We agree to abide by this Bid for a period of 120 days from the date fixed for Bid closing 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 \_\_\_\_\_ 2017.

**Authorised Person's Signature:** \_\_\_\_\_

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

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

**Seal of the Bidder:**

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

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

Section No.	Clause No. (Page No.)	Non-Compliance	Remarks

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

**Authorised Person's Signature:** \_\_\_\_\_

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

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

**Seal of the Bidder:**

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

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

To:

M/s. OIL INDIA LIMITED,  
CONTRACTS DEPARTMENT,  
DULIAJAN, ASSAM, INDIA, PIN - 786 602.

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

SEALED with the said Bank this \_\_\_\_ day of \_\_\_\_\_ 20-----.

THE CONDITIONS of these obligations are:

1. If the Bidder withdraws their Bid within its original/extended validity; or
2. The Bidder modifies/revises their bid suomoto; or
3. The Bidder does not accept the contract; or
4. The Bidder does not furnish Performance Security Deposit within the stipulated time as per tender/contract; or
5. If it is established that the Bidder has submitted fraudulent documents or has indulged into corrupt and fraudulent practice.

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 any of the 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.

The details of the Issuing Bank and Controlling Bank are as under:

- A. Issuing Bank:  
BANK FAX NO:  
BANK EMAIL ID:  
BANK TELEPHONE NO.:  
IFSC CODE OF THE BANK:
- B. Controlling Office:  
Address of the Controlling Office of the BG issuing Bank:

Name of the Contact Person at the Controlling Office with Mobile No. and e-mail address:

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

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

Witness \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_  
(Signature, Name and Address)

Date: \_\_\_\_\_

Place: \_\_\_\_\_

- \* The Bidder should insert the amount of the guarantee in words and figures.
- \*\* Date of expiry of Bank Guarantee should be as specified in the Tender.

**FORM OF PERFORMANCE BANK GUARANTEE**

To:

M/s. OIL INDIA LIMITED,  
 CONTRACTS DEPARTMENT  
 DULIAJAN, ASSAM, INDIA, PIN - 786 602.

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

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

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

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

This guarantee is valid until the -----day of -----

The details of the Issuing Bank and Controlling Bank are as under:

## A. Issuing Bank:

BANK FAX NO:  
 BANK EMAIL ID:  
 BANK TELEPHONE NO.:  
 IFSC CODE OF THE BANK:

## B. Controlling Office:

Address of the Controlling Office of the BG issuing Bank:  
 Name of the Contact Person at the Controlling Office with Mobile No. and e-mail address:

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

Designation \_\_\_\_\_

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

Address \_\_\_\_\_

Witness \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Date .....

Place \_\_\_\_\_

**AGREEMENT FORM**

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

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

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

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

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

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. In addition to documents herein above, the following Sections and Annexures attached herewith shall be deemed to form and be read and construed as part of this agreement viz.:

- |                 |   |
|-----------------|---|
| (a) Section-I   | indicating the General Conditions of this Contract; |
| (b) Section-II  | indicating the Terms of Reference;                  |
| (c) Section-III | indicating the Special Terms & Condition;           |
| (d) Section-IV  | indicating the Schedule of Rates.                   |

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

4. The Company hereby covenants to pay the Contractor in consideration of the provision of the Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of this Contract at the times and in the manner prescribed by this Contract.

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

Signed, Sealed and Delivered,

For and on behalf of  
Company (Oil India Limited)

for and on behalf of Contractor  
(M/s. \_\_\_\_\_)

Name:

Name:

Status:

Status:

In presence of

In presence of

1.

1.

2.

2.



**PROFORMA LETTER OF AUTHORITY**

TO  
**GM (CONTRACTS)**  
Oil India Ltd.,  
P.O. Duliagan - 786 602  
Assam, India

Sir,

**Sub: OIL's IFB No. CDG3706P17**

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

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

Yours Faithfully,

**Authorised Person's Signature:** \_\_\_\_\_

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

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

**Seal of the Bidder:**

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

**AUTHORISATION FOR ATTENDING BID OPENING**

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

Date: \_\_\_\_\_

Sir,

**Sub : OIL's IFB No. CDG3706P17**

We authorise Mr. /Mrs. \_\_\_\_\_ (Name and address) to be present at the time of opening of the above IFB due on \_\_\_\_\_ at Duliajan on our behalf.

Yours Faithfully,

**Authorised Person's Signature:** \_\_\_\_\_

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

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

**Seal of the Bidder:**

**Note:** This letter of authority shall be on printed letter head of the Bidder and shall be signed by a person who signs the bid.

**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 IFB No. **CDG3706P17**. 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.
3. If the Contractor is a partnership or a consortium, this agreement must be, signed by all partners or consortium members.
4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

**A J SARMAH**

.....  
**For the Principal**

.....  
**For the Bidder/Contractor**

Witness 1: .....

Witness 2: .....

Place. DULIAJAN  
Date 07.02.2017