



Oil India Limited

(A Govt. of India Enterprise) TEL: (91) 374-2800548

P.O. DULIAJAN, DIST. DIBRUGARH, E-mail: contracts@oilindia.in

ASSAM, INDIA, PIN-786 602

Website: www.oil-india.com

FAX:

(91)374-2803549

FORWARDING LETTER

M/s _____

Sub : IFB No. CDG4550P15 for Charter Hire of 3 Nos. Effluent Treatment Plants(ETP) and Management Service for on-shore drilling operation

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 **Charter Hire of 3 Nos. Effluent Treatment Plants(ETP) and Management Service for on-shore drilling operation** for operations in Assam and other North Eastern States. 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.: | CDG4550P15 |
| (ii) | Type of IFB: | Single Stage-2(two) Bid System |
| (iii) | Bid Closing Date & Time: | 30.09.2014 at 11-00 hrs.(IST) |
| (iv) | Bid Opening Date & Time: | 30.09.2014 at 14-00 hrs.(IST) |
| (v) | Priced Bid Opening Date:
& Time | Will be intimated to the eligible
bidders nearer the time |
| (vi) | Bid Submission Mode: | Bid should be uploaded in OIL’s E-
Procurement portal |

- (vii) Bid Opening Place: Office of the Head-Contracts
Oil India Limited
Duliajan – 786602, Assam, India
- (viii) Bid Validity : 180 days from date of Closing of bid
- (ix) Mobilisation Time: Within 5 months from the date of issue of LOA by OIL
- (x) Bid Security Amount: Rs. 10,60,000.00 or US\$ 17,230.00
- (xi) Bid Security Validity: 210 days from date of closing of bid.
- (xii) Amount of Performance: 7.5 % of 1st year contract value.
Guarantee
- (xiii) Validity of Performance Security: Up to 6 months from date of completion of contract
- (xiv) Duration of the Contract: 3(three) years from the date of commencement of contract with a provision of extension of another 1(one) year with the same rates, terms & conditions
- (xv) Quantum of Liquidated Damage: 0.5% of 1st year contract cost
for Default in Timely Mobilisation including mobilization charges for delay per week or part thereof subject to maximum of 7.5%.
- (xvi) Bids to be addressed to: HEAD-CONTRACTS
OIL INDIA LIMITED
DULIAJAN - 786 602
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. Any Bid not accompanied by the Integrity Pact digitally signed by the bidder shall be rejected straightway. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who signs the Bid.

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

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>). Bidders must have a valid User ID to access OIL e-Procurement site for submission of bid. Interested parties shall request OIL in their official letter head giving the detailed address and E-mail letter along

with the cost of bid document as indicated in the NIT for issue of the User ID and password for accessing the E-procurement tender. The User ID shall be intimated to the eligible parties through email on receipt of the requisite cost of the bid document. Parties already in possession of OIL User ID and Password shall be eligible for accessing the tender in E-portal after enabling them by OIL in the E-portal which shall be done after receipt of the requisite cost of the bid document. In case any bidder is eligible for exemption from paying the tender fee, they should request OIL with supporting documents for issue of the User ID & Password on free of charge basis. 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 Mr. A. J. Sarmah, Sr. Manager (ERP-MM) at arupsarmah@oilindia.in, Ph.: 09954486025(M).

5.0 **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., Bid Closing date and marked as "Original Bid Security" and addressed to Head-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 Head-Contract's office at Duliajan on or before 12.45 Hrs(IST) on the 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 Head-Contracts in presence of the authorized representatives of the bidders.

iii) The authenticity of digital signature shall be verified through authorized CA after bid opening. 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 Rejection Criteria mentioned in Part-2 (Refer Clause 1.0 of (B) Commercial.

The screenshot shows the 'Display RfX Response' window. At the top, there are tabs: 'Edit', 'Print Preview', 'Technical RfX Response' (highlighted with a red box and an arrow pointing to a callout), 'Close', 'Withdraw', and 'Verify'. Below the tabs, there is a summary section with fields: 'RfX Response Number' (60006452), 'RfX Number' (TEST2), 'Status' (Submitted), 'RfX Owner' (WIPRO_TEST1), 'Total Value' (0.00 INR), and 'RfX Response Version'. Below this is a horizontal menu with tabs: 'RfX Information', 'Items', 'Notes and Attachments' (highlighted with a red box and an arrow pointing to a callout), 'Conditions', 'Summary', and 'Tendering'. The main content area is divided into sections: 'Basic Data' and 'Questions'. Under 'Event Parameters', there are fields for 'Currency' (Indian Rupee), 'Detailed Price Information' (Price with Conditions), and 'Terms of Payment' (9010 90% against despatch+10% after receipt). At the bottom, there is a section for 'Partners and Delivery Information' with a table that currently contains no data.

Go to this Tab **“Technical RfX Response”** for Uploading **“Technical Bid”**.

Go to this Tab **“Notes and Attachments”** for Uploading **“Priced Bid”** files.

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

▼ Attachments

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

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

Bid on "EDIT" Mode

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 Price 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 save the File.

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

Thanking you,

Yours faithfully,
OIL INDIA LIMITED

(M Ali)
HEAD-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.
 - (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 mobilizations
- (b) Instructions to Bidders, (Part-1)
- (c) Bid Evaluation Criteria/Bid Rejection Criteria, (Part-2)
- (d) General Conditions of Contract, (Section-I)
- (e) Terms of Reference/Technical Specification, (Section-II)
- (f) Special Conditions of Contract, (Section-III)
- (g) Schedule of Rates, (Section-IV)
- (h) Integrity Pact Proforma, (Annexure-A)
- (i) Estimated CIF value of items at the time of import, (Proforma-A)
- (j) Price Schedule Format, (Proforma-B)
- (k) Bid Form, (Proforma-C)
- (l) Statement of Non-Compliance, (Proforma-D)
- (m) Bid Security Form, (Proforma-E)
- (n) Performance Security Form, (Proforma-F)
- (o) Agreement Form, (Proforma-G)
- (p) Proforma of Letter of Authority, (Proforma-H)
- (q) Authorisation for Attending Bid Opening, (Proforma-I)
- (r) Proforma undertaking from Contractor's Personnel, (Proforma-J)

- 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 Response" under the tab "Amendments to Tender Documents". All prospective bidders to whom Company has issued the Bidding Documents shall also be intimated about the amendments through post/courier or by Fax or e-mail. The Company may, at its discretion, extend the deadline for bid submission, if the Bidders are expected to require additional time in which to take the Addendum into account in preparation of their bid or for any other reason. **Bidders shall also check from time to time the E-Tender portal ["Technical RFx Response" under the tab "Amendments to Tender Documents"] for any amendments to the bid documents before submission of their bids.**

B. PREPARATION OF BIDS

- 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-A 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) and receive payment in such currencies on par with foreign bidders. 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 REJECTION CRITERIA (BRC) / 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 11.8.

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 any one of the following forms:

- (a) A Bank Guarantee or irrevocable Letter of Credit in the prescribed format vide **Proforma-E** or in another form acceptable to the Company: Bank Guarantee/LC issued from any of the following Banks only will be accepted:
 - i) Any Nationalised / scheduled Bank in India or
 - ii) Any Indian branch of a Foreign Bank or
 - iii) Any reputed foreign Bank having correspondent Bank in India

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

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

- (b) A Cashier's cheque or Demand Draft drawn on ‘Oil India Limited’ and payable at Duliajan, Assam.

11.3 Any bid not secured in accordance with sub-clause 11.2 above shall be rejected by the Company as non-responsive.

11.4 The bidders shall extend the validity of the Bid Security suitably, if and when specifically advised by OIL, at the bidder’s cost.

11.5 Unsuccessful Bidder's Bid Security will be discharged and/or returned within 30 days after finalization of IFB.

11.6 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.

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

11.8 The Bid Security may be forfeited:

- i) If any bidder withdraws their Bid during the period of bid validity
- ii) If any bidder alters their Bid during the period of bid validity or if the bidder increases the price during the period of bid validity.
- iii) If the bidder does not accept the LOA issued by Company within the validity of the bid
- iv) If the bid is accepted by OIL, and work is awarded but the contractor does not furnish the Performance Security.

11.9 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.

11.10 **The scanned copy of the original Bid Security in the form of either Bank Guarantee or LC or Cashier 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 Head-Contracts, Oil India Ltd., Duliajan-786602(Assam), India in a sealed envelope which must reach Head-Contract’s office on or before 12.45 Hrs (IST) on the Bid Closing date failing which the bid shall be rejected.

12.0 EXEMPTION FROM SUBMISSION OF BID SECURITY:

12.1 Central Govt. offices, Central Public Sector undertakings and firms registered with NSIC /Directorate of Industries are exempted from submitting Bid Security. However the firms registered with NSIC /Directorate of Industries shall have to submit evidence that they have a current and valid registration for the service they intend to bid including the prescribed monetary limit.

13.0 PERIOD OF VALIDITY OF BIDS:

13.1 Bids shall remain **valid for 180** 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 180 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.

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.

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

If any modifications are made to a document after attaching digital signature, the digital signature shall again be attached to such documents before uploading the same. The Power of Attorney in original shall be submitted by bidder as mentioned in Para 15.1 below.

The authenticity of above digital signature shall be verified through authorized CA after bid opening and in case the digital signature is not of “Class-3” with organization name, the bid will be rejected.

Bidder is responsible for ensuring the validity of digital signature and its proper usage by their employees.

- 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 **“HELP DOCUMENTATION”** 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 Response” under “Techno-Commercial Bid” 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 “Techno-Commercial Bid” Tab under General Data in the e-portal. **No price should be given in the “Technical RFx Response”, otherwise bid shall be rejected.** The priced bid should not be submitted in physical form which shall not be considered.

However, the following documents in two sets 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 Head-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 2(two) copies
- ii) Power of Attorney for signing of the bid digitally
- iii) Any other document required to be submitted in original as per bid document requirement.
- iv) Printed catalogue and literature if called for in the bid document.

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

- 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 on-line 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 has been submitted by the bidder. Bidder may however request Head-Contracts, Oil India Ltd., Duliajan for returning their bids/quote before the original bid closing date and time for resubmission. But no such request would be entertained once the submission deadline has reached or bids are opened.
- 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 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 by written notice prior to Bid Closing Date & Time.
- 19.2 The Bidder's modification or withdrawal notice may also be sent by fax/e-mail but followed by a signed confirmation copy, postmarked not later than the deadline for submission of Bids.
- 19.3 No Bid can be modified or withdrawn subsequent to the deadline for submission of Bids.
- 19.4 Once a withdrawal letter is received from any bidder, the offer will be treated as withdrawn and no further claim/correspondences will be entertained in this regard.
- 19.5 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. In case of receipt of only one Bid on the Bid Closing Date and Time, OIL may extend the Bid Closing /Opening Date by 2(two) weeks. However, the bidder

whose bid has been received within the bid closing date and time, will not be allowed to revise their Bid/prices. Withdrawal of such Bid is also not permitted.

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 Bid for which an acceptable notice of withdrawal has been received 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 Company shall prepare, for its own records, minutes of bid opening including the information disclosed to those present in accordance with the sub-clause 21.3.
- 21.6 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.
- 21.7 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.

- 21.8 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.
- 21.9 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 technically qualified Bidders on a specific date in presence of representatives of the qualified bidders. The technically 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 Priced bids of the unsuccessful bidders which remain unopened with OIL, may be returned to the concerned bidders on request only after receipt of Performance Security from the successful bidders after issue of Letter of Award (LOA) by OIL.
- 22.3 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.
- 22.4 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 REJECTION CRITERIA (BRC) / BID EVALUATION CRITERIA (BEC), PART-2** of the Bid Documents.

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 21.7.

- 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 Within 2(two) weeks of receipt of notification of award from the Company, the successful Bidder shall furnish to Company the Performance Security for an amount specified in the 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 Bank Guarantee(BG) or an irrevocable Letter of Credit(L/C) from any of the following Banks :

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

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

- 29.2 The Performance Security specified above must be valid for 3(three) months (covering the warranty period) plus 3 months to lodge claim, if any, 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 fulfill 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 Within 30 days of issue of LOA, the successful Bidder shall sign and date the contract and return it to the Company. Till the contract is signed, the LOA issued to the successful bidder shall remain binding amongst the two parties.

30.3 In the event of failure on the part of the successful Bidder to sign the contract within the period specified above or any other time period specified by Company, 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. Any Bid not accompanied by the Integrity Pact Proforma duly signed by the bidder shall be rejected straightway. 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.

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

- a. Shri N. Gopalaswami, IAS(Retd), Ex-CEC, Phone No. : 91-44-2834-2444(Res), 91-9600144444(Cell) ; E-mail : gopalaswamin@gmail.com
- b. Shri R. C. Agarwal, IPS(Retd), Phone No. : 91-11-22752749(Res), 91-9810787089(Cell) ; E-mail : rcagarwal@rediffmail.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 - I

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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 and conditions given in this bid document. Bids shall be rejected in case the services offered do not conform to required parameters stipulated in the technical specifications. Notwithstanding the general conformity of the bids to the stipulated specifications, the following requirements will have to be particularly met by the Bidders without which the same will be considered as non-responsive and rejected.
- A) **TECHNICAL:** The bidder must meet the following criteria:-
- 1.0 **EFFLUENT TREATMENT PLANT [ETP] :**
- 1.1 The bidder shall be in possession of the ETP offered either owned or leased. In case the bidder is not in possession of the ETP at the time of submission of bid, they may offer ETP for which they have an agreement for lease / buy.
- 1.1.1 **Identification of ETP unit :**
- i) All the bidders are required to confirm the availability of ETP unit at the time of submission of bid with documentary proof of either ownership or agreement with manufacturer, lessor or seller.
- ii) In case owner of the ETP unit himself is the bidder, the certificate confirming availability of the ETP unit for this contract, shall be furnished by owner himself.
- iii) In case of leased ETP unit /proposed purchase of ETP unit, the bidders who do not own the ETP unit at the time of submission of bid, are required to submit along with un-priced bid, i.e. Technical bid, the original Memorandum of Understanding/Agreement of lease/purchase of ETP unit, concluded with the owner of the ETP unit, specially for this tender, with documentary proof of ownership of the ETP unit in the form of registration certificate of the ETP unit. The above MOU/Agreement must be valid through validity of the bid. In case of leased ETP unit, the successful bidder shall be required to keep the MOU/Agreement valid for the period of contract and any extension thereof.
- iv) Bidder would not be allowed to substitute the ETP unit once offered by them in their bid during the period of bid validity. The bidder shall mobilize the ETP unit evaluated to be techno-commercially acceptable by OIL. The documents of the ETP are to be furnished by the bidder within 15 days of issuance of letter of award for the unit to be mobilized.
- 1.2 The power rating requirement of the each ETP unit offered should be 3 phase 415 Volts(+/-10%), 50 Hz and power drawn by ETP should not exceed 45 KW. Bidders are also to note that OIL may use the ETPs in cluster wells where spacing will be 15M in each well for which additional power cable and other requirement will have to be supplied by bidder. Bidders must confirm compliance of the same.

1.3 The ETP unit should be capable of fulfilling Scope of Work and conforming to the technical specification as laid down in the bid document. The bidder must confirm categorically their compliance against all the points mentioned under this tender.

1.4 The ETP units offered against this tender should not have vintage more than 3 years from the bid closing date of the tender.

2.0 **EXPERIENCE**

(a) **TECHNICAL:**

2.1 The bidder shall have experience of providing Effluent Treatment and Management services of similar nature as mentioned in the 'Scope of Work' with the help of bidder's own/ leased ETP unit to E & P companies.

2.2 The bidder shall have experience of providing Effluent Treatment and Management services for minimum 3 years [from the bid closing date of the tender] in On-shore / Off-Shore Drilling Rig to E & P companies. However, those bidders who have already supplied ETP to OIL and are being used satisfactorily in drilling rigs, this experience clause will not be applicable.

2.3 The bidder should submit copies of supporting document (copies of relevant pages of Contracts and Completion Certificate issued by the clients) in support of their experience mentioned in para 2.1 & 2.2 above along with the bid. Also, details of current work in hand and other contractual commitments of the bidder (indicating areas and clients) are to be submitted along with the bid.

(b) **FINANCIAL**

2.4 The bidder shall have an average Annual financial turnover as per Audited Annual Reports for the last three accounting years, should be at least Rs 3.18 Crores or US\$ 5,17,000.00 ending 31.03.2013 and shall be submitted along with the technical bid.

2.5 In case the audited Balance sheet and Profit Loss Account along with the bid are in currencies other than INR or USD, the bidder shall have to convert the figures in equivalent INR or USD considering the prevailing conversion rate on the date on which the audited Balance sheet and Profit and Loss Account is signed.

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

2.6 In case the bidder is an Indian Company/ Indian Joint Venture Company, who meets the experience criteria as per para 2.1 and 2.4 above but do not meet the criterion as per para 2.2, may also bid on the strength of Technical Collaborator/ Joint Venture Partner who meets the criteria laid down in para 2.2 above.

2.7 Indian bidders quoting on the strength of technical collaboration/ joint venture, shall submit a Memorandum of Understanding (MoU)/ Agreement with their technical collaborator/ joint venture partner duly signed before the date of bid submission clearly indicating the roles under the scope of work and the same shall be addressed to OIL and shall remain valid and binding for the contract period under this bid document.

(d) **Bid from Consortium of companies :**

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

- a) The Leader of the consortium should satisfy the minimum experience requirement as per Para 2.1 & 2.4 above. However, any of the consortium members individually shall have to meet the experience criterion mentioned Para 2.2.
- b) Consortium bids shall be submitted with a Memorandum of Understanding between the consortium members duly signed by the authorized Executives of the consortium members clearly defining the role / scope of work of each partner/ member, binding the members jointly and severally to the responsibility for discharging all obligations under the contract and identifying the Leader of Consortium. Unconditional acceptance of full responsibility for executing the 'Scope of Work' of this bid document by the Leader of the Consortium shall be submitted along with the Techno-Commercial bid.
- c) 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.
- d) The Bid Security shall be in the name of the Leader of the consortium on behalf of the 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.

(e) **Bids from 100% subsidiary:**

2.9 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.

3.0 Any party who is extending technical support by way of entering into technical collaboration with another party, shall not be allowed to submit an independent Bid against the tender and such bids shall be rejected straightway. Further, all bids from parties with technical collaboration support from the same Principal will be rejected.

4.0 Offers indicating mobilization time more than 5 months from the date of issuance of LOA will be summarily rejected.

- 5.0 The bidder must confirm to provide the key personnel with requisite experience and qualification as specified in Clause 7.5 (personnel to be deployed) under Section II, Terms of Reference, Plant Manager, Shift Supervisor/ Laboratory Technician should be fluent in English.
- 6.0 The Bidder must confirm to provide complete Effluent Treatment Plant package as specified under Section II of the tender document failing which, the bid will be rejected.
- 7.0 The bidder shall have to comply with the applicable and prevailing provisions of Mines Act 1952, OISD Guidelines, and 10th Conference Recommendations of Safety in Mines. A copy of provisions of 10th Conference Recommendations in the form of General HSE Points is available in the Office which may be issued to successful bidders at the time of need.

8.0 **DOCUMENTS**

- 8.1 Bidders must furnish the following documentary evidences in support of fulfilling all the above requirement:
- (a) ETP unit offered, documents relating to already in possession or propose to own / lease along with technical specifications / details.
 - (b) Vintage of the offered ETP unit.
 - (c) Documents in the form of copies of relevant pages of Contract & Completion Certificate issued by the clients in support of providing Effluent Treatment and Management services for a minimum period of 3 (three) years to E & P Companies ending on 31/03/2014.
 - (d) Experience of bidder in providing Effluent Treatment Plant and Management service. Statement to be furnished by bidder in a tabular form along with copies of contracts / work orders / completion certificates / payment certificates issued by the clients.
 - (e) Financial turnover of bidder, Audited balance sheets / profit and loss accounts etc.
 - (f) MOU or legally acceptable documents in support of tie-up arrangements along with the technical bid.

B. COMMERCIAL – BID SUBMISSION

- 1.0 Bids shall be submitted under single stage two Bid system i.e. Technical Bid and Priced Bid separately in the OIL's e-Tender portal. The Technical Bid is to be uploaded as per Scope of Work & Technical Specification of the tender in **“Technical RFx Response” Tab** and Priced Bid as per Proforma-B uploaded in the **“Notes & Attachments” Tab**. Bids shall be rejected outright if the prices are indicated in the technical bids. Bids not conforming to this two bid system shall be rejected outright.

- 2.0 Bidder shall offer firm prices. Price quoted by the successful bidder must remain firm during the execution of the contract and not subject to variation on any account.
- 3.0 Bids with shorter validity will be rejected as being non-responsive.
- 4.0 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. Bids without the Integrity Pact digitally signed by the bidder shall be rejected straightway.
- 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 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 shall be typed or written in indelible ink and shall be digitally signed by the bidder or his authorised representative.
- 11.0 Any physical documents wherever called for, submitted by bidders shall contain no interlineations, white fluid erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such correction shall be initialled by the person or persons who has/have digitally signed the Bid.
- 12.0 Any Bid containing false statement will be rejected.
- 13.0 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.
- 14.0 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.

15.0 Bidder must accept and comply with the following clauses as given in the Bid Document in toto failing which bid will be rejected –

- i) Performance Guarantee Clause
- ii) Force Majeure Clause
- iii) Tax Liabilities Clause
- iv) Arbitration Clause
 - (iv) Acceptance of Jurisdiction and Applicable Law
 - (v) Liquidated damage and penalty clause
 - (vi) Safety & Labour Law
 - (vii) Termination Clause
 - (viii) Integrity Pact

C. GENERAL

1.0 In case bidder takes exception to any clause of bid 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 reserves the right to ask the bidder for clarification in respect of 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 BRC also and such clarifications fulfilling the BRC clauses in toto must be received on or before the deadline given by the Company, failing which the offer will be summarily rejected.

3.0 If any of the clauses in the BRC contradict with other clauses of the Bid Document elsewhere, then the clauses in the BRC shall prevail.

II. BID EVALUATION CRITERIA (BEC)

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 contract will be signed with successful bidder for 3 years of operation with provision for extension. Depending on the performance of the contractor, the company reserves the right to extend the contract for one year at mutually agreed rates, terms and condition, but with a rate not higher than the originally quoted rate.

Extension beyond 3 years of operations will be agreed only after rates, terms and conditions are mutually agreed upon. However, Bids will be evaluated on total cost for 3 years of operation only.

- 4.0 Bidders shall restrict their quoted rates to the limit indicated against each of the following:
- (a) Payment towards mobilization and demobilization of the ETP unit package together shall not exceed 15% of the total contract price for 3 years.
 - (b) Payment towards Force Majeure day rate shall not exceed 50% of operating day rate.
 - (c) Present rate of customs duty is NIL as ETPs to be deployed in OIL's NIL duty eligible area of operation.

Amounts quoted beyond the above permissible limits shall not be considered by Company for payment.

Note: The Bidder has to re-export the ETP unit after completion of the contract. The bidder will be fully responsible to pay the customs duty in case the ETP unit is taken by the contractor to area where customs duty is applicable. This is applicable in case OIL issues recommendatory letter for availing NIL customs duty for import of goods.

- 5.0 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**.
- 6.0 Evaluation of Price Bids will be as per enclosed **Proforma - B** for arriving at the total estimated cost of the contract. It is however to be clearly understood that number of months / days assumed for various operations in **Proforma - B** are only for evaluation purpose. However payment will be on the actual number of days / months for which the crew and equipment are utilized / engaged during the currency of contract and for calculating hourly / day rates, the monthly rates will be pro-rated.
- 7.0 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**.

Bid will be evaluated as under:

- 1. Total Mobilisation charges, Lump sum, One time only, $TM = M$
- 2. Total Demobilisation charge, Lump sum, One time only, $TD = D$
- 3. Total Operating day rate charge, $TOP = ODR \times 810 \text{ days}$
- 4. Total Rental Day rate charge, $TRR = RDR \times 960 \text{ days}$
- 5. Total Inter-location movement Charges(for move within a distance of 30 Kms), $TILM1 = ILM1 \times 9$

6. Total Inter-location Movement charges on Kilometerage basis for movement in excess of 30 Km, $TILM2 = ILM2 \times 150$

Evaluation for total contract cost will be calculated as under:

TOTAL CONTRACT COST:

$$T = 3 \times \{TM + TD + TOP + TRR + TILM1 + TILM2\}$$

Effective Day Rate = Total contract cost divided by 1095 days.

NOTE: The items M, D, ODR, RDR, ILM1, ILM2 are as defined in Schedule of Rates (Section -IV)

8.0 **Granting of Price Preference to Domestic Bidders (applicable to ICB tenders only)**

Domestic bidders would be entitled to a price preference up to ten percent(10%) over the lowest acceptable (evaluated) Foreign bid subject to value addition. For ensuring value addition and eligibility for price preference, domestic bidders should provide all evidence necessary to prove that they meet the following criteria :

- (a) Be registered within India
- (b) Have majority ownership by Nationals of India
- (c) Not sub-contract more than 80% of the works measured in terms of value, to Foreign contractors.

For meeting the criteria at (c) above, domestic bidders should obtain a certificate in original from practicing Statutory Auditor engaged by them for auditing their annual accounts, which could establish that not more than 80% of the works measured in terms of value has been sub-contracted to Foreign contractors. The original certificate indicating various sub-contracting details in percentage terms as well as in absolute value should be submitted in the priced bid. However, a copy of the Statutory Auditor's certificate indicating various sub-contracting details in percentage terms only and with price details should be submitted in the un-priced bid.

Consortium between domestic(Indian) and foreign firms led by Indian firm shall also be eligible for the price preference provided they fulfill the conditions of price preference given for domestic bidder at (a), (b) & (c) above.

However Consortium between domestic and foreign firms led by foreign firms shall not be eligible for price preference even though their domestic partner satisfies the conditions given for domestic bidder at (a), (b) & (c) above.

It must be noted that above information so furnished, if at any stage found wrong, incorrect or misleading, will attract action as per rules/law.

The bidders are requested to check the latest position on the subject on their own and OIL does not accept any liability whatsoever on this account.

- 9.0 **CUSTOMS DUTY** : The services under this Contract shall be carried out in ML/PEL areas of the Company which have been issued or renewed to Company after 01/04/99 and therefore, Customs Duty on the imported items/equipment/consumables under this Contract presently shall be Nil. Bidders should take note of the same while quoting. No customs duty is therefore considered for evaluation.

END OF PART – 2

&&&&

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) "Contractor's Personnel" means the personnel to be provided by the Contractor to provide services as per the contract.
- (g) "Company's Personnel" means the personnel to be provided by OIL or OIL's Contractor (other than the Contractor executing the Contract). The Company representatives of OIL are also included in the Company's personnel.
- (h) "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.
- (i) "Willful 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.

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

- 2.1 **EFFECTIVE DATE:** The contract shall become effective as of the date Company notifies Contractor in writing (through Letter of Award) that it has been awarded the contract.
- 2.2 **MOBILISATION TIME:** The mobilization of equipment, personnel etc. should be completed by Contractor within **5 months** from the effective date of the contract. Mobilization shall be deemed to be completed when Contractor's equipment and

manpower are placed at the nominated location in readiness to commence Work as envisaged under the Contract duly certified by the Company's authorized representative.

- 2.3 **DATE OF COMMENCEMENT OF CONTRACT:** The date on which the mobilization is completed in all respects is treated as date of commencement of Contract.
- 2.4 **DURATION OF CONTRACT:** The contract shall be initially for a period of 3 (three) years from the commencement date with an option to extend the contract period for another 1(one) year at the discretion of Company at the mutually agreed rates, terms and condition, but with a rate not higher than the originally quoted rate. The terms and conditions shall continue until the completion/ abandonment of the last well being drilled at the time of the end of the Contract. Extension beyond 3 years of operations will be agreed only after rates, terms and conditions are mutually agreed upon.
- 3.0 **GENERAL OBLIGATIONS OF CONTRACTOR:** Contractor shall, in accordance with and subject to the terms and conditions of this Contract:
- 3.1 Perform the work described in the Terms of Reference (Section II) in most economic and cost effective manner.
- 3.2 Except as otherwise provided in the Terms of Reference and the special Conditions of the contract provide all labour as required to perform the work.
- 3.3 Perform all other obligations, work and services which are required by the terms of this contract or which reasonably can be implied from such terms as being necessary for the successful and timely completion of the work.
- 3.4 Contractor shall be deemed to have satisfied himself before submitting his bid as to the correctness and sufficiency of its bid for the services required and of the rates and prices quoted, which rates and prices shall, except insofar as otherwise provided, cover all its obligations under the contract.
- 3.5 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.
- 4.0 **GENERAL OBLIGATIONS OF THE COMPANY:** Company shall, in accordance with and subject to the terms and conditions of this contract:
- 4.1 Pay Contractor in accordance with terms and conditions of the contract.
- 4.2 Allow Contractor and his personnel 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 the contract.
- 5.0 **PERSONNEL TO BE DEPLOYED BY CONTRACTOR**

- 5.1 Contractor warrants that they will provide competent, qualified and sufficiently experienced personnel to perform the work correctly and efficiently and shall ensure that such personnel observe applicable Company and statutory safety requirement. Upon Company's written request, Contractor, entirely at their own expense, shall remove immediately, from assignment to the work, any personnel of the Contractor determined by the Company to be unsuitable and shall promptly replace such personnel with personnel acceptable to the Company without affecting Company's work.
- 5.2 The Contractor shall be solely responsible throughout the period of this contract for providing all requirements of their personnel including but not limited to their transportation to & fro Duliajan/field site, enroute/local boarding, lodging, medical attention etc. Company shall have no liability or responsibility in this regard.
- 5.3 Contractor's key personnel shall be fluent in English language (both writing and speaking).

6.0 **WARRANTY AND REMEDY OF DEFECTS**

- 6.1 Contractor warrants that 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 within 3(three) months after completion of the operations that the Work does not conform to the foregoing warranty, Contractor shall after receipt of notice from Company, promptly perform any and all corrective work required to make the services conform to the Warranty. Such corrective Work shall be performed entirely at Contractor's own expenses. If such corrective Work is not performed within a reasonable time, the Company, at its option may have such remedial Work performed by 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. 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:**
- 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. Other than the information provided by the Contractor, the Contractor shall not be responsible for any inaccurate information provided by the Company to the Tax authorities and the Company shall indemnify the Contractor for all claims, expenses, costs or losses of any nature arising from such inaccuracy. 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.
- 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).
 - 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.
- 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 for the period during which such cause lasts. 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), acts of government of the two parties, which makes performance impossible or impracticable and any other cause, whether of kind herein enumerated or otherwise which are not

within the control of the party to the contract and which renders performance of the contract by the said party impossible.

- 11.2 Upon occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing within Seventy Two (72) hours of the alleged beginning and ending thereof, giving full particulars and satisfactory evidence in support of its claim.
- 11.3 Should 'force majeure' condition as stated above occurs and should the same be notified within seventy two (72) hours after its occurrence the 'force majeure' rate shall apply for the first fifteen days. Parties will have the right to terminate the Contract if such 'force majeure' conditions continue beyond fifteen (15) days with prior written notice. Should either party decide not to terminate the Contract even under such condition, no payment would apply after expiry of fifteen (15) days force majeure period unless otherwise agreed to.
- 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.

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
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Upto Rs. 5 Crore	Sole Arbitrator	OIL
Above Rs. 5 Crore	3 Arbitrators	One Arbitrator by each party and the 3 rd Arbitrator, who shall be the presiding Arbitrator, by the two Arbitrators.

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. The award made in pursuance thereof shall be binding on the parties.

14.0 **NOTICES:**

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

Company

- a) **For contractual matters**

Head (Contracts)
OIL INDIA LIMITED
PO DULIAJAN - 786602
ASSAM, INDIA
Fax No. 91-374-2803549
Email: contracts@oilindia.in

- b) **For technical matters**

General Manager [OD&RS)
OIL INDIA LIMITED
PO Duliajan - 786602,
Assam, India
Fax No. 91-374-2804254
Email: drilling@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 1st year contract value including mobilization cost, per week or part thereof of delay subject to maximum of 7.5%. Liquidated Damages will be reckoned from the date after expiry of the scheduled mobilisation period till the date of commencement of Contract as defined in Clause No. 2.0 of Section - I.

- 17.2 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:** The Contractor has furnished to Company a Bank Guarantee No. _____ dated _____ issued by _____ for _____ (being 7.5 % of estimated Contract Price for 1st year) valid till _____ towards performance security. The performance security shall be payable to Company as compensation for any loss resulting from Contractor's failure to fulfill their obligations under the Contract. In the event of extension of the Contract period, the validity of the bank guarantee shall be suitably extended by the Contractor. The bank guarantee will be discharged by Company not later than 30 days following its expiry.
- 19.0 **ASSOCIATION OF COMPANY'S PERSONNEL:** Company's engineer 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 **PAYMENTS, MANNER OF PAYMENT, RATES OF PAYMENT, SET-OFF:**

24.1 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.

24.2 **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.

24.3 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.

24.4 **Invoices:** Mobilization charges will be invoiced only upon completion of mobilization (after commencing operation at the first well), submission/production of appropriate inventory documents and physical verification by Company representatives. Payment

of mobilization charges shall be made within 30 days following the date of receipt of undisputed invoices by Company.

- 24.5 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.
- 24.6 Billings for daily charges will reflect details of time spent (calculated to the nearest quarter hours) and the rates charged for that time. This should be in the form of monthly time analysis chart(s). Monthly invoices will be raised only after spud-in of the first well.
- 24.7 Invoice for reimbursable charges related to the contract will be accompanied by documents supporting the cost incurred.
- 24.8 Contractor will submit six 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.
- 24.9 Payment of monthly invoices, if undisputed, shall be made within 30 days following the date of receipt of invoice by Company.
- 24.10 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.
- 24.11 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.
- 24.12 Payment of demobilization charges shall be made when applicable within 45 days following receipt of invoice by Company accompanied by the following documents from the Contractor:
- a) 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.

24.13 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.

24.14 **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/Guwahati.

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**: Subsequent to the date of issue of letter of award if there is a change in or enactment of any law or change in application or enforcement or interpretation of existing law by any governmental authority or public body, which results in addition/ reduction in cost to Contractor on account of the operation contemplated under the Contract, the Company/Contractor shall reimburse the Contractor/pay Company for such additional/reduced costs actually incurred/saved by Contractor, subject to the submission of documentary evidence by Contractor/Company.

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 **LIMITATION OF LIABILITY**: Notwithstanding any other provisions herein to the contrary, except only in cases of willful misconduct and / or criminal acts,

- (a) Neither the Contractor nor the Company (OIL) shall be liable to the other, whether in Contract, tort, or otherwise, for any consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs.
- (b) Notwithstanding any other provisions incorporated elsewhere in the contract, the aggregate liability of the Contractor in respect of this contract, whether under Contract, in tort or otherwise, shall not exceed 50% of the Annualized Contract Price, provided however that this limitation shall not apply to the cost of repairing or replacing defective equipment by the Contractor, or to any obligation of the Contractor to indemnify the Company with respect to Intellectual Property Rights.

Company shall indemnify and keep indemnified Contractor harmless from and against any and all claims, costs, losses and liabilities in excess of the aggregate liability amount in terms of clause (b) above.

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

END OF SECTION – I
&&&&

SECTION: II

TERMS OF REFERENCE AND TECHNICAL SPECIFICATIONS

- 1.0 **INTRODUCTION:** This section establishes the scope and schedule for the work to be performed by the Contractor and describes the specifications, instructions, standards and other documents including the specifications for any materials, tools or equipment, which the Contractor shall satisfy or adhere to in the performance of the work.
- 2.0 **DEFINITION OF WORK:** To provide Effluent Treatment and Management service in onshore drilling wells through hire of three (3) Nos. Mobile Effluent Treatment Plant (ETP) each of capacity to handle maximum of 150 cubic meters per day and 50 cubic meters solid effluent input per day along with laboratory facility to test the output for an initial period of 3 years with provision for extension by 1(one) more year at mutually agreed rates, terms and conditions, but with a rate not higher than the originally quoted rates. The mobile Effluent Treatment Plant with associated tools/equipment & accessories and service provided by the Contractor will be utilized by Oil India Limited for treatment and management of the solid and liquid effluent generated in three individual onshore drilling wells either straight or deviated and a cluster of minimum 3 (three) wells in the depth range of 2500 - 5500 meters. Depth of the wells, where operations are to be carried out, may somewhat single or cluster location at the discretion of the Company. The mobile Effluent Treatment Plant and associated tools/equipment and accessories shall be in efficiently operating condition from the day of spud-in to day of declaration for ILM to next location.
- 2.1 **SCOPE OF WORK INCLUDING BUT NOT LIMITED TO THE FOLLOWING ONLY (For Each ETP):**
- a) Collection of solid & liquid effluent from the shale shaker, Desander and Desilter units for 24 hours a day in drilling locations. (Drilling effluent expected characteristics required for treatment enclosed in Annexure - IIA & IIB and desired output after treatment as per SPCB in Annexure - III.)
 - b) Separation and treatment of maximum 150 cubic meter of liquid effluent per day.
 - c) Basic Separation from liquid effluent and collection from Shale Shaker, Desander and Desilter of minimum 50 cubic meters solid effluent input per day including solid cakes come from centrifuge and mechanical separation unit.
 - d) Treatment of the liquid effluent so as the output coming out from ETP (final output) shall conform to the standard of SPCB.
 - e) Re-circulation of the treated liquid effluent for industrial use and rig utility. However, excess treated liquid may be discharged to the outside environment, if any, with due permission from SPCB for which prior permission shall have

to be obtained by the contractor. However, necessary assistance, if required, will be extended by OIL.

- f) Collection and disposal of the solid waste to designated brick walled & HDPE (High Density Poly Ethylene) sheet lined pit constructed in the well plinth.
- g) The treatment process shall be of chemical separation, centrifuge and mechanical separation of liquid
- h) The liquid and solid output from the ETP shall conform to the recent CPCB (Central Pollution Control Board) and SPCB (State Pollution Control Board) norms and follow MoEF (Ministry of Environment & Forest) guidelines published time to time.
- i) Laboratory facility with competent personnel should be provided to test as per Annexure-IV.
- j) Provision should be made by contractor to cover the solid effluent pit to avoid contamination with rain water.
- k) Separation of solid and liquid of the residual dead volume of drilling fluid in mud tanks {water Base Mud} after completion of the well and treatment of the liquid so as to conform to the standard of SPCB and disposal of the separated solid to designated pit. (Higher Chloride concentration in the effluent need not to be treated as higher concentration of chloride ion is rare in our field of operation and OIL may use other chemicals for imparting K ion in the mud system).
- l) Transportation of the unit from one location to the next location, [however the crane service for loading and unloading at well site will be provided by Company].
- m) Collection of oil separated from effluent in the Company supplied empty barrels. However, OIL shall take responsibility to dispose the collected oil in the barrels.
- n) Provisions for pumps and pipe lines for recirculation of treated water to storage tank of OIL is to be made by the Contractor.
- o) Flow meters are to be fitted on treated water and raw effluent suction line for monitoring quantities. Minimum one number of additional flow meter should be made available with the plant.

2.2 **GUIDELINES:** The plant shall be in side mining area and shall comply with OMR 1984. DGMS approval shall be required in some specific equipment as per OMR 1984. The liquid and solid output from the ETP shall conform to the recent CPCB (Central Pollution Control Board) and SPCB (State Pollution Control Board) norms and follow MoEF (Ministry of Environment & Forest) guidelines published time to

time. The liquid output coming out from ETP (final output) shall conform to the standard of SPCB.

3.0 AREA OF OPERATION:

3.1 The area of operation as planned is in Assam and North Eastern states of India.

3.2 The following information is for general guidelines to the bidders. Company is not responsible for any deviation of figures being spelt out or met with for reason beyond their control.

- a) Maximum width of the well site approach road = 3.66 m
- b) Turning Radius = 15m (Generally), 12 m (exceptionally)
- c) Maximum allowable unit load inclusive of fare weight for class AA loading = 50 tons
- d) Maximum overhead clearance = 4.25 m
- e) Highest recorded wind velocity in Assam = 80 km/hour
- f) Max. recorded ambient temp = 45 deg. Celsius
- g) Min. recorded ambient temp.= 5 deg. Celsius
- h) Weather Pattern : Frequent rains from May/June to September/ October and Occasional during the remaining period
- i) Nature of top soil : Usually clay/Alluvium/ Unconsolidated
- j) Source of water - Through shallow bore wells. Usually available at well Site. Otherwise from bore well situated at convenient Locations. Depth of bore well 15/50m.
- k) Average annual rainfall : 250 / 300 cm
- l) Humidity - max. 98%
- m) Allowable axle load rating of weakest section of road # 12 Tons
- n) The approximate well plinth area is 8000 - 9000 sq. m.
- o) The content of solid effluent may be sand, shale, clay, coal, silt, mudstone, sandstone and other minerals/
- p) The approximate volume of solid effluent may be up to 80 cubic mtr during drilling of upper section of the hole.

4.0 SCOPE OF SERVICE:

The Contractor shall provide the services of 3 (three) nos. of Mobile Effluent Treatment Plants along with all necessary equipment and personnel as listed and carryout treatment and management of the liquid and solid effluent generated during drilling operation in three individual onshore Rigs suitable for meeting the requirements for drilling in N.E region in line with the guidelines from Ministry of Environment and Forest and also safe disposal of the effluents in the Company designated brick walled and HDPE sheet lined pit in the well site. Apart from this, the Contractor shall also provide spare parts for the entire ETP package, skilled and unskilled personnel with all recommended PPE (Personal Protective Equipment) to operate the ETP unit. The contractor shall keep adequate stock of spare parts at all time for uninterrupted progress of work and make available all items listed in this document ready for use. OIL shall provide suggestion on technical matters on request from contractor. However, the contractor shall be wholly responsible for rendering services as per scope of work.

5.0 **PRESENCE OF CO₂ & H₂ S:** Presence of CO₂ is expected in the wells. The wells are expected to be H₂S free. Accordingly, the equipment/tools etc. to be offered by the Contractor shall be for generally H₂ S free environment.

6.0 **TECHNICAL SPECIFICATION OF THE EFFLUENT TREATMENT PLANT [ETP]:**

The Contractor shall mobilize all necessary equipment and tools for successful and economic completion of the jobs mentioned above. The contract includes supply of ETP package including haulage and transportation and its services. The ETP unit offered shall have the following-

- a) The mobile ETP unit offered should have capacity to handle maximum 150 cubic meter per day.
- b) The mobile ETP unit offered should have capacity to handle of minimum 50 cubic meters solid effluent input per day including solid cakes come from centrifuge and mechanical separation unit.
- c) The output liquid effluent for recirculation after treatment shall conform to the SPCB standard as in Annexure - III.
- d) The treatment process shall be of chemical separation , centrifuge and mechanical separation.
- e) The liquid and solid output from the ETP shall conform to the recent CPCB (Central Pollution Control Board) and SPCB (State Pollution Control Board) norms and follow MoEF (Ministry of Environment & Forest) guidelines.
- f) The ETP service should have proper system to transfer the accumulated solid effluent.
- g) The ETP service should offer proper layout with maximum capacity for separation of liquid & solid effluent.
- h) The power requirement of the ETP unit shall be limited to 415 (+/-10%) Volts, 50Hz.
- i) All the electric components & accessories should have necessary approval from DGMS for use in hazardous area.
- j) The unit shall be in full operating condition from the spud in date to the date of issue of ILM of the designated Rig.
- k) The mobile ETP unit offered shall be brand new or of a vintage of 3 years (maximum).

7.0 **OTHERS**

7.1. **DESIGN & ACTIVITIES:**

- a. The contractor shall forward the necessary details indicating the activities of the each component of the offered ETP for company's approval.
- b. The Contractor shall submit the plant layout along with operating manual of the offered ETP for Company's approval.
- c. The Contractor shall forward the list of consumables required.
- d. The Contractor shall indicate the best time schedule for on-site erection and commissioning of the unit.

7.2. ERECTION & COMMISSIONING:

- a. The mobile Effluent Treatment Plant unit with laboratory shall be erected and ready for operation before spud-in of the well.
- b. The execution, erection, pre-commissioning, commissioning and P.G test shall be finalized as per time schedule for liquid effluent.
- c. OIL shall provide fresh water supply requirement of ETP initially for commissioning with 2 nos. of source water tube wells having depth of approx. 60 ft. (Head - 30 m) & discharge @ 10-15 m³/hr max. Later on, water requirement for ETP shall be recycled by the Contractor.

7.3. OPERATION & MAINTENANCE:

- a. The operation and maintenance of the ETP unit and accessories shall be Contractor's responsibility.
- b. Sufficient nos of spares shall be kept available by the Contractor for un-hindered operation of the unit.

7.4. CLOSURE OF SITE & INTER LOCATION MOVEMENT (ILM):

- a. The Contractor shall be responsible for collection and disposal of the solid effluent to the designated brick walled & HDPE lined pit/ chamber in the well plinth constructed by Company.
- b. The Contractor shall ensure that the entire liquid effluent is treated as per standard norms and within the prescribed limit of ASPCB/ CPCB before closing the site. Solid waste shall be washed & dumped to the designated pit constructed by OIL.
- c. The Contractor shall ensure the above [a] & [b] before the preferably declaration of ILM of the Drilling Rig and shall be ready for transporting the ETP unit to the next location.

7.5. PERSONNEL TO BE DEPLOYED:

- a. Contractor will have to deploy adequate manpower to carry out the required operations. The deployment pattern will be as per the contractor's discretion for all the required services as indicated in the scope of work except for the deployment pattern has to be as per the following norm with the indicated key personnel per ETP plant-

Sl. No. Key Personnel Number on location per shift Working Hours

- 1. Plant manager - 1 no. General shift & On call 24 Hrs
- 2. Shift Supervisor/Laboratory Technician- 1 no in shift
- b. The Plant manager should satisfy the following qualifying criteria:
 - I) Should be of sound health and have work experience of minimum 3 years in any E & P Company / treatment plant .
 - II) Shall have degree of Bachelor of Science from Govt. recognized University.
 - III) Shall be conversant to all the DGMS, OISD & MoEF guidelines and submit return at specified intervals.
- c. The Supervisor/ Laboratory Technician should satisfy the following qualifying criteria:
 - I) Should be of sound health and have work experience of minimum 3 years in any E & P Company / treatment plant .
 - II) Shall have educational qualification of 12+ from recognized University/ Board.
- d. Contractor will have to deploy (on call basis) Electrician having valid Electrical Supervisory Certificate of Competency for executing electrical jobs like connection / disconnection, testing, operation and maintenance of electrical equipment of ETP (Refer to OMR-1984, Regulation 81 & CEA Regulation 2010, Regulation 3 & 4.

8.0. **TRANSPORTATION:**

- a. OIL's Responsibility:
 - I) Requirements of crane(s), during installation/dismantling & inter-location movements are to be provided by the Company. Any additional requirement of crane(s) for any specific purpose at site during well operation shall also be provided by the Company.
- b. Contractors Responsibility:

- I. Transportation of contractor's personnel & their material including consumables and spares from camp site/ base to drill site and between drilling sites shall be the responsibility of the contractor. All vehicles deployed for this purpose should be in prime condition.

9.0. ELECTRICITY:

- a. OIL's Responsibility: Supply of electrical power requirement for the entire ETP Unit and area lighting .
- b. Contractor's Responsibility: All the electrical equipment such as motors, light fittings, push button stations, plug & sockets, junction boxes, motor starters etc. of the ETP unit offered by the Contractor to be used in hazardous area should be certified for the flameproof-ness by CMRS or equivalent authority and must be approved by DGMS for use in the drilling rig. In case of Indian origin, details of CMRS certificate and DGMS approval should be engraved on the name plates of such equipment.

10.0 CIVIL ENGINEERING WORKS:

- a. All Civil Engineering jobs associated with preparation of approach road, base preparation for ETP unit of Approx. 17 m x 20 m area, construction of brick walled chambers for Effluent handling as per Company approved layout and diagram, construction of adequate size solid waste dumping pit etc. will be the company's sole responsibility. However, the bidder should submit the following along with their bid in order to assess the quantum of civil engineering works required:
 - I) ETP layout drawing clearly indicating road/ hard standing areas, separation / collection chambers, drains and pits are required.
 - II) Detailed design and working drawing of proposed effluent separation chambers with dimensions and any other equipment requiring cement/concrete foundation.
- b. The following information is for general guidelines for the bidders:
 - I. Total Approximate plinth areas of a well site: 8000-9000 m².
 - II. Effluent pit volume: 8,00,000 gallons for development well & 10,00,000 gallons for Exploratory well.
 - III. Approx. Size of each of the three effluent pits: 33 m x 25 m x 1.5 m.
 - IV. Plinth Area for ETP within the well site: 17 m x 20 m.
 - V. Solid Waste Pit Size: Depending on depth and nature of well, OIL shall construct the pit with adequate HDPE lining.
 - VI. The Safe Ground Bearing Capacity of the plinth Area is about 8 Ton/m².
 - VII. Entire well site boundary fencing encompassing the ETP within shall be constructed / erected and maintained by the Company.

11.0 FIRE FIGHTING AND SAFETY EQUIPMENT/SERVICES:

- a. Contractor shall observe such safety regulations in accordance with acceptable oilfield practice and applicable Indian Laws. Contractor shall take all measures reasonably necessary to provide safe working conditions and shall exercise due care and caution in preventing fire, explosion etc at all times. Contractor shall participate in such safety drills etc. as conducted by Company at prescribed intervals.
- b. Contractor shall provide all necessary fire fighting and safety equipment as per laid down practice as specified under OISD - STD - 189 and OMR for their ETP only.
- c. Fire protection at ETP unit shall be the responsibility of the Contractor. Necessary action shall be taken and prior arrangements to be made for providing competent persons trained in the field of fire fighting at the rig site.
- d. Documentation and record keeping of all safety practices should be conducted as per international/Indian applicable laws, act, regulations etc, as per standard Oilfield practice and these records should be made available for inspection at any point of time. The H.S.E (Health, Safety and Environment) policy as well as emergency procedure manual should be kept at site. Compliance of these shall be the sole responsibility of the Contractor

END OF SECTION-II
&&&&

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 'Effluent Treatment Plant' means mobile effluent treatment unit for on land drilling rigs complete with pumps, independent electrical switch board with transformer, solid effluent conveyer system, filtration units with testing laboratory facility and other accessories and equipment as listed in the Contract.
- 1.2 "Associated services" means equipment and services, asked for, along with Effluent Treatment Plant unit in this bid document. These include but not limited to sample testing and reporting, removal of solid effluent from borrow pit/ chamber, disposal of the solid effluent to the designated pit etc.
- 1.3 "Operating Area" means those areas in onshore India in which company or its affiliated company may from time to time be entitled to conduct drilling operations.
- 1.4 "Operation Base" means the place or places, onshore, designated as such by company from time to time.
- 1.5 "Site" means the land and other places, on/under/in or through which the works are to be executed by the Contractor.
- 1.6 "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.
- 1.7 "Contractor's items" means the equipment; materials and services, which are to be provided by Contractor or company at the expense of the Contractor which, are listed in section under terms of reference and technical specifications.
- 1.8 "Commencement Date" means the date on which the unit is deployed and put into full operation in the first well.
- 1.9 "Contractor's personnel" means the personnel as mentioned under section terms of reference and technical specification, to be provided by Contractor from time to time to conduct operations hereunder.
- 1.10 "Contractor's representatives" means such persons duly appointed by the contractor thereof at site to act on Contractor's behalf and notified in writing to the company.
- 1.11 "Day" means a calendar day of twenty-four (24) consecutive hours beginning at 06:00 hrs. and ending at 06:00 hrs.

- 1.12 "Approval" as it relates to Company, means written approval.
- 1.13 "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 which is or will be a part of the Company.
- 1.14 "Certificate of Completion" means certificate issued by the Company to the Contractor stating that he has successfully completed the jobs/works assigned to him and submitted all necessary reports as required by the Company.
- 1.15 "Base office" means the office setup of the Contractor at a centrally located area in Duliajan near Industrial area for liaisoning and official communication for carrying out the operations as per the contract.
- 1.16 "Inter-location movement" means transferring of complete Effluent Treatment Plant from present location after rig release till the start of ETP operation at next location.
- 1.17 "Spudding in of the well" means the initiation of drilling of the well and the very first hit on well centre of the new location after alignment and after the rig preparation is complete in all respects subsequent to clearance from safety, audit and the Company representative.
- 1.18 "Drilling Operation": Means all operations as generally understood for drilling Oil/Gas wells, more particularly all the operations required to be carried out pursuant to this contract.

2.0 MOBILIZATION:

- 2.1 The mobilization of the Effluent Treatment Plant Unit and associated services shall commence on the date of receipt of the letter of Intent / awarding the Contract and continue till the complete Effluent Treatment Plant unit is properly positioned at the first drilling location prior to the actually spudding in of the well.
- 2.2 The contractor will advise readiness for commencement of mobilization / shipment to company after the commencement date, at least 3 days before actual mobilization / shipment commences.
- 2.3 Mobilization charges will be payable after the commencement date as certified by the company.
- 2.4 **COMPLETION OF DEMOBILISATION:** Demobilization shall be completed by contractor within 60 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. 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 clearances in India, then Contractor shall be fully liable for payment of the customs duty.

3.0 CONTRACTOR'S PERSONNEL:

- 3.1 Except as otherwise hereinafter provided, the selection, replacement, and Contractor shall determine remuneration of contractor's personnel. Such employees shall be employees solely of Contractor. Contractor shall ensure that its personnel will be competent and efficient. However, the contractor shall provide details of experience, qualification and other relevant data of the personnel to be deployed for scrutiny and clearance by the company before the actual deployment. The contractor shall not deploy its personnel unless cleared by the company.
- 3.2 The Contractor shall nominate one of its personnel as Contractor's representative who shall be in charge of Contractor's personnel and who shall have full authority to resolve all day to day matters, which arise at the site.
- 3.3 The Contractor shall have a base office at Base camp and at Duliajan to be manned by competent personnel, who shall act for the Contractor in all matters relating to Contractor's obligations under the contract.
- 3.4 Contractor's Personnel: Contractor shall provide all manpower for necessary supervision and execution of all work under this contract to company's satisfaction except where otherwise stated. The minimum number of key personnel to be deployed is mentioned in this document.
- 3.5 Replacement of Contractor's Personnel: Contractor will immediately remove and replace any Contractor's personnel, who in the opinion of company, is incompetent, or negligent or of unacceptable behaviour or whose employment is otherwise considered by company to be undesirable.
- 3.6 Contractor shall deploy on regular basis, all category of their employee required for economic and efficient ETP and other related operations.

4.0 FOOD, ACCOMMODATION, TRANSPORTATION AND MEDICAL FACILITY AT WELL SITE

- 4.1 Contractor shall provide standard food & services for all its own & its sub-contractor's personnel.
- 4.2 Transportation of Contractor's personnel will be arranged by Contractor.
- 4.3 Medical Facilities: OIL may provide services of OIL Hospital as far as possible in emergency on payment basis.

5.0 CONTRACTOR'S ITEMS

- 5.1 Contractor shall provide contractor's items and personnel to perform the services under the contract as specified in this document. Contractor shall provide a detailed list of it's equipment and accessories and services to be offered.

- 5.2 Contractor shall be responsible for maintaining at his cost adequate stock levels of contractor's items including spares and replenishing them as necessary.
- 5.3 Contractor shall be responsible for the maintenance and repair of all contractors' items and will provide all spare parts, materials, consumables etc. during the entire period of the contractual period.
- 5.4 Contractor will provide all lubricants for operation of contractor's equipment both at drill-site at contractor's cost. There shall be no escalation in the day rates throughout the duration of the contract including extension, if any, on account of any price increase in fuel / lubricants.
- 5.5 Zero day rate will be applicable for shutdown of Effluent treatment Plant operations on account of inadequate supply of contractor's items, including but not limited to lubricants, personnel etc.
- 5.6 Proper storage of chemicals / consumables and resting place of personnel for ETP operation will be arranged by the Contractor for which reasonable area at the well site will be provided by OIL.
- 5.7 The offered ETP should be in compact unit and all the items of the ETP should be fixed in 2 (two) No Oil field type skid

6.0 **CONDUCTING EFFLUENT TREATMENT & MANAGEMENT OPERATIONS**

- 6.1 The Contractor shall carry out all operations mentioned hereunder with due diligence in a safe and workmanlike manner and in accordance with accepted international oilfield practices.
- 6.2 The Effluent Treatment Plant shall have the solid and liquid effluent handling capacity as specified in the technical specification of the Effluent treatment Plant. The output liquid effluent after treatment to be used through recirculation shall conform to the SPCB standard as in Annexure-III.
- 6.3 The Effluent Treatment Plant Unit and all other equipment and materials to be provided by Contractor shall be in first class working condition.
- 6.4 Completion of Effluent Treatment & Management at assigned drilling location shall occur when the ILM is declared and all the Effluent is treated and disposed as per the scope of work unless otherwise advised by Company.
- 6.5 Upon completion of Effluent Treatment & Management at assigned drilling location, statement stating that the all jobs has been completed in accordance with the terms of this Contract and signed by the representatives of both Contractor and Company, will be made available to Company.

- 6.6 Operation of Effluent Treatment Unit: Contractor shall be solely responsible for the operation of the Effluent Treatment Unit and Effluent Management thereafter including but not limited to supervising Effluent Treatment Plant move operations and positioning and re-installation at next assigned drilling location as required by Company as well as such operations at drilling locations as may be necessary or desirable for the safety of the Effluent Treatment Unit.
- 6.7 Safety: Contractor shall 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 etc, and maintain fire-fighting in sound condition at all times.
- 7.0 **CONTRACTOR'S SPECIAL OBLIGATIONS**
- 7.1 It is expressly understood that contractor is an independent contractor and that neither it nor its employees and its subcontractors are employees or agents of company provided, however, company is authorized to designate its representative or Installation Manager, who shall at all times have access to the Effluent Treatment Unit, related equipment and materials and all records, for the purposes of observing, inspecting and designating the work to be performed hereunder by contractor. The contractor may treat company's representative or Installation Manager at well site as being in charge of all company's and company designated personnel at well site. The company's representative or Installation Manager may, amongst other duties, observe, test, check and control implementation of effluent treatment and testing programmes & reports, equipment and stock of spares, inspect works performed by contractor or examine records kept at well site by contractor.
- 7.2 Compliance with company's Instructions: Contractor shall comply with all instructions of company consistent with the provision of this Contract. Such instructions shall, if contractor request, be confirmed in writing by company's representative.
- 7.3 **TEST RECORDS:** Contractor shall keep an authentic log and history of effluent treatment and management at each assigned well on the daily basis and upon completion or abandonment of each assigned well, deliver to Company, the original history and log, test records, properly signed and all other data and records of every nature, relating to the Effluent Treatment & Management of the assigned well.

Contractor shall also provide the company -

- i) Daily report on effluent management with chemical analysis report of the output samples.
- ii) Daily roster of contractor's personnel.
- iii) Contractor shall maintain inventory of Effluent Treatment Plant's equipment & accessories at site, indicating their respective models, serial numbers, vintage,

specifications etc. The Contractor shall maintain inventory list endorsed by the company representative and any addition & deletion of items will be intimated to company representative.

- iv) All items including consumables imported under "Nil" custom duty shall be recorded in proper format indicating date of receipt, type, consumption, date of replacement etc.
 - v) Contractor shall provide the list of items, equipment, consumables etc. to be re-exported by them after completion of services under this contract along with all relevant documents.
- 7.4 Confidentiality of Information: All information obtained by contractor in the conduct of operations hereunder, including but not limited to, depth, formations penetrated, coring, testing, surveying etc. shall be considered confidential and shall not be divulged by Contractor or its employees to any one other than company's representative. This obligation of contractor shall be in force even after the termination of the Contract.
- 7.5 Contractor shall arrange for inland transportation of all equipment, etc. from the port to the place of work and back at the end of the work at their own expense. Arrangement of Road Permits and payment of Assam Entry Tax for bringing Contractor's equipment / material to Work place shall be Contractor's responsibility.
- 7.6 BASE OFFICE: The Contractor shall establish a Base Office without any additional cost to the company at a centrally located area in Duliajan near Industrial area for smooth monitoring and liaisoning. The location of the base office will be selected, arranged for and prepared by the Contractor.
- 7.7 In case the Contractor imports the equipment 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. The Contractor should arrange for re-export of equipment within 60 days of notice of de-mobilization issued by the Company. If the re-export is not completed within the specified period, customs duty, penalty etc. levied by customs authorities for such delay shall be to Contractor's account and same will be deducted by the Company from Contractor's bills and security deposit.
- 8.0 **COMPANY'S SPECIAL OBLIGATIONS**
- 8.1 Company shall at its cost, provide items and services as per Annexure- I.
- 8.2 Ingress and Egress at location: Company shall provide contractor requisite certificates for obtaining rights of ingress to egress from the locations, where wells are to be drilled, including any certificate required for permits or licenses for the movement of contractor's personnel. Should such permits/ licenses be delayed because of objections of appropriate authorities in respect of specific Contractor's personnel, such personnel should be promptly removed from the list by the Contractor and replaced by

acceptable personnel. For any stoppage of operations for such delays, no day rate will be applicable.

9.0 PAYMENTS, MANNER OF PAYMENT, RATES OF PAYMENT, FORCE MAJEURE ETC.

- 9.1 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. All payments will be made in accordance with the terms hereinafter described.
- 9.2 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.
- 9.3 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 in question.
- 9.4 Invoices: Mobilization charges will be invoiced only upon completion of mobilization (after commencing of operation at the first well), submission / production of appropriate inventory documents, and physical verification by company representative or Installation Manager.
- 9.5 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.
- 9.6 Billings for daily (24 hours operation) charges will reflect details of time spent (calculated to the nearest quarter hours) and the rates charged for that time. This should be in the form of monthly time analysis chart(s). Monthly invoices will be raised only after spud-in of the first well.
- 9.7 Invoice for reimbursable charges related to the contract will be accompanied by documents supporting the cost incurred.
- 9.8 Contractor will submit six 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.
- 9.9 Payment of monthly invoices, if undisputed, shall be made within 30 days following the date of receipt of invoice by Company excepting for the first two (2) monthly invoices where some delay (up to one month) may occur.
- 9.10 Company shall within 20 days of receipt of the invoice notify the contractor of any item under dispute, specifying the reasons thereof, in which event, and 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 9.3 above.

- 9.11 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.
- 9.12 Payments of other invoices as set forth in Clause 9.7 shall be made within 60 days following the date of receipt of the invoices by Company.
- 9.13 Payment of mobilization charges shall be made within 45 days following the date of receipt of undisputed invoices by Company. Mobilization should be complete in all respect before raising invoice.
- 9.14 Payment of demobilization charges shall be made when applicable within 45 days following receipt of invoice by Company accompanied by the following documents from the contractor:
 - a) Proof of re-export of all items (excepting consumables consumed during the contract period) and also cancellation of re-export bond if any.
 - b) Any other documents as required by applicable Indian Laws.

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

- 9.15 Contractor shall maintain complete and correct records of all information on which contractor's invoice are based up to 3 (three) 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.
- 9.16 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).

10.0 **LOSS OR DAMAGE:**

- a) OIL shall be liable for the cost of regaining control of any wild well, blowout, as well as the cost of removal of debris, and indemnify contractor.
- 10.1 Damage or loss of the Effluent Treatment Unit:
- a) The Contractor shall at all times be solely responsible for any damage to or loss or destruction of the Effluent Treatment Unit and its other property

irrespective of how such loss, damage or destruction is caused, and even if caused by the negligence of the Company and/or his servants, agents, nominees, assignees, Contractors and subcontractor, and Contractor shall hold harmless and indemnify the Company from and against any expenses, loss or claim related to or resulting from such loss, damages or destruction.

If the Effluent Treatment Unit is declared to be a total loss and/or construed to be total loss, as determined by the applicable insurance coverage, this contract shall terminate in respect of the ETP unit(s) as of the occurrence of the event causing such loss and each party shall thereupon be released of all further obligations hereunder in respect of that ETP unit(s), except for its payment of monies then due or liabilities to be charged in respect of work already done under this contract in respect of that ETP unit(s).

10.2 LOSS OR DAMAGE OF CONTRACTOR'S EFFLUENT TREATMENT UNIT OR SUBSURFACE EQUIPMENT

- a) Except as otherwise specifically provided in the contract, any damage to or loss, of the Effluent Treatment Unit and/or subsurface tools/equipment regardless of the cause or reason for said loss, shall be the loss of the Contractor, its underwriters or insurers. Contractor indemnifies OIL, its Co-licensees and its and their affiliates Companies, Agents, employees, invitees, servants, their underwriters or insurers (other than Contractor's) and their employees, agent any claim whatsoever or responsibility for any damage to or loss of the Effluent Treatment Unit or any other equipment or property of Contractor or Contractor's sub-contractors furnished or intended for use in the operations herein undertaken.
- b) If the Effluent Treatment Unit or any part thereof or subsurface tools/equipment is lost or damaged beyond repair or becomes an actual or constructive compromised, arranged loss or is otherwise abandoned, the Contractor shall, if required by OIL or by the laws, regulation or order of Governmental Authorities or Agency remove the Effluent Treatment Unit from operating areas to the satisfaction of the OIL. If the contractor unreasonably delays in removing the Effluent Treatment Unit or any part thereof, the OIL may remove it and the contractor shall indemnify and reimburse OIL for all cost and expenses incurred by OIL in connection therewith. Any expense incurred by OIL in connection with or for locating the area/price of such loss/damage and/or ascertain whether such loss/ damage has resulted in any pollution or not, shall also be reimbursed by the Contractor to OIL.

10.3 OIL'S EQUIPMENT: Contractor shall assume the risk of and shall be solely responsible for, damage to and loss or destruction of materials and equipment or supplies furnished by OIL. In case there is a loss or damage to OIL's equipment for causes attributable to contractor, the contractor shall compensate OIL.

10.4 Pollution and contamination: Notwithstanding anything to the contrary contained herein, it is agreed that the responsibility and liability for pollution or contamination shall be as follows :

- a) Contractor shall assume all responsibility and liability for cleaning up and removal of pollution or contamination which originates above the surface from spills of fuels, lubricants, motor oils, pipe dope, paints, solvents and garbage wholly in Contractor's possession and control and/or directly associated with Contractor's equipment and facilities, caused, and that originating from normal water base drilling fluid and drill cuttings.
- b) In the event a third party commits an act of omission which results in pollution or contamination for which either the contractor or company, by whom such party is performing work is held to be legally liable, the responsibility shall be considered as between Contractor and company, regardless of the party for whom the job was performed and bidders liability will be limited to effluent collection point only.
- c) Contractor shall assume all responsibility and liability for erection/ installation and efficient operation of the mobile Effluent Treatment Plant, dismantling prior to ILM for next location and maintaining the sample analysis report for both solid and liquid output conforming to standard of SPCB.
- d) In the event effluent / waste pit provided by the company, getting filled up in the normal course which can be prevented by contractor, the same shall be emptied completely or partially by the contractor using disposal pumps, to avoid overflow in the neighbouring areas or alternatively the company will provide additional pits at its cost. In case pits so constructed have seepage from the walls of the pit or bund of the pit, company will take remedial action to prevent the same at its cost.

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

12.0 **CUSTOMS DUTY**

12.1 Company shall use the Drilling units with the Services under the Contract in the PEL/ML areas renewed / issued to Company after 1.4.1999 and therefore, in terms of Notification No. 21 dated 01.03.2002, goods specified in List-12 imported in connection with petroleum operations under this Contract would attract zero customs duty. Company will issue Recommendatory Letter to Directorate General of Hydrocarbons(DGH), Ministry of Petroleum & Natural Gas, as per Government guidelines for issuance of Essentiality Certificate (EC) from Directorate General of Hydrocarbons, to enable the Contractor to import goods at concessional (Nil) customs duty so as to provide the services under this Contract provided these goods are specified in the List-12 of the aforesaid Notification.

12.2 Bidder should provide the list of items to be imported by them under the Contract in the format specified in Proforma-A along with their bid for issuance of

Recommendatory Letter to DGH. Contractor shall make written request to Company immediately after shipment of the goods indicated by them in Proforma-A, along with the Invoices and all shipping documents (with clear 15 working days notice) requesting Company for issuance of the Recommendatory Letter. OIL shall issue the Recommendatory Letter provided all the documents submitted by the Contractor are found in order as per contract. It shall be however, Contractor's responsibility to obtain EC from DGH and clear the goods through customs. OIL shall not be liable in whatsoever manner for the rejection of their claims for zero customs duty by any of the authorities including DGH. Contractor shall indemnify OIL from all liabilities of Customs Duty.

- 12.3 All imports and import clearances under the contract shall be done by the contractor and OIL shall not provide any assistance in this regard.
- 12.4 However, 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 be liable for payment of the customs duties leviable in India on Contractor's items as provided in Proforma-A or the actuals whichever is less, provided Contractor furnishes all necessary documents indicating the estimated customs duty at least 10 days in advance. Such payment of Customs Duty shall be arranged by Company and made available to the representatives of Contractor at Kolkata within 3 working days after Contractor submits the undisputed and clear necessary documents / duty assessment papers at Company's office at Kolkata. Contractor would be responsible for passing such payment to customs authorities at the port of entry. Company's obligation for Customs Duty payment shall be limited / restricted to the tariff rates as assessed by the Customs on the day of clearance, or as on the last day of the stipulated mobilisation period. In case of clearance thereafter, on the CIF value of items in Proforma-A will be frozen and any increase in Customs Duty on account of increase in value on these will be to the Contractor's account. 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. Before filing Bill of lading, Bill of entry, the Contractor must consult the Company to avoid payment of excess Customs Duty.
- 12.4.1 Contractor shall, however, arrange clearance of such items from Customs and port authorities in India 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.
- 12.5 Contractor must ensure that the spares and consumables imported by them for providing the services under Contract are properly used in executing their job under the Contract in the PEL/ML areas of Company for which EC has been obtained. Contractor shall furnish to Company a certificate as and when the spares and consumables are used/consumed certifying that the spares and the consumables imported by them have been consumed in those ML and PEL areas under the contract for which ECs were obtained by them. In order to avoid any misuse of the spares and consumables imported by the Contractor for providing the services under the

Contract, Contractor shall furnish an Undertaking similar to that being furnished by Company to Customs of suitable amount before issue of the Recommendatory Letter.

- 13.0 **DEMOBILISATION & RE-EXPORT:** The Contractor shall arrange for and execute demobilization of the entire ETP package, Tools/ Equipment / Spare/ Accessories/Manpower etc. upon receipt of notice for demobilization from Company. Demobilisation shall mean completion / termination of the contract and shall include dismantling of the complete ETP package, its accessories/equipment, including the manpower and re-export of the complete ETP package (if re-exportable), its accessories/equipment, unutilized spares and consumables at the cost of the contractor. Demobilization shall be completed by Contractor within 60 days of issue of demobilization notice by Company. Immediately after re-exporting the ETP package, 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 the complete ETP package, 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.
- 13.1 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.
- 13.2 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.
- 13.3 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 Rig 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.

- 14.0 **CONFIDENTIALLY:** Contractor agrees to be bound by professional secrecy and undertake to keep confidential any information obtained during the conduct of drilling operations, including, but not limited to, formations penetrated, results of coring, testing and surveying of the well. And to take all-reasonable steps to ensure the contractor's personnel likewise keep such information confidential.
- 14.1 This obligation shall keep in force even after the termination date and until such information will be disclosed by company.
- 14.2 Contractor shall handover to company all company's documents or drafts concerning operations carried out and which are still in its possession before transferring the Unit to another sphere.
- 14.3 Contractor shall forbid access to the Effluent Treatment Unit to any people not involved in operations or not authorized by the company to have access to the Effluent Treatment Unit, however, this provision is not applicable to any Government and/or police representative on duty.
- 15.0 **RIGHTS AND PRIVILEGES OF COMPANY:** Company shall be entitled:
- 15.1 To check the Effluent Treatment Unit and Contractor's items before the commencement Date. If they are not found in good order or do not meet specifications as per Section II or in case of non-availability of some of the Contractor's items listed therein, the contractor may not be allowed for commencement until the contractor has remedied such default.
- 15.2 To change the drilling locations, programme, mud programme, well depths to complete or abandon any well at any time.
- 15.3 To approve the choice of sub-contractors for any essential third party contract, concerning materials, equipment, personnel and services to be rendered by contractor. Sub-contract may be entered into by contractor only after Company's approval.
- 15.4 To check, at all times, contractor's stock level, to inspect contractor's equipment and request for renovation or replacement thereof, if found in unsatisfactory condition or not conforming to regulations or specifications.
- 15.5 To order suspension of operations while and whenever:
- a) Contractor's personnel is deemed by company to be not satisfactory, or
 - b) Contractor's equipment does not conform to regulations or to the specifications laid down in the Contract.
 - c) Contractor's equipment and practices turns into a danger to personnel on or around the rig or to the well, or
 - d) Contractor's insurance in connection with the operations hereunder is found by company not to conform with the requirements set forth in the contract.
 - e) Contractor fails to meet any of the provisions in the contract.
 - f) Any shortage in key/additional (compulsory) personnel and inadequacy of other personnel.

- 15.6 To reduce the rates reasonably, at which payments shall be made if the contractor is allowed to continue the operation despite having certain deficiency in meeting the requirements as per provision in the contract.
- 16.0 **EMERGENCY**
- 16.1 Without prejudice to clause 10.2 hereof company shall be entitled in emergency (the existence of which shall be determined by company) at its own discretion, to take over the operations of the ETP, direct contractor's personnel in the event that company's interest will demand so. In such case, company will notify contractor of its action and within three (3) days confirm such notice in writing, setting forth the reasons for its action.
- 16.2 In such event, company shall pay contractor in accordance with the terms of the contract as if contractor was carrying out the operations.
- 16.3 All operations so conducted shall remain at the risk of contractor to the extent contractor is covered by insurance. When the well has been completed or when the conduct of the operations has been returned to the contractor, the equipment shall again be put at contractor's disposal in the same condition as at the time the operations were taken over by company, taking into account normal wear and tear and any inherent defects at the time of taking over by the company.
- 17.0 **DURATION:** The rates, terms and conditions shall continue until the completion or abandonment of the last well being drilled and ILM is declared.
- 18.0 **HEADINGS:** The headings of the clauses of the contract are for convenience only and shall not be used to interpret the provisions hereof.
- 19.0 **DEFICIENCY:**
- 19.1 In the event of the contractor failure strictly adhere in providing the minimum requirements of key personnel as set out in section II, Clause 7.5.a, the penalty shall be levied at the following rates.

FAILURE PENALTY

- a) Failure to provide Plant Manager
- b) Failure to provide Shift Supervisor/ Laboratory Technician

At the rate of 5% of the operating day rate for the period of non-availability of the Plant Manager /Shift Supervisor/Laboratory Technician separately in each case.

NOTE:

- 1. The above penalty rates are applicable for the first five days. In case more than one key personnel are not available at a time, penalties applicable for such personnel will be levied simultaneously.
- 2. Beyond 5 days, the penalty will be levied at double the rates mentioned above for each day for non-availability of any key personnel.
- 3. Contractor will be paid for zero rates (Neither operating Day Rate nor Rental Day Rate) if operation is suspended for non-availability of key personnel.

- 19.2 In the event of the Contractor's failure to provide efficient service of mobile Effluent Treatment Plant or not accomplishing desired result by the ETP as set out in the contract as per the scope of work in Section-II the penalty shall be levied at the following rates.

Zero Rate will be applicable, of the ETP per day for the deficient period as certified by the Company representative/ Installation Manager of the designated Rig.

20.0 INTER-LOCATION EFFLUENT TREATMENT PLANT MOVE STANDARD

- 20.1 ETP unit movement for a distance of thirty (30) Kms or less will be maximum of fifteen (15) days. For more than 30 kilometers, the time allowed shall be in proportions of one (1) day for each 30 KM or part thereof.

However, on completion of ILM and expiry of stipulated ILM days, if there is any delay in starting the ETP operation for reasons not attributable to the Contractor but only attributable to OIL, the contractor shall be paid Rental Day Rate also beyond stipulated ILM in addition to ILM charges.

- 20.2 The time for inter-location movement suspended by force majeure, shall be extended by the period for which the Force majeure conditions last. No day rate will be payable for extended period due to force majeure conditions.

- 20.3 The ILM charge shall be discounted by 50% for each day's delay beyond the standard, as stipulated in 19.1 of total cost for inter-location movement rate payable for that particular ETP unit movement, when the ETP unit move is delayed beyond the standard.

- 20.4 No other charges (Operating day Rate or Rental Charges) will be payable during the Inter location movement except in case of clause 20.1, BRC, Part-2 where Rental Day Rate will also be applicable.

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

22.0 WATER MANAGEMENT:

- i. The output water after treatment of the liquid effluent has to be as per specification mentioned in Section-II and to be re-circulated.
- ii. Strict control has to be made in on the use of water. Wastage of water increases the effluent volume in the pit and may aggravate pollution problems.

- iii. The valves, glands, hoses etc. are to be checked for any leakage and the same to be informed immediately to the concerned for rectification.

23.0 EFFLUENT PIT:

- i. Regular checks and removal of solid effluent are to be made to ensure that there are no leakage/ seepage/ overflow of effluents from the borrow pits [constructed as per layout of the ETP] and also from the main dumping pit into the surrounding areas.
- ii. The complete collection and final dumping of the solid effluent to the designated brick walled pit in the well site is to be ensured and to be certified by Installation Manager prior to unit movement for next location. Bunds/walls of the effluent pit are to be checked for any breaches during the operation and should be reported immediately for any breaches noticed.

24.0 COMPREHENSIVE 'HSE' GUIDELINES:

- 24.1 The contractor shall strictly comply with the applicable and prevailing provisions of the Mines Act 1952, OISD Guidelines, and 10th Conference Recommendations of Safety in Mines. A copy of provisions of 10th Conference Recommendations in the form of “General HSE Points” is available in the office which may be issued to successful bidders at the time of need.
- 24.2 It will be solely the Contractor's responsibility to fulfill all the legal formalities with respect to the Health, Safety and Environmental aspects of the entire job (namely; the person employed by him, the equipment, the environment, etc.) under the jurisdiction of the district of that state where it is operating. . Ensure that all sub-contractors hired by him comply with the same requirement as the contractor himself and shall be liable for ensuring compliance all HSE laws by the sub or sub-sub contractors.
- 24.3 Every person deployed by the contractor in a mine must wear safety gadgets to be provided by the contractor. The Contractor shall provide proper Personnel Protective Equipment as per the hazard identified and risk assessed for the job and conforming to statutory requirement and company PPE schedule. Safety appliances like protective footwear, Safety Helmet and Full Body harness has to be DGMS approved. Necessary supportive document shall have to be submitted as proof. If the Contractor fails to provide the safety items as mentioned above to the working personnel, the Contractor may apply to the Company (OIL) for providing the same. OIL will provide the safety items, if available. But in turn, OIL will recover the actual cost of the items by deducting from Contractor's Bill. However, it will be the Contractor's sole responsibility to ensure that the persons engaged by him in the mines use the proper PPE while at work. All the safety gears mentioned above are to be provided to the working personnel before commencement of the work.
- 24.4 The Contractor shall prepare written Safe Operating Procedure (SOP) for the work to be carried out, including an assessment of risk, wherever possible and safe methods to deal with it/them. The SOP should clearly state the risk arising to men, machineries & material from the ETP operation / operations to be done by the contractor and how it is to be managed.

- 24.5 The contractor shall provide a copy of the SOP to the person designated by the mine owner who shall be supervising the contractor's work.
- 24.6 Keep an up to date SOP and provide a copy of changes to a person designated by the Mine Owner/Agent/Manager.
- 24.7 Contractor has to ensure that all work is carried out in accordance with the Statute and SOP and for the purpose he may deploy adequate qualified and competent personnel for the purpose of carrying out the job in a safe manner. For work of a specified scope/nature, he should develop and provide to the mine owner a site specific code of practice in line.
- 24.8 All persons deployed by the contractor for working in a mine must undergo Mines Vocational Training, initial medical examination, PME. They should be issued cards stating the name of the contractor and the work and its validity period, indicating status of MVT,IME & PME.
- 24.9 The contractor shall submit to DGMS returns indicating - Name of his firm, Registration number, Name and address of person heading the firm, Nature of work, type of deployment of work persons, Number of work persons deployed, how many work persons hold VT Certificate, how many work persons undergone IME and type of medical coverage given to the work persons
- 24.10 The return shall be submitted quarterly (by 10th of April, July, October & January) for contracts of more than one year. However, for contracts of less than one year, returns shall be submitted monthly.
- 24.11 It will be entirely the responsibility of the Contractor/his Supervisor/representative to ensure strict adherence to all HSE measures and statutory rules during operation in OIL's installations and safety of workers engaged by him. The crew members will not refuse to follow any instruction given by company's Installation Manager / Safety Officer / Engineer / Official / Supervisor/Junior Engineer for safe operation.
- 24.12 Any compensation arising out of the job carried out by the Contractor whether related to pollution, Safety or Health will be paid by the contractor only.
- 24.13 Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the contractor.
- 24.14 The contractor shall have to report all incidents including near miss to Installation Manager / departmental representative of the concerned department of OIL.
- 24.15 The contractor has to keep a register of the persons employed by him/her. The contractor's supervisor shall take and maintain attendance of his men every day for the work, punctually.
- 24.16 If the company arranges any safety class / training for the working personnel at site (company employee, contractor worker, etc) the contractor will not have any objection to any such training.

- 24.17 The health check up of contractor's personnel is to be done by the contractor in authorized Health Centers as per OIL's requirement & proof of such test(s) is to be submitted to OIL. The frequency of periodic medical examinations should be every five years for the employees below 45 years of age and every three years for employees of 45 years of age and above.
- 24.18 To arrange daily tool box meeting and regular site safety meetings and maintain records.
- 24.19 Records of daily attendance, accident report etc. are to be maintained in Form B, E, J (as per Mines Rules 1955) by the contractor.
- 24.20 A contractor employee must, while at work, take reasonable care for the health and safety of people who are at the employee's place of work and who may be affected by the employee's act or omissions at work.
- 24.21 A contractor employee must, while at work, cooperate with his or her employer or other persons so far as is necessary to enable compliance with any requirement under the act or the regulations that is imposed in the interest of health, safety and welfare of the employee or any other person.
- 24.22 Contractor's arrangements for health and safety management shall be consistent with those for the mine owner.
- 24.23 In case Contractor is found non-compliant of HSE laws as required company will have the right for directing the contractor to take action to comply with the requirements, and for further non-compliance, the contractor will be penalized prevailing relevant Acts/Rules/ Regulations.
- 24.24 When there is a significant risk to health, environment or safety of a person or place arising because of a non-compliance of HSE measures, company will have the right to direct the contractor to cease work until the non-compliance is corrected.
- 24.25 The contractor should prevent the frequent change of his contractual employees as far as practicable.
- 24.26 The contractor should frame a mutually agreed bridging document between OIL & the contractor with roles and responsibilities clearly defined.
- 24.27 For any HSE matters not specified in the contract document, the contractor will abide the relevant and prevailing Acts/rules/ regulations/ pertaining to Health, Safety and Environment.
- 24.28 Most of the above provisions are from the 10th conference Recommendation of safety in Mines.
- 25.0 **MoEF[Ministry of Environment & Forest] guidelines:**

- i) Pre Hire ETP inspection, safety meeting, tool box meetings, job safety analysis & audit shall be carried out to identify hidden/ potential hazards.
- ii) The Contractor shall take necessary measures to reduce noise levels at drill site providing mitigation measures, such as proper acoustic enclosures to the DG sets and meet norms notified by the MoEF.
- iii) The emissions of RSPM, SPM, SOX, NOX and HC & VOC from engines shall conform to the standard prescribed by SPCB. Regular monitoring of the ambient air for HC & VOC shall be carried out as per CPCB guidelines.
- iv) The Contractor shall strictly comply with rules and regulations with regard of handling and disposal of hazardous waste (Management & Handling) rules 1989/2003 wherever applicable. Authorization from SPCB must be obtained for collection/ treatment/ storage/ disposal of hazardous waste.
- v) The overall noise level in and around the plinth areas shall be kept within the standards by providing noise control measures including acoustic hoods, silencers, enclosures on all sources of noise generation. The ambient noise level shall conform to standards prescribed under EPA rules, 1989 that is 75 dBA (daytime) and 70 dBA (nighttime)

END OF SECTION-III

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SECTION IV

SCHEDULE OF RATES

The bidders must quote the following rates in their priced bids as per the Price Schedule format given in Proforma-B.

1.0 MOBILIZATION CHARGES (ONE TIME LUMP SUM CHARGES) (M)

In case the Effluent Treatment Plant unit is contemplated to be mobilized partly or fully from outside India then the break up of the mobilization charges to 1st location must be furnished separately.

NOTE:

- Mobilization charges should include mobilization of equipment and manpower.
- Mobilization charges should cover local and foreign costs to be incurred by the Contractors to mobilize to the first location.
- The first location will be in and around Duliajan, Assam.

Mobilization charges should not exceed 7.1/2% of the total evaluated charges of the contract for 3 years.

2.0 DEMOBILIZATION CHARGES (LUMP SUM) (D)

For Effluent Treatment Plant unit from last drilling location.

NOTE: Demobilization charges should include demobilization of all equipment and manpower.

3.0 OPERATING DAY RATE (Per 24 Hrs. day) (ODR)

3.1 The Operating Day rate will become payable from the time the Effluent Treatment Plant is operated after the well is spudded (after drilling rat & mouse hole and setting of scabbard and mouse hole pipe) until the unit is released, as certified by the Company Representative / Installation Manager, for the move to the next location. Payment against 'Operating Day Rate' shall be payable at per actual work done(duration under operation) of the ETP. Charges for less than a day shall be payable on prorata basis.

4.0 RENTAL DAY RATE (Per 24 Hrs. day) (RDR):

The Rental Day rate will be payable from the day of completion of mobilization and installation of the Effluent Treatment Plant unit at the first assigned drilling location as certified by Installation Manager/Company representative(s) and applicable to the date of issue of Demobilization advice/notice, except for the inter location movement days.

5.0 INTER LOCATION MOVE RATE:

5.1 Depending on the distance between the locations, separate rates will be applicable as mentioned below:

- a) No Charge for Cluster location (Movement of mast and substructure etc. only on the same plinth). The spacing between wells at surface in cluster well plinth is around 15 m.
- b) Fixed Charge (Lump- sum) per location move up to 30 Km. (ILM1).
- c) Kilometrage charges for rig movement in excess of 30 Km. This will be in addition to lump sum rate for ILM upto 30 Km as mentioned in 'b' above. (ILM2)

5.2 Interlocation movement operation will start from the moment the company releases the Effluent Treatment Plant unit at previous location. Effluent Treatment Plant & all materials including the additional and optional items, if any, are to be transferred after release from the present location and re-installation at the next assigned location ready for operation. Before start of the ETP operation at the new site, the Contractor shall complete all jobs, including, but not limited to, inter connections of lines, arrangement for effluent conveyer system, connection for re-circulation of treated water etc, compliance/rectification to meet safety norms and any other job normally done prior to operation. The inter-location movement of Effluent Treatment Plant package should be completed within the period as specified in clause 20.0 under special terms and conditions with due certification from the installation manager of OIL.

- 6.0 **FORCE MAJEURE DAY RATE (Per 24 Hrs. day) (FM)**
- 6.1 The Force Majeure Day Rate shall be payable during the first 15 days period of force majeure. No payment shall accrue to the Contractor beyond the first 15 days period unless mutually agreed upon.
- 6.2 Payment towards force majeure day rate shall not exceed 50% of operating day rate.

END OF SECTION - IV
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ANNEXURE - A

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 ----- . 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 Organisation "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 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 cartelisation 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 and 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 credibility 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. New Delhi.

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.

For the Principal

For the Bidder/Contractor

Place : Duliajan

Witness1 :

Date :

Witness 2 :

&&&&

ANNEXURE-I

EQUIPMENT AND SERVICES TO BE FURNISHED BY CONTRACTOR OR COMPANY (OIL) FOR ETP & MANAGEMENT SERVICES.

The equipment machinery, tools, materials supplies, instruments, services and labour, including but not limited to those listed at the following terms shall be provided at the location by OIL or Contractor and the expenses of OIL or Contractor as designated hereunder by 'X' mark in the appropriate column:

Sl. No.	I T E M	At Expense of		Supplied by	
		Contractor	OIL	Contractor	OIL
I. EQUIPMENT :					
1.	ETP Unit with Accessories and interconnection piping	X		X	
2.	Inter-Location Movement	X		X	
3.	Loading and Unloading at site		X		X
4.	Chemicals, Spares, Lubricants and Additives for ETP use	X		X	

Sl. No.	I T E M	At Expense of		Supplied by	
		Contractor	OIL	Contractor	OIL
5.	Competent Manpower for smooth running of ETP	X		X	
6.	Laboratory Facility at Well site	X		X	
7.	Competent Manpower for Laboratory Testing	X		X	
8.	Testing of Various Parameters of Inlet & Out-let of ETP	X		X	
9.	Acquiring of Permission from SPCB to Discharge Treated water to the Environment	X		X	
10.	Providing valid Photo Entry pass of Contractor's key personnel for access to OIL Installation (OIL shall only assist)	X		X	
11.	To and Fro Transportation of Contractor's key personnel from well site to Base camp.	X		X	
12.	Basic Fire-Fighting Equipment for ETP	X		X	
13.	Pit for Disposal of Solid Cuttings		X		X
14.	Various Pit Linings with HDPE		X		X
15.	Disposal of Solid Waste to Designated Pit	X		X	
16.	Treatment of unused mud and Initial testing fluid after declaration of Rig Release	X		X	
17.	Source Water Tube well & Maintenance		X		X
18.	Electrical Power for ETP & Lighting		X		X
19.	FLP Lighting System / Fittings / Wirings for ETP Machinery	X		X	
20.	Food & Lodging of Contractor Key Personnel	X		X	
21.	Base Camp	X		X	
22.	MVT, Fire-Fighting, F-Aid, IME etc of Contractor's Key Personnel	X		X	
23.	Maintenance & Operation of ETP & Accessories	X		X	
24.	Spare Parts for ETP & Accessories.	X		X	
25.	Site Preparation for ETP		X		X
26.	All Safety Items related with ETP Rig up, O & M and Rig Down	X		X	
27.	OIL's internal Telephone at Well Site		X		X
28.	Potable/drinking water for Contractor Personnel at well site & Base Camp	X		X	
29.	Well Site Peripheral Fencing		X		X
30.	Storage Facility for consumables & chemicals required for ETP	X		X	
31.	Repair of Bunds / Embankment of Pits (Contractor has to report any breaches if any well in advance of time)		X		X
32.	Permit & Licenses pertaining to ETP unit & personnel (OIL shall assist)	X		X	
33.	Safe Operating Procedure for ETP Operation & Maintenance to be prepared	X		X	
34.	Quarterly Return as per 10 th Conference to be submitted to DGMS by 10th of April, July, October & January)	X		X	
35.	Any compensation arising out due to accident of Contractor personnel.	X		X	
36.	Imparting of Statutory Training to Contractor's Key Personnel	X		X	
37.	Medical / Emergency Treatment of Contractor's Personnel	X		X	
38.	Maintenance of various statutory Records Viz. Form B,E,J etc.	X		X	
39.	Supply of PPE to the Contractor's Personnel	X		X	

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ANNEXURE-II

PROFORMA FOR BIO DATA OF KEY PERSONNEL

AFFIX
PASSPORT SIZE
PHOTOGRAPH

1. NAME
2. PRESENT ADDRESS
3. PERMANENT ADDRESS
4. FATHER'S NAME
5. NATIONALITY
6. PASSPORT NO. AND VALIDITY
(IN CASE OF EXPATRIATE)
7. DESIGNATED POST
8. EDUCATIONAL QUALIFICATION
9. DATE OF BIRTH
10. EXPERIENCE IN REVERSE ORDER

NOTE : In case of replacement of the key personnel, the replacement personnel must have the requisite qualification and experience as per Terms of Reference(Section-II) and shall submit their credentials along with their recent photographs to Company for approval of Company.

ANNEXURE-IIA

Source of the Sample : Composite sample of drilling mud effluents from Hydrocyclones.

Sl. No.	Parameters	Units	Result
1.	Appearance	-	Greyish pourable mud
2.	Total suspended solid	Mg/L	65300
3.	Total Solid	Mg/L	66800
4.	Total Dissolved Solid	Mg/L	1500
5.	M. Value as CaCO ₃	Mg/L	120
6.	Chloride as Cl	Mg/L	85
7.	Sulphate as SO ₄	Mg/L	1400
8.	Total Iron as Fe	Mg/L	60
9.	Total Chromium as Cr	Mg/L	5.6
10.	Hexavalent chromium as Cr	Mg/L	< 0.1
11.	Vanadium as V	Mg/L	< 0.2
12.	Total Heavy Metals as Pb	Mg/L	< 0.2
13.	Specific Gravity of Mud		1.03

Physico Chemical Characteristic of drilling mud (Waste Water)

Sl. No.	Parameters	Units	Result
1.	Appearance	-	Greyish pourable mud
2.	Total suspended solids	mg/L	12990
3.	Total Solids	mg/L	14490
4.	Total Dissolved Solids	mg/L	1500
5.	M. Value as CaCO ₃	mg/L	600
6.	Chloride as Cl	mg/L	210
7.	Sulphate as SO ₄	mg/L	25
8.	Total Iron as Fe	mg/L	-
9.	Total Chromium as Cr	mg/L	< 0.02
10.	Hexavalent chromium as Cr	mg/L	< 0.02
11.	Vanadium as V	mg/L	< 0.1
12.	Total Heavy Metals as Pb	mg/L	< 0.2
13.	Specific Gravity of Mud		1.0074
14.	Total Oil	% (m/v)	1.0
15.	Free Oil	% (m/v)	0.8
17.	Emulsified Oil	% (m/v)	0.2
18.	BOD at 27°C for 3 days	mg/l	137
19.	COD	mg/l	825

ANNEXURE-IIB

Source of the sample : Sample Collected from vibrating screen

Sl. No.	Parameters	Units	Result
1.	Appearance	-	i. Hard Cake having solid consistency 36%. ii. Lower layer Black uplayer-Gray on dissolution with water in ratio 1.1
2.	Soil to Emulsified mud ratio	-	82:12
3.	Nature of Settling	-	Black mud separates out from emulsified mud in 2 to 4 Hrs.
4.	pH of the upper un-settleable layer	-	7.3
5.	M. Value as CaCO ₃	mg/L	148
6.	Chloride as Cl	mg/L	95
7.	Sulphate as SO ₄	mg/L	1650
8.	Iron as Fe	mg/l	68
9.	Total Chromium as Cr	mg/l	6.0
10.	Hexavalent Chromium as cr	mg/l	< 0.2
11.	Vanadium as V	mg/l	< 1.0
12.	Other Heavy Metals as Ph	mg/l	< 1.0

ANNEXURE-III

PERMISSIBLE LIMIT OF CONSTITUENTS IN OUTPUT OF ETP AS PER SPCB

Sl. No.	Parameters	Permissible Limit (not to exceed) SPCB
1	pH	5.5 -9.0
2	Temperature	40° C
3	Suspended Solids	100 mg/L
4	Oil & Grease	10 mg/L
5	Phenolics	1.0 mg/L
6	Cyanides	0.2 mg/L
7	Fluorides	1.5 mg/L
8	Sulphides	2.0 mg/L
9	Chromium (Hexa)	0.1 mg/L
10	Chromium (Total)	1.0 mg/L
11	Copper	0.2 mg/L
12	Lead	0.1 mg/L
13	Mercury	0.01 mg/L
14	Nickel	3.0 mg/L
15	Zinc	2.0 mg/L
16	BOD at 27° C for 3 days	30 mg/L
17	COD	100 mg/L
18	Chlorides	600 mg/L
19	Sulphates	1000 mg/L
20	Total Dissolved Solids	2100 mg/L
21	Percent Sodium	60 mg/L

Test Parameters and tentative Frequency of various tests

Sl. No	Parameters	Permissible Limit (not to exceed) SPCB	Daily Testing at Site	Fortnightly Testing offsite by the Contractor
1	pH	5.5 -9.0	Yes	
2	Temperature	40° C	Yes	
3	Suspended Solids	100 mg/L	Yes	
4	Oil & Grease	10 mg/L	Yes	
5	Phenolics	1.0 mg/L	Yes	
6	Cyanides	0.2 mg/L		Yes
7	Fluorides	1.5 mg/L		Yes
8	Sulphides	2.0 mg/L		Yes
9	Chromium (Hexa)	0.1 mg/L	Yes	
10	Chromium (Total)	1.0 mg/L		Yes
11	Copper	0.2 mg/L		Yes
12	Lead	0.1 mg/L		Yes
13	Mercury	0.01 mg/L		Yes
14	Nickel	3.0 mg/L		Yes
15	Zinc	2.0 mg/L		Yes
16	BOD at 27° C for 3 days	30 mg/L		Yes
17	COD	100 mg/L	Yes	
18	Chlorides	600 mg/L	Yes	
19	Sulphates	1000 mg/L	Yes	
20	Total Dissolved Solids	2100 mg/L	Yes	
21	Percent Sodium	60 mg/L		Yes

PROFORMA UNDERTAKING FROM CONTRACTORS PERSONNEL

I _____ S/o _____
having permanent residence at _____ Dist.
_____ am working with M/s. _____ as their
employee. Now, I have been transferred by M/s. _____ for
carrying out the contract job under Contract No. _____ which
has been awarded in favour of my employer M/s.
_____.

I hereby declare that I will not have any claim for employment or any service benefit from
OIL by virtue of my deployment for carrying out contract job in OIL by M/s.
_____.

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

Signature

Place:

Date:

1. NAME:
DESIGNATION:
DATE:

2. NAME:
DESIGNATION
DATE:

PROFORMA-A

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

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

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

Authorised Person's Signature: _____

Name: _____

Seal of the Bidder:

PROFORMA-B**Sub : Charter Hire of 3 Nos. Effluent Treatment Plant & Management Services****PRICE BID FORMAT**

Srl #	Items	Unit	Qty	Unit Rate		Total Amount	
				Code	Amount	Code	Amount
Specify the Currency							
1	Mobilization Charges for One ETP	Lump sum	1	M		TM = M x 1	
2	De-Mobilization Charge for One ETP	Lump sum	1	D		TD = D x 1	
3	Operating Day Rate for one ETP	Day	810	ODR		TOP = ODR x 810	
4	Rental Day Rate for each ETP	Day	960	RDR		TRR= RDR x 960	
4	Inter-location move (ILM) charge per ETP move upto 30 Km	Lump sum	9	ILM1		TILM1 = ILM1 x 9	
5	Kilometerage charge when ILM is in excess of 30 Kms	Km	150	ILM2		TILM2 = ILM2 x 150	
7	TOTAL CHARGES FOR 3 YEARS OF ONE ETP OPERATION INCLUDING ALL TAXES & DUTIES EXCEPT CUSTOMS DUTY AND SERVICE TAX WHICH ARE EXTRA TO OIL			TCRO = TM + TD + TOP + TRR + TILM1+TILM2			
8	TOTAL CHARGES FOR 3 YEARS OF THREE ETPS OPERATION INCLUDING ALL TAXES & DUTIES EXCEPT CUSTOMS DUTY AND SERVICE TAX WHICH ARE EXTRA TO OIL			TCRO x 3			

NOTE: 1) The total of Mobilization charges quoted by the bidder should not be more than 7.5% of total evaluated contract value. However, total mobilization charges if quoted in excess of 7.5% of total evaluated contract cost, the excess amount shall be paid at the end of the contract.

2) Bidders should quote against rates for one ETP under item I. Total cost for 3 ETP would be arrived at by multiplying the rates by 3 as shown in BEC.

3) Bidder need not to quote for Standby rate, Repair rate & Force Majeure rate as the same will be payable as fixed % age of operating Day Rate as shown in the Schedule of Rates/Payment: Section -IV

SIGNATURE OF THE BIDDER

BID FORM

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

Sub: IFB No. CDG4550P15

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 180 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 _____ 2014.

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,
For Head(Contracts)
Duliajan, Assam, India, Pin - 786 602

WHEREAS, (Name of Bidder) _____ (hereinafter called "the Bidder") has submitted their offer Dated _____ for the provision of certain oilfield services (hereinafter called "the Bid") against OIL INDIA LIMITED, Duliajan, Assam, India (hereinafter called the Company)'s **IFB No. CDG4450P15**. KNOW ALL MEN BY these presents that we (Name of Bank) _____ of (Name of Country) _____ having our registered office at _____ (hereinafter called "Bank") are bound unto the Company in the sum of (*) for which payment well and truly to be made to Company, the Bank binds itself, its successors and assignees by these presents. SEALED with the common seal of the said Bank this ____ day of ____ 2014.

THE CONDITIONS of these obligations are:

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

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

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

SIGNATURE AND SEAL OF THE GUARANTORS _____

Name of Bank & Address _____

Witness _____

Address _____

(Signature, Name and Address)

Date: _____

Place: _____

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

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

FORM OF PERFORMANCE BANK GUARANTEE

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

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

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

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

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

This guarantee is valid until the date _____ (calculated at **6 months** after Contract completion date).

SIGNATURE AND SEAL OF THE GUARANTORS _____

Designation _____

Name of Bank _____

Address _____

Witness _____

Address _____

Date

Place _____

AGREEMENT FORM

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

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

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

WHEREAS, Company accepted the bid submitted by the Contractor and 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
HEAD (CONTRACTS)
Oil India Ltd.,
P.O. Duliajan - 786 602
Assam, India

Sir,

Sub: OIL's IFB No. CDG4550P15

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.

PROFORMA-I

AUTHORISATION FOR ATTENDING BID OPENING

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

Date : _____

Sir,

Sub : OIL's IFB No. CDG4550P15

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.

&&&&&&&&