



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

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

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FORWARDING LETTER

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

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Sub : IFB No. CDG4831P15 for Hiring the Services of Matrix Acidization of 100(one hundred) Nos. of Wells or for a period of 4(four) years, whichever is earlier, in OIL's fields in Assam & Arunachal Pradesh

Dear Sirs,

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

2.0 In connection with its operations, OIL invites International Competitive Bids (ICB) from competent and experienced Contractors through OIL's e-procurement site for Hiring the Services of Matrix Acidization of 100(one hundred) Nos. of Wells or for a period of 4(four) years, whichever is earlier, in OIL's fields in Assam & Arunachal Pradesh. 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.:                           | CDG4831P15  |
| (ii)  | Type of IFB :                      | Single Stage-2(two) Bid System                              |
| (iii) | Bid Closing Date & Time:           | 16.10.2014 at 11-00 hrs. (IST)                              |
| (iv)  | Bid Opening Date & Time:           | 16.10.2014 at 14-00 hrs. (IST)                              |
| (v)   | Priced Bid Opening Date:<br>& Time | Will be intimated to the eligible bidder(s) 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<br>Oil India Limited<br>Duliajan – 786602, Assam, India   |
| (viii) | Bid Validity :  | 180 days from date of Closing of bid   |
| (ix)   | Mobilisation Time:  | 150 days from the date of issue of LOA by OIL  |
| (x)    | Bid Security Amount:  | Rs. 27,91,500.00 or US\$ 45,400.00   |
| (xi)   | Bid Security Validity :   | 210 days from date of closing of bid   |
| (xii)  | Amount of Performance:<br>Security                                  | 7.5 % of 1(one) year contract value  |
| (xiii) | Validity of Performance Security:                                   | Up to 3(three) months from date of completion of contract  |
| (xiv)  | Duration of the Contract:   | 4 (four) years or completion of 100(one hundred) nos. of wells (whichever is earlier) from the date of Commencement of Contract                            |
| (xv)   | Quantum of Liquidated Damage:<br>for Default in Timely Mobilisation | @ 0.5% of 1 <sup>st</sup> Year contract value (including mobilization cost) for delay in mobilization per week or part thereof subject to maximum of 7.5%. |
| (xvi)  | Bids to be addressed to:  | HEAD-CONTRACTS<br>OIL INDIA LIMITED<br>DULIAJAN - 786 602<br>ASSAM, INDIA  |

### 3.0 INTEGRITY PACT :

The Integrity Pact should 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. 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 Head-Contracts, OIL INDIA LTD., Duliajan(Assam) in their official letter head giving the detailed address and E-mail letter along with the cost of bid document 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 OIL enables them in the E-portal after receipt of the requisite cost of the bidding 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](mailto: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 technical bid closing date failing which the bid shall be rejected. A scanned copy of the Bid Security shall also be uploaded by the bidder along with their Technical Bid in OIL's E-procurement site.

- ii) Bid should be submitted online in OIL's E-procurement site up to 11.00 AM (IST)(Server Time) on the date as mentioned and will be opened on the same day at 2.00 PM(IST) at the office of the 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.

**Display RFx Response:**

Edit | Print Preview | **Technical RFx Response** | Close | Withdraw | Verify sig

RFx Response Number: 60006452    RFx Number: TEST2    Status: Submitted  
RFx Owner: WIPRO\_TEST1    Total Value: 0.00 INR    RFx Response Version:

RFx Information | Items | Notes and Attachments | Conditions | Summary

Basic Data | Questions

Event Parameters

Currency: Indian Rupee

Detailed Price Information: Price with Conditions

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

Created E  
Last Processed C  
Last Processed E

▼ Partners and Delivery Information

Details | Send E-Mail | Call | Clear

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

Go to this Tab "Technical RFx Response" for Uploading "Technical Bid".

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

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	Checked
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 Priced Bid, first click on Sign Attachment, a browser window will open, select the file from the PC and click on "Sign" to sign the file. On Signing a new file with extension .SSIG will be created. Close that window. Next click on Add Attachment, a browser window will open, select the .SSIG signed file from the PC and name the file under Description, Assigned to General Data and click on OK to save the File.

8.0 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. & Type
  - (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, (Part-3, Section-I)
- (e) Terms of Reference/Technical Specification, (Part-3, Section-II)
- (f) Special Conditions of Contract, (Part-3, Section-III)
- (g) Schedule of Rates, (Part-3, Section-IV)
- (h) Estimated CIF value of items at the time of import, (Proforma-A)
- (i) Price Bid/Schedule Format, (Proforma-B)
- (j) Bid Form, (Proforma-C)
- (k) Statement of Non-Compliance, (Proforma-D)
- (l) Bid Security Form, (Proforma-E)
- (m) Performance Security Form, (Proforma-F)
- (n) Agreement Form, (Proforma-G)
- (o) Proforma of Letter of Authority, (Proforma-H)
- (p) Authorisation for Attending Bid Opening, (Proforma-I)
- (q) Record of Bidders past relevant experience, (Proforma-J)
- (r) Proforma for Bio-Data of Manpower, (Annexure-I)
- (s) Proforma undertaking from Contractor's Personnel, (Annexure-II)
- (t) Safety Measures, (Annexure-III)
- (u) Proforma for Parent Company Guarantee & Agreement, (Annexure-IV)
- (v) Proforma for Sister Subsidiary/Co-Subsidiary Company Agreement, (Annexure-V)
- (w) Integrity Pact Proforma, (Annexure-VI)

- (x) Equipment & Services to be furnished by Contractor or Company(OIL), (Annexure-VII)
- 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-VI, 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' valid for 120 days from the date of issue 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 and Central Public Sector undertakings are exempted from submitting Bid Security.
- 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 mainly the Original Bid Security if received by the Company after the deadline for submission prescribed by the Company shall be rejected and shall be returned to the Bidders in unopened condition immediately.

19.0 MODIFICATION AND WITHDRAWAL OF BIDS:

19.1 The Bidder after submission of Bid may modify or withdraw its Bid 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, inconsistent 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 21.6.
- 25.2 An effort by a Bidder to influence the Company in the Company's bid evaluation, bid comparison or Contract award decisions may result in the rejection of their bid.
- D. AWARD OF CONTRACT
- 26.0 AWARD CRITERIA: The Company will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.
- 27.0 COMPANY'S RIGHT TO ACCEPT OR REJECT ANY BID: Company reserves the right to accept or reject any or all bids and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected bidder, or bidders or any obligation to inform the affected bidder of the grounds for Company's action.
- 28.0 NOTIFICATION OF AWARD:
- 28.1 Prior to the expiry of the period of bid validity or extended validity, Company will notify the successful Bidder in writing by registered letter

or by fax or E-mail (to be confirmed in writing by registered / couriered letter) that its Bid has been accepted.

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

28.3 Upon the successful Bidder's furnishing of Performance Security pursuant to Clause 29.0 below, the Company will promptly notify each un-successful Bidder and will discharge their Bid Security, pursuant to Clause 11.0 hereinabove.

**29.0 PERFORMANCE SECURITY:**

29.1 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 including the warranty period beyond the contract period. The Performance Security will be discharged by Company not later than 30 days following its expiry. In the event of any extension of the Contract period, Bank Guarantee should be extended by Contractor by the period equivalent to the extended period.

29.3 The Performance Security shall be payable to Company as compensation for any loss resulting from Contractor's failure to fulfil its obligations under the Contract.

29.4 The Performance Security will not accrue any interest during its period of validity or extended validity.

29.5 Failure of the successful Bidder to comply with the requirements of clause 29.0 and/or 30.0 shall constitute sufficient grounds for annulment of the award and forfeiture of the Bid Security or Performance Security. In such an eventuality, the party shall be debarred for a period of 2(two) years from the date of default.

**30.0 SIGNING OF CONTRACT:**

- 30.1 At the same time as the Company notifies the successful Bidder that its Bid has been accepted, the Company will either call the successful Bidder for signing of the agreement or send the Contract Form provided in the Bid Documents, along with the General & Special Conditions of Contract, Technical Specifications, Schedule of Rates incorporating all agreements agreed between the two parties.
- 30.2 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-VI of the Bid Document. The Integrity Pact has been duly signed digitally by OIL's competent signatory and uploaded in the OIL's e-portal. The Integrity Pact shall be returned by the bidder (along with the technical Bid) duly signed by the same signatory who signed the Bid i.e. who is duly authorized to sign the Bid. Uploading the Integrity Pact in the OIL's E-portal with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who has signed the bid.

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](mailto:gopalaswamin@gmail.com)
- b. Shri R. C. Agarwal, IPS(Retd), Phone No. : 91-11-22752749(Res), 91-9810787089(Cell) ; E-mail : [rcagarwal@rediffmail.com](mailto:rcagarwal@rediffmail.com)

35.0 LOCAL CONDITIONS:

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

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

36.0 SPECIFICATIONS:

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

END OF PART - 1

&&&&

## 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 the Bidding Documents. Bids will be rejected in case services offered do not conform to the required parameters stipulated in the technical specifications. Notwithstanding the general conformity of the bid to the stipulated specifications, the following mandatory requirements will have to be particularly met by the Bidders without which the same will be considered as non-responsive and rejected. All the documents related to BRC must be submitted along with the Technical Bid.
  - A) **TECHNICAL**: The bidder must meet the following criteria failing which offer shall be rejected:
    - 1.0 EXPERIENCE:
      - Technical:
        - 1.1 The Bidder shall have experience of successfully executing at least 20 (twenty) Nos. of Matrix Acidization / Fracture Acidization jobs in Oil wells/ gas wells / injection wells/ formation water disposal wells during the last 7 (seven) years ending the bid closing date.
        - 1.2 Financial  
The bidder shall have an average annual financial turnover of minimum Rs. 8.34 Crores (or US\$ 1.36 million) during the last 3 (three) years ending 31.03.2013(for Accounting year April-March) or 31.12.2012(for calendar Accounting year).
      - 2.0 Bids from Indian Company / India Joint Venture Company with Technical Collaboration/ Joint Venture Partner:  
In case, the bidder is an Indian Company / Indian Joint Venture Company who does not meet the experience criteria as per clause No. 1.1 above, they may also bid on the strength of Technical Collaborator / Joint Venture Partner provided all the following criteria are complied:
        - A) The primary bidder shall have the experience of successfully completing at least 1 (one) no. of contract for providing oilfield services relating to oil and gas well operations like CTU services, Stimulation services, Sand Control, Drilling and Work over services during the last 7(Seven) years prior to the bid closing date.
        - B) The primary bidder shall meet the financial criteria clauses 1.2 above.
        - C) The Technical Collaborator / Joint Venture Partner shall meet the experience criteria 1.1 above.



3.0 Bid from 100% Subsidiary Company:-

3.1 Eligibility criteria in case bid is submitted on the basis of experience of the parent/ subsidiary company:

Offers of those bidders who themselves do not meet the experience criteria as stipulated in Clause Nos 1.1 & 1.2 can also be considered provided the Bidder is a subsidiary company of the parent company in which the parent company has 100% stake or parent company can also be considered on the strength of its 100% subsidiary. However, the parent/ subsidiary company of the Bidder should on its own meet the experience as stipulated in the BRC and should not rely for meeting the experience criteria on its sister subsidiary/ co-subsidiary company or through any other arrangement like Technical Collaboration agreement.

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

Offers of those bidders who themselves do not meet the experience criteria as stipulated in Clause Nos. 1.1 & 1.2 can also be considered based on the experience criteria of their sister subsidiary/ co-subsidiary company within the ultimate parent/ holding company subject to meeting of the following conditions:

i. Provided that the sister subsidiary/ co-subsidiary company and the bidding company are both 100% subsidiaries of an ultimate parent/holding company either directly or through intermediate 100% subsidiaries of the ultimate parent/ holding company or through any other 100% subsidiary company within the ultimate/holding parent company. Documentary evidence to this effect to be submitted by the ultimate parent/ holding company along with the technical bid.

ii. Provided that the sister subsidiary/ co-subsidiary company on its own meets and not through any other arrangement like Technical Collaboration agreement meets the experience criteria stipulated in the BRC.

iii. In case of contracts involving multifarious activities such as – (a) manufacturing/ supply (b) installation and commissioning (c) servicing and maintenance of any equipment, then in that case, the bidding company can draw on the experience of their multiple subsidiary sister company (ies) / co-subsidiary company (ies) specializing in each sphere of activity, i.e. (a) manufacturing/supply (b) installation and commissioning (c) servicing and maintenance. However, all the sister subsidiary company(ies)/ co-subsidiary company(ies) and the bidding company should be 100% subsidiary company(ies) of an ultimate parent/ holding company either directly or through intermediate 100% subsidiaries of the ultimate parent/ holding company or through any other 100% subsidiary company within the ultimate/ holding parent company.

4.0 Bid from Consortium of companies:

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

- a) The Leader of the consortium shall satisfy the minimum experience requirement as per clause No. 1.1 or the clause 2.0 A) above.
- b) If the Leader of the consortium meets the clause 2.0 A) but does not meet the requirement as per clause No. 1.1 then any of the consortium members shall individually meet clause 1.1.
- c) Any of the consortium members individually shall have to meet the financial criterion mentioned in Clause No. 1.2 above.
- d) 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.
- e) The Bid Security shall be in the name of the Leader of the consortium on behalf of consortium with specific reference to consortium bid and name & address of consortium members. Similarly the Performance Security shall be in the name of the Leader on behalf of the consortium.

4.1 Bidder(s) quoting in Collaboration / joint venture Partnership/ Consortium with any firm are not allowed to quote separately/independently against this tender. The collaborator is also not allowed to quote separately /independently against this tender. All the bids received in such case will be summarily rejected. Further, all bids from parties with technical collaboration support from the same Principal will be rejected.

5.0 Bids from Primary bidder meeting the experience criteria of the tender as a service provider, and submitting bids with the option of provisioning the consumables & chemicals through third party (ies) on direct sale basis to OIL is also acceptable. Order for the chemicals/consumables shall be placed directly on the third party on direct sale basis. The Primary bidder shall however, take full responsibility for delivering the consumables/chemicals at site at Duliajan including customs clearance, without any interruption in operation and without any extra cost to OIL. Zero rates shall be applicable for any suspension of work due to non-availability of consumables/chemicals.

6.0 MOBILISATION TIME: The bidders must confirm their compliance in their "Techno-Commercial" bid to complete the mobilization within 150 days from the date of issue of the Letter of award (LOA).

NOTES:

- 1. OIL reserves the right to ask for any Original or other relevant document to verify the certification.

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 should 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.
- 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 initialed 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

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 bidders must quote their charges/ rates in the manner as called for vide "Schedule of Rates" under Section - IV and the summarized price schedule format vide enclosed Proforma -B.
- 4.0 The quantities shown against each item in the "Price Bid Format (i.e. in Proforma-B)" shall be considered for the purpose of Bid Evaluation. It is, however, to be clearly understood that the assumptions made in respect of the number of days/parameters for various operations are only for the purpose of evaluation of the bid and the bidder will be paid on the basis of the actual number of days/parameter, as the case may be.
- 5.0 To ascertain the inter-se-ranking, the comparison of the responsive bids will be made subject to loading for any deviation. Priced Bids shall be evaluated taking into account the rates quoted in the Price Bid Format (Proforma-B) by taking into account the summation of the following:

Sl. No.	Particular/activity	Unit	Qty	Unit Rate	Total Amount
1	MOBILIZATION CHARGE	Lump sum	1	a	$A = a \times 1$
2	DE-MOBILIZATION CHARGE	Lump sum	1	b	$B = b \times 1$
3	DAILY RENTAL CHARGE FOR EQUIPMENT	Days	1461	c	$C = c \times 1461$
4	OPERATING DAY RATE CHARGE	Days	800	d	$D = d \times 800$
5	INTER-LOCATION MOVEMENT UP TO 20 KM PER JOB	Lump sum	100	e	$E = e \times 100$
6	ADDITIONAL CHARGE FOR MOVEMENT IN EXCESS OF 20 KM PER KM	Km	3000	f	$F = f \times 3000$
7.	COST OF CHEMICALS, ADDITIVES, CONSUMABLES etc for ACID PICKLING JOB, TUBING INTEGRITY TEST				$G = G(i) + G(ii)$
	COST OF CHEMICALS, ADDITIVES, CONSUMABLES etc. for TUBING INTEGRITY TEST	WELL	100	g(i)	$G(i) = g(i) \times 100$
	COST OF CHEMICALS, ADDITIVES, CONSUMABLES etc. for ACID PICKLING JOB/WELL BORE CLEANOUT	WELL	100	g(ii)	$G(ii) = g(ii) \times 100$

8.	COST OF CHEMICALS FOR Acid Preflush, MAIN ACID, OVERFLUSH				$H = H(i) + H(ii) + H(iii)$
	COST OF CHEMICALS, ADDITIVES, CONSUMABLES etc. for Acid Preflush	Per meter of treatment	1000	$h(i)$	$H(i) = h(i) \times 1000$
	COST OF MAIN ACID	Per meter of treatment	1000	$h(ii)$	$H(ii) = h(ii) \times 1000$
	COST OF CHEMICALS, ADDITIVES, CONSUMABLES etc. for OVERFLUSH	Per meter of treatment	1000	$h(iii)$	$H(iii) = h(iii) \times 1000$

Total Estimated Contract cost,  $T = A + B + C + D + E + F + G + H$

Notes:

- I) The items mentioned above are to be read in conjunction with *Section-IV* (Schedule of Rates).
- II) Bidders are to declare the detailed information regarding the equipment, consumables etc. required to be imported in to India in connection with these operations in Proforma-A (enclosed) for estimating the customs duty.

#### 7.0 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 50% 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 50% 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 Technical (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.

- 8.0 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 imports under this Contract presently shall be Nil. Bidders should take note of the same while quoting. No customs duty is therefore considered for evaluation.

&&&&&



PART-3

SECTION-I

GENERAL CONDITIONS OF CONTRACT

1.0 DEFINITIONS:

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

- (a) "The Contract" means agreement entered into between Company and Contractor, as recorded in the contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;
- (b) "The Contract Price" means the price payable to Contractor under the contract for the full and proper performance of its contractual obligations;
- (c) "The Work" means each and every activity required for the successful performance of the services described in Section II, the Terms of Reference.
- (d) "Company" or "OIL" means Oil India Limited;
- (e) "Contractor" means the Contractor performing the work under this Contract.
- (f) "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. shall be completed by Contractor within 150 days from the effective date of the contract.

Once the Contractor's Equipments have reached the Contractor's base camp at Duliajan and are ready to commence services, Contractor shall issue a Notice of Readiness for Inspection to the Company.

Company shall inspect the Contractor's Equipment within 5 (five) days' of receipt of the Contractor's Notice of Readiness for Inspection

If the Company fails to inspect the Contractor's Equipment within 5 (five) days from the receipt of Notice of Readiness for Inspection, the Contractor's Equipments shall be deemed to be mobilized.

2.3 DATE OF COMMENCEMENT OF CONTRACT: The date on which the mobilization is completed by Contractor in all respects shall be treated as Date of Commencement of Contract.

2.4 DURATION OF CONTRACT: The duration/completion time of the Contract shall be 4 (four) years or completion of 100(one hundred) nos. of wells (whichever is earlier) from the date of Commencement of Contract. The terms and conditions shall continue until the completion/abandonment of the last well being serviced at the time of the end of the contract.

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

- 6.2 Should Company discover at any time during the tenure of the Contract or till the Unit/equipment/tools are demobilised from site or base camp(if applicable) 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 subject to a maximum of the contract value payable for the defective work which needs corrective action 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(except when tools/equipment are below Rotary Table or in the well bore) belonging to the Contractor or its subcontractor (if applicable) 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 insurances amongst others except when tools/equipment are below Rotary Table or in the well bore :
- a) Workmen compensation insurance as required by the laws of the country of origin of the employee.
  - b) Employer's Liability Insurance as required by law in the country of origin of employee.
  - c) General Public Liability Insurance or Comprehensive General Liability insurance covering liabilities including contractual liability for bodily injury, including death of persons, and liabilities for damage of property. This insurance must cover all operations of Contractor required to fulfil the provisions under this contract.
  - d) Contractor's equipment used for execution of the work hereunder shall have an insurance cover with a suitable limit (as per international standards) except when tools / equipment are below Rotary Table or in the well bore or Contractor may self-insure its tools/ equipment.
  - e) Automobile Public Liability Insurance covering owned, non-owned and hired automobiles used in the performance of the work hereunder, with bodily injury limits and property damage limits as governed by Indian Insurance regulations.
  - f) Public Liability Insurance as required under Public Liability Insurance Act 1991, if applicable.

- 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): The contract shall be deemed to have been automatically terminated on the expiry of duration of the Contract or the extension period, if exercised by Company under the provision of the Contract.
- 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 30 (thirty) days written notice to the Contractor due to any other reason not covered under the above clause from 12.1 to 12.6 and in the event of such termination the Company shall not be liable to pay any cost or damage to the Contractor except for payment for services as per the Contract upto the date of termination including the De-mob cost, if any.

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

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 Prod(O)  
OIL INDIA LIMITED  
PO Duliajan - 786602,  
Assam, India  
Fax No. 91-374-2800498  
Email: prodoil@oilindia.in

c) Contractor

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

Fax No. :  
Tel No. :  
E-mail :

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**

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

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 1<sup>st</sup> year contract value(including mobilisation 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 as per clause No. 2.2 of Section-I, then the Company reserves the right to cancel the Contract without any compensation whatsoever.

18.0 **PERFORMANCE SECURITY:** The Contractor has furnished to Company a Bank Guarantee No. \_\_\_\_\_ dated \_\_\_\_\_ issued by \_\_\_\_\_ for \_\_\_\_\_ (being 7.5 % of the 1 year Contract Value) valid till \_\_\_\_\_ towards performance security. The performance security shall be payable to Company as compensation for any loss resulting from Contractor's failure to fulfil 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 when the entire equipment, chemicals and personnel are ready at site for starting the job as certified by company representative. Payment of mobilization charges shall be made within 45 days following the date of receipt of undisputed invoices by Company.
- 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 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.

- 24.7 Payment of monthly invoices, if undisputed, shall be made within 30 days following the date of receipt of invoice by Company.
- 24.8 Company shall within 30 days of receipt of the invoice notify the contractor of any item under dispute, specifying the reasons thereof, in which event, payment of the disputed amount may be withheld until settlement of the dispute, but payment shall be made of any undisputed portion on or before the due date. This will not prejudice the company's right to question the validity of the payment at a later date as envisaged in Clause 25.6 above.
- 24.9 The acceptance by Contractor of part payment on any billing not paid on or before the due date shall not be deemed a waiver of Contractor's rights in any other billing, the payment of which may then or thereafter be due.
- 24.10 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

- 24.11 Contractor shall maintain complete and correct records of all information on which contractor's invoice are based upto 2 (two) years from the date of last invoice. Such records shall be required for making appropriate adjustments or payments by either party in case of subsequent audit query/objection.
- 24.12 SET-OFF: Any sum of money due and payable to the Contractor(including Performance Security refundable to them) under this or any other Contract may be appropriated by OIL and set-off against any claim of OIL(or such other person or persons contracting through OIL) for payment of a sum of money arising out of this contract

or under any other contract made by the Contractor with OIL(or such other person or persons contracting through OIL).

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.
  - (c) 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

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## PART - 3

### SECTION - II

#### TERMS OF REFERENCE AND TECHNICAL SPECIFICATIONS OF EQUIPMENT

1.0 INTRODUCTION: This section establishes the scope and describes the specifications, instructions, standards and other documents including the specifications for any tools or equipment, which the Bidder shall satisfy or adhere to in the performance of the work.

#### 2.0 SCOPE OF WORK

1.1 The work under this contract is to carry out effective Matrix Acidization in 100 (One hundred) wells in OIL's oilfields within the period of 4 (Four) years. The services to be carried out by the contractor under this contract is as follows:

- A. Selection of appropriate stimulation candidate wells
- B. Design an effective treatment (including design of detailed work over program)
- C. Provide all Surface equipment
- D. Supply of all chemicals, consumables and tools and tackles required for successful completion of acidization operations
- E. Supply of requisite manpower
- F. Acidization job execution
- G. Waste Management
- H. Monitoring & performance evaluation and generation of reports
- I. Training of OIL's personnel.

A total of 100 wells { approximately 20 oil/gas production wells, 40 water injection wells and 40 water disposal wells, with a variation of +/- 10% } have been envisaged to be acidized during the currency of the contract.

#### 3.0 DETAILS OF SERVICE REQUIREMENT

The Contractor shall provide the following services to OIL during the Contract period:

##### A. SELECTION OF APPROPRIATE STIMULATION CANDIDATE WELLS:

- i) The Bidder shall engage technical experts in analyzing the well performance and assessing a well as an acidizing candidate. The process involves investigation and assessment of the stimulation candidate well to determine if sufficient productivity/injectivity improvement is possible. The job involves evaluation of the damage well bore, tubing, casing, cement condition, reservoir quality and mineralogy to determine the appropriate treatment fluid needed.

- ii) The bidder shall furnish a format of the data sheet required for selection of the candidate wells. The bidder shall depute their expert to Company's headquarter for data collection & discussion with the company. The company will provide data but not limited to G&G, petrophysics, production history, well test and samples of the produced/injected fluids etc. for well study and selection of candidate wells for design of the Acidization job. In case of non availability of data for the well, offset well data may also be considered.
- iii) Initially 10 nos. of candidate wells shall be selected to start off the acidization campaign. Looking into the pace of the job execution of these 10 nos. of wells, appropriate number of wells shall be selected in lining up for next phase of acidization. The bidder shall complete the selection phase of the initial 10 candidate wells prior to completion of mobilization of the equipment.
- iv) After the initial 10 wells, further selection of the wells for acidization shall be made in such a way that any point of time 10 wells shall be lined up for acidization. The company will provide sufficient number of wells in phase wise manner out of which 10 wells will be selected and lined up before completion of acidization at the 8<sup>th</sup> well.
- v) For any emergent requirement, the bidder shall carry out study of any well data at any stage of the contract to prioritize acidization.

**B. DESIGN AN EFFECTIVE TREATMENT**

- i) The Bidder shall submit detailed report on selected candidate wells and their design program for Matrix Acidization jobs for individual wells within 30 days of the data provided to the bidder by the Company. The bidder's jobs shall involve designing of the type of acids concentrations and volumes, Proper additives to be added, Treatment & placement method, design pumping pressure, method of backflow etc. On-site safety requirements and policies shall be a part of the job design.
- ii) The bidder shall submit the draft program of the acidization job to the company. In consultation with the company's representative, the design program shall be finalized. If the acidization job demands for any well preparatory work over operation prior to taking up an acidization job, the bidder shall place their requirement to the company and the bidder shall offer full assistance in making the workover program.

**C. PROVISION FOR SURFACE EQUIPMENT**

- i) The Bidder shall provide requisite surface equipment for carrying out the Acidization operation. The equipment shall be sized in such a way that the set up is capable of carrying out acidization job to

the tune of maximum of 12,000 US Gallons. Surface equipment must include (but not be limited to) the following items:

S/ no	Equipment	Specifications	Minimum quantity
1	Acid pumping unit	Diesel Engine Driven, High pressure (maximum discharge pressure 10,000 psi, 3 1/2" Plunger size) triplex plunger pump suitable for handling corrosive fluid with relief valve. All piping shall be suitable for acid pump service.	1 no.
2	Acid Storage Tank	3000 US gallons, acid resistant suitable for storing acid,	1 no.
3	Acid Tanker	10 kls capacity Acid Tanker suitable for acid transportation	4nos.
4	Water Tanker	20kls capacity Water Tanker for transportation of water	2 nos.
5	Acid Mixing Tank / Vertical mixing tank	Fitted with all accessories facilitating mixing of capacity as per the requirement.	1 no
6	Filtration Unit		As required
7	Water lifting Pump		2nos.(1no standby)
8	Job Parameters Recording Equipment		1no
9	Diesel Engine Driven Genset for well site illumination		2 sets(1 standby)
10	Acid Loading & Unloading pump		As required
11	Mini Field Chemical Lab		As required
12	Portable Bunk House		1 no
13	Low pressure suction connections and high pressure discharge line connections	Acid resistant, Includes check valves, T-joints ,end connections swivels etc	As required
14	Acid Neutralizing tank	20kls capacity	1 no.

**D. EQUIPMENT VINTAGE (YEAR OF MANUFACTURE)**

The vintage of major equipment i.e. Acid pumping unit, Acid Tanker and Acid Loading & Unloading pump to be deployed by the bidder for Acidization operation shall not be more than 3 (three) years as on bid closing date.

**E. ALLOWABLE SIZE OF THE EQUIPMENT:**

The approximate permissible dimension and weight for each of the mobile units are as shown below.

- Length : 9.0 Meters.
- Width : 3.5 Meters.
- Height : 3.5 Meters.
- Weight : 50 Tonne (including weight of the vehicle).

For trailer mounted units the following will be applicable.

- If payload is less than 20 tons, 6 X 4 power units or articulated vehicle (tractor with trailer) will be suitable.
- If payload is more than 20 tons, 6 X 6 power units or articulated vehicles will be suitable.

**F. CREATION OF A SUITABLE BASE CAMP:**

- i) The bidder shall arrange to create temporary base camp in and around Duliagan, Assam. The base camp shall be utilized for storing acidization equipment, vehicles, safekeeping of chemicals and other consumables, construction of camp and office for the bidder's personnel etc. at bidders cost.
- ii) Arrangement of Security, Water supply, Electricity and Fuels etc. required for the base camp shall be the bidder's responsibility.

**G. SUPPLY OF ALL CHEMICALS, CONSUMABLES AND TOOLS AND TACKLES REQUIRED FOR SUCCESSFUL COMPLETION OF ACIDIZATION OPERATIONS**

- i) The bidder shall arrange for and supply all the chemicals (Acids, Corrosion inhibitors, Iron-control agents, Water-wetting surfactants, Mutual solvents, De-emulsifiers, clay stabilizers etc.) as necessary for effective acidization operation.
- ii) The bidder shall arrange and supply necessary fuels, lubricants etc. for operation & maintenance of their equipments and vehicles.
- iii) The bidder shall arrange for all necessary tools and tackles required for execution of the jobs.
- iv) Supplying and transporting chemicals, fuels and other consumables to the well site is the bidder's responsibility. The bidder shall arrange for necessary transportation facilities for supply of chemicals, fuels and other consumables in a safe manner so that there is no disruption in acidization operation. The contractor is accountable for any spillage during transportation resulting in safety or pollution hazard and thereby to take corrective measures as and when required.

- v) The company normally will provide the source of water needed for the acidization operation. The source may be within the range of 25 Km from the site of operation. The bidder shall arrange for transferring the water from the source to the work place with the help of Water Tankers. In remote locations, where transporting of water is not feasible the bidder shall arrange and sink tube wells at the well site. The bidder shall arrange for lifting water with this arrangement.

H. SUPPLY OF REQUISITE MANPOWER

The Contractor shall provide competent and experienced manpower as per clause No. 7.0 and clause 9.0 of Part-3, Section-II of this contract to carry out all jobs covered by the Contract in a professional and efficient manner.

I. ACIDIZATION JOB EXECUTION

- i) After the acidization program is finalized, the bidder shall arrange for placement of all the equipment at site. The bidder shall make a visit of the scheduled site prior to transferring of the materials. If any civil works is needed to facilitate the acidization operation, it should be intimated to the company's representative. The company will arrange to prepare the well plinth and the approach road to suit for vehicular movement and placement of equipment. Necessary transport services like crane, loader etc. required for transferring of the equipment and acid and other chemicals from the bidder's base/ preceding work site to the scheduled work site shall be arranged by the bidder at their own cost. The bidder may hire such support services from the other service providers. The bidder shall arrange necessary vehicles for movement of their personnel.
- ii) The bidder shall execute the matrix acidization operations involving the following basic procedural steps, but the operational steps may vary from case to case depending upon the programs for individual wells:
- Tubing Integrity test
  - Acid pickling
  - Well bore clean out
  - Acid Preflush
  - Low strength main acid
  - High strength main acid
  - Overflush
  - Foam diverter ( CTU, NPU if required for the job shall be provided by the company)

iii) The Company retains the right to abandon Acidization operation in a well, at any stage, for any of the following reasons or for reasons beyond control of the Company –

- a) No improvement in injectivity after the prerequisite job prior to execution of the main acid job
- b) Surface and downhole complicity like casing damage, tubing puncture, leakage in well heads etc.

J. WASTE MANAGEMENT

All out effort shall be put by the bidder to protect the environment from any kind of pollution arising out of acidization treatment. The equipment, material etc. used for the purpose shall be of environment friendly in nature as far as possible. Noise level of the equipment used for acidization shall be within the limit of 90 db. The bidder shall design the acid job in such a way that the amount of waste is kept at its minimum. Spent or Unspent acids, reaction products and other chemicals exposed to the surface shall be neutralized with proper neutralizing agent. Neutralization tests are to be conducted by the bidder to ensure complete neutralization. Samples of the acids and chemicals are to be tested at the Field Lab by the bidder and certified. The certificates are to be submitted to the Company.

The bidder has to dig out an earthen pilot pit. The size of the pit should be such that it accommodates 1.5 times the total volume of the return acid plus the neutralizing agent. The pit should be fenced with 04 feet high jingle wire fence with concrete posts to protect men & animals from accidentally falling into the pit. A safety sign board is also to be made and grouted inside the fence. Additionally, the earthen pit is to be covered with HDPE lining(min. 300 gsm thick) so that the pollutants will not be allowed to come in contact with ground water. All the statutory rules & regulations related to HSE (Health, Safety & Environment) imposed by different statutory bodies & agencies in upstream oil sectors not limited to (Oil Mines Regulations'84, OISD standards, Hazardous Waste Management and Handling Rules 2008, SPCB & CPCB) must be complied in totality.

K. MONITORING & PERFORMANCE EVALUATION AND GENERATION OF REPORTS

i) The bidder shall monitor and evaluate the effectiveness of the acid treatment in different stages of operation. The following primary requirements shall be included by the bidder in their Monitoring & evaluation process:

- Pressure monitoring during injection
- Flow back sample analysis
- Production or Injection Rate comparison before and after the acid treatment and analysis of various other parameters.

- Well Test analysis (Skin removal)
  - Payout and ROI (return on investment)
- ii) The acidization set shall be equipped with on-site, real-time data acquisition and evaluation system to acquire and analyze the data in the well site itself. The unit shall be compatible with Microsoft Operating System and shall be capable of providing all the real time data and transferring necessary files in a commercially available pen-drive or CD.
- iii) Unspent acid compositional analysis shall be carried out by the contractor to shed light on the performance of the acid job.
- iv) Comparison of production rates for production well and injection rate in case of injection & disposal wells (before and after) will be the ultimate yardstick for performance evaluation. The company will monitor and record the relevant production/ injection data pre and post treatment and the same will be furnished to the bidder for further analysis. The bidder shall prepare a data sheet in regards to production rate comparison and the company will try to furnish the same in that format.
- v) Post-stimulation well testing has been suggested to determine the pretreatment and post treatment skin values preferably identifying damage skin. The bidder shall prepare a plan of such testing in consultation with the company. Role and responsibility of both the parties shall be worked out at the time of planning the job.
- vi) Evaluation of payout and Return on Investment (ROI) for individual wells as well as a group of certain number of treated wells shall be carried out by the bidder. Necessary cost and return input needed for the exercise shall be provided by the company.
- vii) The bidder shall keep a record of all the parameters evolved during the above-mentioned process and generate a comprehensive report covering the following minimum aspects:
- Acidization Program
  - Work plan specifying amount of acids and other chemicals to be used in various stages, planned pumping pressure, pumping rate, retention time etc.
  - Recording of Observations and parameters at the time of actual field operations
  - Post treatment performance evaluation
  - Suggestions for future course of action if any.
- viii) The bidder shall submit the report to the company in hard copies (3 copies each) as well as in soft copies. If the data gathered during



the process of acidization is large in volume the bidder may submit the same in storage device like CD etc.

L. TRAINING OF OIL'S PERSONNEL.

i) The bidder shall impart training to at least 12 OIL's personnel at Company's headquarters, Duliajan free of cost on all aspects of types of stimulations covering the followings:

- a) Data analysis and candidate selection for acid treatment
- b) Job design (including preparatory Work) for individual wells
- c) Job execution, including operation of tools and equipment
- d) Testing and evaluation of executed jobs.

ii) The training schedule will be divided into two modules:

- a) Class room training on all theoretical aspects
- b) On the job training during actual job operations.

4.0 SUCCESS OF THE ACIDIZATION JOB:

An acidization job will be termed as "successful" job if a minimum 80% of the designed treated volume agreed upon by the contractor and OIL is pumped into that particular well. The designed treated volume shall comprise of chemicals, consumables, additives etc. for well bore cleanout, acid preflush, low strength main acid, high strength main acid and overflush.

Any unsuccessful job would result in no payment for operating day rate charge, cost of chemicals, additives, consumables etc. for that job.

5.0 REPRESENTATIVE WELL DATA:

The representative well data for oil producing well, water injection well and Formation water disposal well is furnished below. The data given with the bid is purely of approximation in nature. Actual data for individual wells shall be provided to the bidder at the time of designing of the acid job. The objective of the furnishing the representative data with the bid is to help the bidder in selecting the appropriate kind of acidization method, requirement and sizing of equipment, estimated quantity of chemical, additives etc.

REPRESENTATIVE WELL DATA OF A WATER INJECTION WELL AND OIL WELL

<u>CASING</u> <u>INFORMATION</u>		
OD	inch	5.500
I.D	inch	4.778
Weight	lb/ft	20
<u>TUBING</u> <u>INFORMATION</u>		
OD	inch	2.875

I.D	inch	2.441			
WEIGHT	lb/ft	6.5			
<u>RESERVOIR DATA</u>					
FORMATION		TIPAM	BARAIL	LK+TH	LANGPAR
POOL DEPTH FROM DATUM LEVEL (REF. DATUM 91.44 M ABOVE MSL),	mtr	2000.0 - 2600.0	2500.0 - 3015.0	3500.0 - 3800.0	3800.0 - 4500.0
CURRENT POOL PRESSURE AT DATUM LEVEL	kg/cm <sup>2</sup>	120 - 250	45 - 230	280 - 320	400 - 430
PERMIABILITY		1 md - 500 md	1 md - 500 md	100 md - 2 d	500 md to 4 d

#### REPRESENTATIVE WELL DATA OF A WATER DISPOSAL WELL

AVERAGE WELL DEPTH: 1500 mtr

<u>Casing information</u>		
OD	inch	5.500
I.D	inch	4.778
Weight	lb/ft	20
5.1/2" Baffle Collar at	m	1488.5
5.1/2" Casing Shoe at	m	1501.50
<u>Tubing information</u>		
OD	inch	2.875
I.D	inch	2.441
Weight	lb/ft	6.5

#### 6.0 HEALTH, SAFETY & ENVIRONMENT (HS&E) POLICY:

The Bidder must have an own well defined HS&E policy to realize the highest achievable safety standards of work safety and health and protecting the environment. The policy shall be adaptable to complying all local, state and industry regulations & standards relating to Health, Safety and Environment.

OIL has also an HS&E policy in place covering different applicable industry standards and regulations. Moreover the policy is guided by the statutory and Government directives.

The bidder shall make a comprehensive HSE policy in consultation with OIL complying local and state regulations for storage, transportation and handling of hazardous chemicals and operation at well site. The comprehensive HSE policy shall be in place and signed by OIL and the bidder 30 days before the starting of the 1st acid job.

- i) Safety: The Bidder shall observe such safety regulations in accordance with acceptable oilfield practice and applicable Indian Laws. The Bidder shall take all measures reasonably necessary to provide safe working conditions and shall exercise due care and caution in preventing fire, explosion or pollution. Bidder shall conduct such safety drills, Tool box meetings, etc. as may be required by company at prescribed intervals.
- ii) The Bidder shall provide all necessary fire fighting and safety equipment as per laid down practice as specified under OISD - STD - 189 and 142 and OMR and Pollution control board ( Assam ).
- iii) Fire protection at the base camp and well site during the time of acidization shall be the responsibility of the Bidder. Necessary action shall be taken and prior arrangements to be made for providing competent persons trained in the field of fire fighting at the well site. The bidder must have a contingency plan to meet any pollution emergency.
- iv) Documentation, 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 policy as well as emergency procedure manual / contingency plans for pollution control should be kept at site. Compliance of these shall be the sole responsibility of the Bidder.
- v) First Aid Kit: An adequate and approved first aid kit shall be provided at work site with all medicines as recommended by John Ambulance.
- vi) CAMP AND OTHER ESTABLISHMENT: Suitable camp facilities for Bidder's personnel including catering services shall be Bidder's responsibility.
- ix) COMMUNICATION SYSTEM: Suitable communication system like WLL/ Cell phone is to be provided by the Bidder for effective communication from the wells as well as from the base camp.
- x) STAND BY VEHICLE: A standby vehicle should be made available by the bidder at well site during Acidization for emergency mobilisation of personnel to hospital in case of injury/accident.

6.1 In addition to the above, the bidder may refer to Annexure-B of Section II Part 3 ("HEALTH, SAFETY AND ENVIRONMENT [HSE] SPECIFICATIONS").

7.0 PERSONNEL TO BE DEPLOYED

- i) The Bidder shall provide competent, qualified and adequately experienced personnel for carrying out jobs as mentioned in scope of work correctly and efficiently. Personnel provided by the Bidder shall observe all safety and statutory norms applicable to the Company. Their performance shall be to the satisfaction of the Company and the Bidder shall be willing and ready to replace, at their own expenses, any of their personnel who are not found suitable by the Company.
- ii) Maintain a highly skilled technical staff to render the services and capable of making the best use of the equipment so as to ensure the highest degree of accuracy and reliability of the works/data gathered.
- iii) BIDDER shall submit CVs of the personnel to the COMPANY for approval prior to the commencement of the Operations.
  - The Expatriate personnel of the Bidder shall possess a MHA (Ministry of Home Affairs) clearance and the Bidder shall ensure that the MHA clearance is obtained at his own responsibility and cost prior to any expatriate personnel mobilized to the field.
  - Personnel provided by the Bidder shall observe all safety and statutory norms applicable to the Company.
  - Personnel deployed by the Bidder shall be fluent in English/local language.
  - The following skilled personnel, required for execution of the contract shall have to be deployed by the bidder. The bidder shall be required to furnish certificates of experience of the personnel deployed by them.

POSITION	MINIMUM EXPERIENCE	NUMBER OF PERSONNEL
Works Manager	05 Years for Engineering Graduate or 7 years for Engineering Diploma holder	1
Acidizing Supervisor	03 Years	1
Acidizing Operator	03 Years	2
Technician	03 Years	1

Note: The above list of key personnel indicates the minimum requirement. The Contractor will need to make provisions for additional manpower that may be required for execution of the Contract smoothly. The detailed bio-data of the personnel and the number of additional

personnel planned to be deployed must be submitted with the technical bids.

#### 8.0 COMPANY'S REQUISITES

- Bidder shall, prior to mobilization, furnish to Company a list of all personnel who are to perform the Services. The list shall show each person's qualifications, details of work history and previous employment with dates, training courses attended, and copies of all pertinent certifications. Personnel must have good skill in writing and speaking English.
- If the Bidder plans to change any personnel from the list, the Bidder shall notify Company in advance of the intended change and give Company the above mentioned particulars of the new person.
- Company reserves the right to reject any person on such list, and any subsequent changes to the list.
- A notice period of one week shall be given to mobilize personnel.

9.0 KEY PERSONNEL: The qualification and experience of the key personnel are to be as under:

##### 1) WORK MANAGER:

- i) Shall be engineering graduate or equivalent with sound health and shall have minimum of 5 years of work experience in E&P business out of which 03 years experience in Well Stimulation Service

OR

- Shall be Engineering Diploma holder with sound health and shall have minimum of 7 years of work experience in E&P business out of which 05 years experience in Well Stimulation Service
- ii) Shall be well conversant with operation, maintenance of equipment deployed and safety precaution to be followed during the operation of the equipment.
- iii) Shall be capable of designing, executing and evaluating the acidization job.
- iv) Shall be well conversed with all applicable Indian/International laws, act, regulation pertinent to Safe and pollution free Oil Field practice.
- v) Shall have good skill in writing and speaking English.

##### 2) ACIDIZING SUPERVISOR:

- i) Shall be of sound health and have minimum of 03 years of work experience in Well stimulation service.
- ii) Shall have sound knowledge on chemicals used in acidization job and experience in handling acid and other chemicals.
- iii) Shall be capable of writing and speaking in English.
- iv) Shall be capable of taking up the overall responsibility of the field operation.

- v) Knowledge of Minimum Oil Field Safety and pollution regulations.
- 3) Acidizing Operator:
- i) Shall be of sound health and have minimum of 03 years of work experience in Well stimulation service
  - ii) Shall be capable of writing and speaking English.
  - iii) Shall be conversant with well control methods to take independent decisions in case of well emergencies.
- 4) Technician
- i) Shall be of sound health and have minimum of 03 years of work experience in maintenance of Well stimulation equipment
  - ii) Shall be capable of writing and speaking in English and local language.

NOTES:

- 1) An undertaking from all the personnel as per Proforma (Annexure-III) shall be forwarded after deployment of manpower prior to mobilization.
- 2) The personnel deployed by the bidder shall comply with all the safety norms applicable during operation.
- 3) For driving the vehicles/units on road, the bidder shall ensure that the driver possesses necessary valid and proper licenses conforming to Indian Motor Vehicle Act.
- 4) Medical Fitness :  
The Bidder shall ensure that all of the Personnel deployed under the contract shall have had a full medical examination from qualified and registered doctor in accordance with accepted medical standards.
- 5) Training Courses :
  - ✓ The Bidder shall ensure that all of the Bidder Personnel performing services hereunder shall have attended all safety and operational training courses such as mines vocational training or equivalent required by applicable law and as is generally consistent with international petroleum industry practice and/or as otherwise required by the Company.
  - ✓ The bidder shall, if requested, forthwith produce valid and current certificates of completion or attendance for the Company's inspection.
- 6) Personnel shall be versed in fire fighting, handling of hazardous chemical, Gas testing etc. The appropriate certificates to this effect also should be submitted prior to mobilization.

- 7) Work Manager shall co-ordinate day to day operations smoothly and in professional manner. He shall visit Company's representative office everyday for taking necessary instruction for the operation.
  - 8) Bidder shall deploy other personnel which shall include drivers, security men, (both at well site and camp site), services of unskilled labour.
  - 9) On/off duty details of acidization jobs and associated service personnel shall be indicated.
  - 10) Employment of personnel other than key persons shall be at the discretion of the contractor to run all operations at work site and camp successfully.
  - 11) The Bidder shall forward the list of personnel deployed along with bio-data / qualification/ experience / track record of the personnel prior to mobilization of the equipment with all supporting documents. Any additional manpower deployed by the bidder shall be at the expense of the Bidder.
  - 12) The age of all the key personnel should not be more than 60 (Sixty) years (supporting document to this effect shall be submitted).
  - 13) The bidder shall be responsible for arranging relief of personnel during vacation, statutory off days, sickness etc. entirely at their cost. However, the relief personnel also shall have the experience as indicated above. Moreover, the bidder shall have to obtain prior approval from the Company for the relief personnel of the bidder.
  - 14) Company reserves the right to instruct for removal of any Bidder's personnel who in the opinion of company is technically not competent or not rendering the services faithfully, or due to other reasons. The replacement of such personnel will also be fully at cost of the Bidder and the Bidder shall have to replace within Ten (10) days of such instruction.
  - 15) All charges for personnel are included in Day rates. No separate charges shall be payable for the personnel deployed.
  - 16) The bidder shall also depute a Petroleum Engineer/Reservoir Engineer for selection of candidate wells and design of the acidization program during the currency of the contract. The petroleum engineer/ Reservoir Engineer should have an experience of minimum 5 years in E&P business out of which at least 3 years should be in reservoir engineering discipline.
10. SUBMISSION OF DOCUMENTS: In support of BRC/BEC criteria, the bidder has to submit the following documents with the technical bid:



- (I) For Clause 1.1 of BRC/BEC:
- (a) Documents establishing successful execution of jobs mentioned in Clause 1.1 of BRC/BEC shall be submitted along with the bid. These documents shall be in the form of -
- (i) Copies of relevant pages of contract showing number of wells and period of contract and Scope of work etc.
- (ii) Completion Certificate(s) issued by the client(s), Payment certificate or any other certificate which substantiates successful execution of jobs along with contact details of the issuing person/organization.
- b) In case the above documentary evidences mentioned above are not available with the bidder at the time of submission of the bid or in case any of the document (s) is confidential in nature and cannot be shared, then the CEO/CFO of that bidding company must give an undertaking to the effect that his company has executed / fulfilled all the requirements of clause no. 1.1 to the best satisfaction of their clients.
- (II) For Clause 1.2 of BRC/BEC:
- Documentary evidences in the form of audited Balance sheet and Profit and Loss Account for the last 3 (three) years ending 31.03.2013 or 31.12.2012, whichever is applicable shall be submitted along with the Techno-Commercial Bid. In case the audited Balance sheet and Profit and Loss Account submitted along with bid are in currencies other than INR or US\$, the bidder shall have to convert the figures in equivalent INR or US\$ through a certified Chartered Accountant, considering the prevailing conversion rate on the date on which the audited Balance sheet and Profit and Loss Account were signed. In case the bidder is a subsidiary company and does not prepare accounts separately, accounts of the parent company along with a certificate from CEO/CFO stating that the accounts of the bidder are not prepared separately shall be submitted.
- (III) For Clause 2.0 of BRC/BEC- Bids from Indian Company / India Joint Venture Company with Technical Collaboration/ Joint Venture Partner:
- a) Documents establishing successful execution of jobs mentioned in Clause 2.0 A) of BRC/BEC shall be submitted along with the bid. These documents shall be in the form of -
- (i) Copies of relevant pages of contract showing number of wells and period of contract and Scope of work etc.
- (ii) Completion Certificate(s) issued by the client(s), Payment certificate or any other certificate which substantiates successful execution of jobs along with contact details of the issuing person/organization.

- b) Documents establishing the experience of the technical collaborator shall be submitted as mentioned in Sr.No (I) above.
- c) Indian bidders quoting based on technical collaboration/ joint venture, shall submit a Memorandum of Understanding (MOU) / Agreement with their technical collaborator/ joint venture partner clearly indicating their roles under the scope of work which shall be addressed to OIL and shall remain valid and binding for the contract period under this tender.
- (IV) For Clause 3.1 and 3.2 of BRC/BEC , in case the subsidiary company is dependent upon the experience of the parent company or vice-versa or on the experience of sister subsidiary/ co-subsidiary company with a view to ensure commitment and involvement of the parent/ subsidiary company for successful execution of the contract, the participating bidder should enclose –
- (i) an Agreement (as per format enclosed at Attachment - I) between the parent and the subsidiary company or vice-versa or Proof of being 100 % subsidiary in the form of Certification of incorporation issued by Register of Companies and Memorandum of Association along with Article of Association
  - (ii) Parent/ Subsidiary Guarantee (as per format enclosed as Attachment – II) from the parent/ subsidiary company to OIL for fulfilling the obligation under the Agreement, along with the techno-commercial bid.
  - (iii) Provided that with a view to ensure commitment and involvement of the ultimate parent/holding company for successful execution of the contract, the participating bidder shall enclose an agreement (as per format enclosed at Attachment – III) between them, their ultimate parent/holding company and the sister subsidiary/co-subsidiary company.
- (V) Bid from Consortium of companies
- a) Documents establishing the experience (technical and financial) of the leader of the consortium and the members shall be submitted as mentioned above.
  - b) Consortium bids shall be submitted with a Memorandum of Understanding (MOU) between the consortium members duly signed by the authorized Executives of the consortium members clearly defining the role/scope of work of each partner/member, binding the members jointly and severally to the responsibility for discharging all obligations under the contract and identifying the Leader of Consortium. Unconditional acceptance of full responsibility for executing the 'Scope of Work' of this bid

document by the Leader of the Consortium shall be submitted along with the Techno-commercial bid.

- (VI) Equipment offered – The necessary technical details & literatures of the offered units and accessories are to be submitted by the bidder.
- (VII) The bidder shall furnish duly filled up checklist as per Annexure-A of TOR along with the Techno-Commercial Bid.

Annexure- A of TOR

CHECKLIST FOR DOCUMENTS SUBMITTED

Bidders to mark (√) Confirmed or Not confirmed whichever is applicable

Sl. No	Description	Confirmed	Not confirmed
1	<u>Documents to be submitted for Clause 1.1 of BRC/BEC:</u> Documents establishing successful execution of jobs mentioned in Clause 1.1 of BRC/BEC shall be submitted along with the bid. These documents shall be in the form of - (i) Copies of relevant pages of contract showing number of wells and period of contract and Scope of work etc. (ii) Completion Certificate(s) issued by the client(s), Payment certificate or any other certificate which substantiates successful execution of jobs along with contact details of the issuing person/organization.		
2	In case the above documentary evidences mentioned above are not available with the bidder at the time of submission of the bid or in case any of the document (s) is confidential in nature and cannot be shared, then the CEO/CFO of that bidding company must give an undertaking to the effect that his company has executed / fulfilled all the requirements of clause no. 1.1 to the best satisfaction of their clients.		
3	Documentary evidences in the form of audited Balance sheet and Profit and Loss Account for the last 3 (three) years ending 31.03.2013 or 31.12.2012, whichever is applicable shall be submitted along with the Techno-Commercial Bid. In case the audited Balance sheet and Profit and Loss Account submitted along with bid are in currencies other than INR or US\$, the bidder shall have to convert the figures in equivalent INR or US\$ through a certified Chartered Accountant, considering the prevailing conversion rate on the date on which the audited Balance sheet and Profit and Loss Account were signed. In case the bidder is a subsidiary company and does not prepare accounts separately, accounts of the parent company along with a certificate from CEO/CFO stating that the accounts of the bidder are not prepared separately shall be submitted.		
4	<u>Bids from Indian Company / India Joint Venture Company with Technical Collaboration/ Joint Venture Partner:</u> a) Documents establishing successful execution of jobs		

	<p>mentioned in Clause 2.0 A) of BRC/BEC shall be submitted along with the bid. These documents shall be in the form of -</p> <p>(i) Copies of relevant pages of contract showing number of wells and period of contract and Scope of work etc.</p> <p>(ii) Completion Certificate(s) issued by the client(s), Payment certificate or any other certificate which substantiates successful execution of jobs along with contact details of the issuing person/organization.</p> <p>b) Documents establishing the experience of the technical collaborator shall be submitted as mentioned in Sr.No 1 above.</p> <p>c) Indian bidders quoting based on technical collaboration/ joint venture, shall submit a Memorandum of Understanding (MOU) / Agreement with their technical collaborator/ joint venture partner clearly indicating their roles under the scope of work which shall be addressed to OIL and shall remain valid and binding for the contract period under this tender.</p>		
5	<p>Eligibility criteria in case bid is submitted on the basis of experience of the parent/ subsidiary company:</p> <p>In case the subsidiary company is dependent upon the experience of the parent company or vice-versa ,with a view to ensure commitment and involvement of the parent/ subsidiary company for successful execution of the contract, the participating bidder should enclose as under:</p> <p>(iv) an Agreement (as per format enclosed at Attachment - I) between the parent and the subsidiary company or vice-versa or Proof of being 100 % subsidiary in the form of Certification of incorporation issued by Register of Companies and Memorandum of Association along with Article of Association</p> <p>(v) Parent/ Subsidiary Guarantee (as per format enclosed as Attachment – II) from the parent/ subsidiary company to OIL for fulfilling the obligation under the Agreement, along with the techno-commercial bid.</p>		
6	<p>Eligibility criteria in case bid is submitted on the basis of experience of sister subsidiary/ co-subsidiary company:</p> <p>In case the subsidiary company is dependent upon the experience of sister subsidiary/ co-subsidiary company, with a view to ensure commitment and involvement of the parent/subsidiary company/sister subsidiary company for successful execution of the contract, the participating bidder</p>		

	<p>should enclose as under:</p> <ul style="list-style-type: none"> <li>(i) Provided that with a view to ensure commitment and involvement of the ultimate parent/holding company for successful execution of the contract, the participating bidder shall enclose an agreement (as per format enclosed at Attachment – III) between them, their ultimate parent/holding company and the sister subsidiary/co-subsidiary company.</li> <li>(ii) Parent/ Subsidiary Guarantee (as per format enclosed as Attachment – II) from the parent/ subsidiary company to OIL for fulfilling the obligation under the Agreement, along with the techno-commercial bid.</li> </ul>		
7	<p>Bid from Consortium of companies</p> <p>c) Documents establishing the experience (technical and financial) of the leader of the consortium and the members shall be submitted as mentioned above.</p> <p>d) Consortium bids shall be submitted with a Memorandum of Understanding (MOU) between the consortium members duly signed by the authorized Executives of the consortium members clearly defining the role/scope of work of each partner/member, binding the members jointly and severally to the responsibility for discharging all obligations under the contract and identifying the Leader of Consortium. Unconditional acceptance of full responsibility for executing the 'Scope of Work' of this bid document by the Leader of the Consortium shall be submitted along with the Techno-commercial bid.</p>		
8	<p>The bidders must confirm their compliance in their "Techno-Commercial" bid to complete the mobilization within 150 days from the date of issue of the Letter of award (LOA).</p>		
9	<p><u>Granting of Price Preference to Domestic bidders (applicable to ICB tenders only):</u> A certificate in original from practicing Statutory Auditor engaged by them for auditing their annual accounts, which could establish that not more than 50% 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 price bid. However, copy of the Statutory Auditors certificate indicating sub-contracting details in percentage terms only and with price details blanked out should be submitted in the Techno-Commercial (un-priced) bid.</p>		

Annexure B to TOR

1.0 HEALTH, SAFETY AND ENVIRONMENT [HSE] SPECIFICATIONS

1.1. SCOPE

These specifications establish the 'Health, Safety and Environment [HSE] Management' requirement to be complied with by the Contractors during executing their Job. Requirements stipulated in these specifications shall supplement the requirements of 'HSE Management' given in relevant act(s) / legislation(s).

1.2. HSE OFFICIALS

1.2.1. Designated person shall be appointed to monitor HSE Management system.

1.2.2. Competency criteria

He shall have a minimum qualification of degree in any discipline or Diploma in any engineering discipline or Diploma in Fire & Safety with one year experience in Production or Drilling activity of E&P sector and

- i) Should be capable to frame S.O.P.
- ii) Should be capable to tackle any type of emergency arising out of any accident/incident.
- iii) Should have clear knowledge about different statutory acts, rules and regulations, OISD standards.
- iv) Should have the capability to improve the safety and environment management system.
- v) Should have the capability in modernize the safety and environment management system.
- vi) Should be well conversant in use of computer.
- vii) Should have very good personnel communication skill to deal with public on pollution matters and also to impart training.
- viii) Should have very good skill to liaise with Govt. and other statutory officials.
- ix) Should have capability for risk analysis of critical tasks and advise steps to mitigate hazards

1.2.3. Job responsibility shall be in line with OMR, 1984, Regulation 21&22 but not limited to it. Minimum Job Responsibility shall be as follows:

General Safety:

- i) He shall ensure the observance of the provisions of the Act(Mines Act,1952), regulations and orders made thereunder or any amendments of existing



- ii) The Safety Officer shall inspect, as often as may be necessary, the installations of the mine with a view to identify the dangers which may cause bodily injury or impair health of any person.
- iii) He shall advise/inform the Installation manager/ Officer in charge on measures necessary to prevent dangerous situations.
- iv) He shall enquire into the circumstances and causes of all accidents whether involving persons or not and advise the manager on measures necessary to prevent recurrence of such accidents.
- v) He shall collect, compile and analyse information in respect of accidents and dangerous occurrences with a view to promote safe practices and improvement of working environment.
- vi) He shall organise regular safety education programmes and safety campaigns to promote safety awareness amongst persons employed in the mine.
- vii) He shall see that all new workers and workers transferred to new jobs receive adequate safety training, instructions and guidance.
- viii) He shall maintain a detailed record of work performed by him every day.
- ix) No duties other than those specified above shall be assigned to the safety officer without the written approval of the Regional Inspector.
- x) He shall see the compliance of Occupational Health measures as per the statutes

#### Fire Safety

- i) He shall ensure the observance of the provisions of the Act, regulations and orders made thereunder or any amendments of existing Acts concerning fire detection, fire-fighting systems and shall advise the Installation manager/ Officer in charge on measures necessary to ensure adequate protection against fire.
- ii) He shall ensure proper layout, installation and maintenance of fire-fighting equipment.
- iii) He shall see that contingency plan for likely fire situations are prepared.
- iv) He shall organise regular training of persons employed against the job with particular reference to contingency plan for fire, correct assessment and handling of fire problem.
- v) He shall see that persons employed under the job undertake simulated fire drills atleast once in every month to study promptness of response and effective tactics.

- vi) He shall examine at least once in every quarter all devices and equipment of fire detection and fire-fighting systems in the mine and report any defects in the same to the manger.
- vii) He shall exercise a general supervision and co-ordination during control and extinguishment of any fire in the mine.
- viii) He shall into the causes and circumstances of all fires in the mine.

Environment

- i) He shall ensure the observance of the provisions of the Environment Act 1986, regulations and orders made thereunder concerning fire detection, fire-fighting systems and shall advise the Installation manager/ Officer in charge on measures necessary to ensure adequate protection of Environment
- ii) He shall ensure the observance of the provisions of the CPCB/SPCP guideline & notifications applicable to the nature of job performed under the contract.
- iii) He will comply the directives & recommendations under the Environment Act 1986, regulations and orders made thereunder time to time.

1.3. STATUTE AND STANDARDS

1.3.1. The Mines Act,1952 & (and following Rules and Regulations there under:

- i) Oil Mines Regulation.1984
- ii) Mines Rule,1955
- iii) MVTR,1965

1.3.2. The Environment (Protection) Act, 1986 (amended 1991) and following Rules there under:

- i) The Environment (Protection) Rules, 1986 (amended 2004).
- ii) The Manufacture, Storage and Import of Hazardous Chemicals Rules, 1989 (amended, 1994 and 2004).
- iii) The Hazardous Wastes (Management and Handling) Rules, 1989 (amended 2000 and 2003).
- iv) The Environment Prior Clearance Notification, 2006.
- v) The Chemical Accidents (Emergency Planning, Preparedness and Response) Rules, 1996.

1.3.3. For any HSE matters not specified in the contract document or Acts/rules/regulations/ as mentioned above , the contractor will abide the relevant and prevailing Acts/rules/regulations/ pertaining to Health, Safety and Environment.

1.3.4. All necessary statutory approvals to be taken for the Job to be awarded.

- 1.3.5. OISD STD-114 for SAFE HANDLING OF HAZARDOUS CHEMICALS and IS: 6164, 1971, "CODE' OF SAFETY FOR HYDROCHLORIC ACID" shall be used to describe the properties of hydrochloric acid, the nature of hazards associated with it and essential information on storage, handling, packing, labelling, waste disposal, cleaning and repair of tanks, selection and training of personnel, personal protective equipment and first-aid.
- 1.3.6. Safety Showers and Eye Baths - Readily accessible, well marked, frequently inspected, rapid-action safety showers shall be available in the areas where hydrochloric acid is handled. For specification for industrial emergency showers, eye and face fountains and combination IS 10592 -1982 (reaffirmed 2007) shall be used.
- 1.4. Precautions during acidizing job As OMR,1984
- Precautions during acidizing operations shall comply Regulation 52 of OMR,1984 and any amendment made here after
- (1) Acidizing operations at a well shall be carried out under the direct personal supervision of an official authorised for the purpose.
  - (2) Prior to acidizing operations all pressure lines and associated equipment shall be tested to a pressure one and a half times the expected working pressure.
  - (3) A non-return valve shall be installed in the treating line as close to the wellhead as practicable.
  - (4) The official shall see that -
    - a. No person other than those required for acidizing operation remains in the vicinity of the well;
    - b. Every person handling acid is provided with and uses protective outer clothing, goggles, gloves and footwear; and
    - c. An adequate quantity of lime is readily available and used to neutralize any acid spilled.
- 1.5. SPILL CONTROL PLAN AND EMERGENCY RESPONSE PLAN
- 1.5.1. A Spill control plan shall be developed to contain at least for the following but not limited
- i) During loading or unloading
  - ii) During Transportation
  - iii) During Job
  - iv) Failure of storage facility
- 1.5.2. A Emergency Response Plan to be devolved based on emergency which may arise due to following:
- i) Spill as mentioned in clause 1.4.1
  - ii) Any other accident during loading, unloading, storage, transportation and acidizing job

1.6. GENERAL HSE POINTS

- 1.6.1. It will be solely the Contractor's responsibility to fulfil 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.
- 1.6.2. 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.
- 1.6.3. The Contractor shall prepare written Safe Operating Procedure (SOP) for the work to be carried out, including an assessment of risk, wherever possible and safe methods to deal with it/them. The SOP should clearly state the risk arising to men, machineries & material from the mining operation / operations to be done by the contractor and how it is to be managed.
- 1.6.4. The contractor shall provide a copy of the SOP to the person designated by the mine owner who shall be supervising the contractor's work.
- 1.6.5. Keep an up to date SOP and provide a copy of changes to a person designated by the Mine Owner/Agent/Manager.
- 1.6.6. Contractor has to ensure that all work is carried out in accordance with the Statute and SOP and for the purpose he may deploy adequate qualified and competent personnel for the purpose of carrying out the job in a safe manner. For work of a specified scope/nature, he should develop and provide to the mine owner a site specific code of practice in line.
- 1.6.7. All persons deployed by the contractor for working in a mine must undergo Mines Vocational Training, initial medical examination, PME. They should be issued cards stating the name of the contractor and the work and its validity period, indicating status of MVT, IME & PME.

- 1.6.8. The contractor shall submit to DGMS returns indicating – Name of his firm, Registration number, Name and address of person heading the firm, Nature of work, type of deployment of work persons, Number of work persons deployed, how many work persons hold MVT Certificate, how many work persons undergone IME and type of medical coverage given to the work persons
- 1.6.9. The return shall be submitted quarterly (by 10th of April, July, October & January) for contracts of more than one year. However, for contracts of less than one year, returns shall be submitted monthly.
- 1.6.10. It will be entirely the responsibility of the Contractor/his Supervisor/representative to ensure strict adherence to all HSE measures and statutory rules during operation in OIL's installations and safety of workers engaged by him. The crew members will not refuse to follow any instruction given by company's Installation Manager / Safety Officer / Engineer / Official / Supervisor/Junior Engineer for safe operation.
- 1.6.11. Any compensation arising out of the job carried out by the Contractor whether related to pollution, Safety or Health will be paid by the contractor only.
- 1.6.12. Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the contractor.
- 1.6.13. The contractor shall have to report all incidents including near miss to Installation Manager / departmental representative of the concerned department of OIL.
- 1.6.14. The contractor has to keep a register of the persons employed by him/her. The contractor's supervisor shall take and maintain attendance of his men every day for the work, punctually.
- 1.6.15. If the company arranges any safety class / training for the working personnel at site (company employee, contractor worker, etc) the contractor will not have any objection to any such training.
- 1.6.16. The health check up of contractor's personnel is to be done by the contractor in authorized Health Centers as per OIL's requirement & proof of such test(s) is to be submitted to OIL. The frequency of periodic medical examinations should be every five years for the employees below 45 years of age and every three years for employees of 45 years of age and above.
- 1.6.17. To arrange daily tool box meeting and regular site safety meetings and maintain records.
- 1.6.18. Records of daily attendance, accident report etc. are to be maintained in Form B, E, J (as per Mines Rules 1955) by the contractor (Details in Clause 1.11).
- 1.6.19. A contractor employee must, while at work, take reasonable care for the health and safety of people who are at the employee's place of

work and who may be affected by the employee's act or omissions at work.

- 1.6.20. A contractor employee must, while at work, cooperate with his or her employer or other persons so far as is necessary to enable compliance with any requirement under the act or the regulations that is imposed in the interest of health, safety and welfare of the employee or any other person.
- 1.6.21. Contractor's arrangements for health and safety management shall be consistent with those for the mine owner.
- 1.6.22. In case Contractor is found non-compliant of HSE laws as required company will have the right for directing the contractor to take action to comply with the requirements, and for further non-compliance, the contractor will be penalized prevailing relevant Acts/Rules/Regulations.
- 1.6.23. When there is a significant risk to health, environment or safety of a person or place arising because of a non-compliance of HSE measures company will have the right to direct the contractor to cease work until the non-compliance is corrected
- 1.6.24. The contractor should prevent the frequent change of his contractual employees as far as practicable.
- 1.6.25. The contractor should frame a mutually agreed bridging document between OIL & the contractor with roles and responsibilities clearly defined.
- 1.6.26. 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.
- 1.7. **ADHERENCE TO SAFETY REGULATIONS**
- 1.7.1. Contractor has to follow all the safety rules and regulation of OIL India Limited within the Installation is mandatory.
- 1.7.2. All personnel of Contractor, who would be deployed inside the workplace, should strictly follow all safety rules and regulations. They should be well-conversant with all safety precautions to be followed in the workplace. In addition, the Bidder shall follow all safety codes framed from time to time. Smoking inside the workplace premises is strictly prohibited. No personnel are allowed to possess match boxes, lighters, cigarettes, biddies, transistors, or any other material which may cause fire-hazards.
- 1.7.3. OIL India Limited will not be responsible for any accident/mishap with the Contractor's employees. The Contractor shall take necessary action for his employees in case of any incidents.
- 1.7.4. OIL India Limited shall not provide any medical assistance and shall have no other liability whatsoever except as expressly provided under the Contract.

- 1.7.5. 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.
- 1.7.6. All the personnel employed by the contractor shall attend the safety briefing conducted by OIL prior to start the shooting to aware about hazard, risk and safety.
- 1.8. REQUIREMENTS OF 'HEALTH, SAFETY AND ENVIRONMENT [HSE] MANAGEMENT SYSTEM' TO BE COMPLIED BY BIDDERS
- 1.8.1. Preferably, the Contract should have a documented 'HSE Policy' to cover commitment of their organization to ensure health, safety and environment aspects in their line of operations.
- 1.8.2. The Contractor shall ensure that the OIL's 'Health, Safety and Environment [HSE]' requirements are clearly understood and faithfully implemented at all level, at sites.
- 1.8.3. Contractor shall promote & develop consciousness for health, safety & environment among all personnel working for the Contractor. Regular work-site meetings shall be arranged on 'HSE' activities to cover hazards involved in various operations during executing their jobs, location of First Aid Box, trained personnel to give First Aid, Assembly Points, standby Ambulance or vehicle and fire protection measures.
- 1.8.4. Non-conformance of 'HSE' by Contractor as brought out during review/audit by OIL / external agency authorized by OIL shall be complied by Contractor and its report to be submitted to OIL.
- 1.8.5. Contractor shall adhere consistently to all provisions of 'HSE' requirements. In case of non-compliance of continuous failure in implementation of any of the 'HSE' provisions, OIL may impose stoppage of work and a suitable penalty for non-compliance. The decision of imposing work-stoppage, its extent & monetary penalty shall rest with OIL.
- 1.8.6. All accidents and other personnel accidents shall be investigated for root cause by OIL and Contractor shall extend all necessary help and cooperation in this regard. Recommend corrective and preventive actions of findings will be communicated to Contractor for taking suitable actions should be taken by the Contractors to avoid recurrence of such incidences.
- 1.8.7. Contractor shall assign competent & qualified personnel for carrying out various tasks/jobs as per requirement.
- 1.8.8. All persons deployed at site shall be knowledgeable of and comply with the environmental laws, rules and regulations relating to the hazardous material substances and waste. Contractor shall not dump release or otherwise discharge or dispose of any such materials without the express authorization of OIL.



- 1.8.9. Contractor should obtain all work permits before start of activities [as applicable] like hot work, confined space, work at heights, storage of chemicals/explosive materials and its use & implement all precautions mentioned therein.
- 1.9. HEALTH AND HYGIENE ((MINES ACTS'1952 CLOUSE 19&21; MINES1955, RULE: 31 & 44)  
Drinking water and Other Health & Hygiene facilities shall be as per Mines Acts & all other Rules, Regulations, Directives & Circulars here under.
  - 1.9.1. Availability of sufficient supply of cool and wholesome drinking water
  - 1.9.2. Storage of drinking water(it shall be kept cool in suitable vessels;
  - 1.9.3. Emergency vehicles should be made available by the bidder at well site.
  - 1.9.4. All First-aid equipment and materials as suggested by MSDS and Manufacturer of the chemicals.
  - 1.9.5. First-aid equipment as prescribed in the Third Schedule of for first aid shall be kept as follows:
    - i) A stretcher with two blankets
    - ii) Sets of splints 1.40 metres, 0.90 metres and 0.30 metre, with necessary triangular bandages for applying them
    - iii) First-aid boxes or cupboards containing at least
    - iv) A sufficient supply of large and small sterilized dressing and burn dressings
    - v) A sufficient supply of sterilized cotton-wool and of adhesive plaster A supply of tincture of iodine or other antiseptic solution
    - vi) A supply of roller bandages
    - vii)A tourniquet scissors and safety pins
    - viii) A piece of carbolic soap
- 1.10. FIRE FIGHTING
  - 1.10.1. Electrical Motor/Pump 1 No. DCP,10kg
  - 1.10.2. Electrical Control Room 1 No. 6.8 kg CO2 Extinguisher for each unit & -1 No.DCP for each unit 10kg
  - 1.10.3. Chemical Mixing Tank Area/- Chemical laboratory 1No.DCP,10kg
  - 1.10.4. Near Office 1 No. Fire Extinguisher/Shed with-3 Nos DCP10kg & 2 Nos. Sand bucket
  - 1.10.5. Fire Siren / Bell
  - 1.10.6. Display of signal

1.11. DISPLAY

Following Minimum Display but not limited to these Shall be made at site

- 1.11.1. Site plan and SLD
- 1.11.2. Updated Phone No For Nearest Fire Service & Police Station Displayed
- 1.11.3. Contingency Plan Displayed To Meet
- 1.11.4. Medical Evacuation
- 1.11.5. MSDS for HCL
- 1.11.6. Display Of Prohibitory Sign Like
  - i) No Smoking
  - ii) Photography Prohibited
  - iii) No Naked Lights
  - iv) Unauthorized Entry Prohibited
  - v) Carrying Match Box, Lighters, Explosives Prohibited
- 1.11.7. Display Of Names Of
  - i) First Aid Trained Employees
  - ii) Fire Fighting Trained Employees

1.12. RECORDS TO BE MAINTAINED

- 1.12.1. Pre Job safety audit records
- 1.12.2. Pre job Conference records
- 1.12.3. Pit level meeting
- 1.12.4. Tool box record
- 1.12.5. Action Taken Register
- 1.12.6. Work Permit(Hot/Cold/Electrical etc)
- 1.12.7. Nearmiss records
- 1.12.8. Bridging documents
- 1.12.9. Risk register (Approval/update & date of update)
- 1.12.10. Critical Safety Equipment Performance criteria
- 1.12.11. Monitoring of fencing (weekly)
- 1.12.12. Latest copies of OISD Std relevant to the Job
- 1.12.13. Safety alert Issued by OIL ,OISD etc
- 1.12.14. Appointment of competent person
- 1.12.15. Electrical
  - i) Earth Resistance test records
  - ii) Insulation Resistance test records

- iii) Electrical Supervisor Certificate as per CEA,Regulation,2010
- iv) Appointment of a designated electrical supervisor as per CEA,Regulation,2010
- 1.12.16. Other records as per of Mines Rule-1955
  - i) Form-A (notice of commencement and end of work [Rule 48(1)])
  - ii) Form-B (Bio data of employee [Rule 48(3)])
  - iii) Form-E (Attendance Register [Rule 48(2)&75])
  - iv) Form-O(Initial and periodical medical examination[Rule 29-L])
  - v) Form-J (Accident records [29-R and29-S])
  - vi) Form K (return of minor accident [Rule 76(2)])
- 1.12.17. Training records
  - i) Training matrix
  - ii) MVT certificate
  - iii) First aid trained employee's records
  - iv) Fire fighting trained employees records
- 1.12.18. Fire fighting /Hygiene
  - i) Fire drill records
  - ii) Fire extinguishers records
  - iii) Test Record of Drinking water
  - iv) Pressure Vessel testing
  - v) SRV testing
  - vi) Equipment log book and maintenance records(daily, weekly, fortnightly)
  - vii) High pressure manifold records
  - viii) Calibration Records for pressure gauges

END OF SECTION-II

&&&&&

PART-3

SECTION - III

SPECIAL CONDITIONS OF CONTRACT

- 1.0 DEFINITIONS: Following terms and expression shall have the meaning hereby assigned to them unless the context otherwise requires:
- 1.1 "Equipment" means equipment required for acidization operation complete with pumps, tanks, Genset and other accessories and equipment as listed in the Contract.
- 1.2 "Base" means where the Bidder will establish camp for their equipment and personnel. The Bidder has to carry out maintenance for the equipment in the base camp.
- 1.3 "Operating Area" means those areas in Assam And Arunachal Pradesh where Acidization Operation will be carried out.
- 1.4 "Site" means the land and other places, on/under/in or through which the works are to be executed by the Bidder and any other land and places provided by the company for working space or any other purpose as designated hereinafter as forming part of the Site.
- 1.5 "Company's items" means the equipment, materials and services, which are to be provided by company at the expense of company.
- 1.6 "Contractor's items" means the Acidization Equipment, materials and services, which are to be provided by Bidder to carryout the job satisfactorily, which are listed in section under terms of reference and technical specifications.
- 1.7 "Commencement Date" means the date on which the contractor commence the Acidization operation at the first well under this contract.
- 1.8 "Contractor's personnel" means the personnel as mentioned under section terms of reference and technical specification, to be provided by Bidder to conduct operations hereunder.
- 1.9 "Contractor's representatives" means such persons duly appointed by the Bidder to act on Bidder's behalf and notified in writing to the company.
- 1.10 "Day" means a calendar day of twenty-four (24) consecutive hours beginning at 06:00 hrs. and ending at 06:00 hrs.
- 1.11 "Approval" as it relates to Company, means written approval.
- 1.12 "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.

1.13 "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.

1.14 "Kilometerage Charge" means shifting of required Acidization equipments from one location to next location or to the base camp after completion of operation in the well.

1.15 "Acidization Operation" means all operations required to be carried out pursuant to this contract.

## 2.0 MOBILIZATION

2.1 Mobilization shall be carried out in accordance to Clause No. 2.2, Section-I, part-3.

2.2 COMPLETION OF DEMOBILISATION: Demobilization shall be completed by Bidder 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 the Bidder 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 Bidder's final settlement of bills. In the event all/part of the equipment etc. are transferred by Bidder 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 Bidder shall be fully liable for payment of the customs duty. The area provided to the contractor as base camp also needs to be completely evacuated i.e. camp to be dismantled and area made clean and pollution free.

## 3.0 CONTRACTOR'S PERSONNEL

3.1 Except as otherwise hereinafter provided the selection, replacement, and engagement; Bidder shall determine remuneration of bidder's personnel. Such employees shall be solely of Bidder's employees. Bidder shall ensure that its personnel will be competent and efficient. However, the bidder 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 bidder shall not deploy its personnel unless cleared by the company.

3.2 The Bidder shall have a base office at Base camp at Duliajan to be manned by competent personnel, who shall act for the Bidder in all matters relating to Bidder's obligations under the contract.

3.3 Bidder's Personnel: Bidder shall provide all manpower for necessary supervision and execution of all work under this contract to company's

satisfaction except where otherwise stated. The minimum number of key personnel to be deployed is mentioned in this document.

- 3.4 Bidder shall deploy on regular basis, all category of their employee required for economic and efficient work servicing operations.

4.0 COMPANY'S REQUISITES

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

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

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

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

- 5.1 Bidder shall provide food & services for its own, its sub-contractor's personnel and also for 3 OIL's personnel.

- 5.2 Transportation of Bidder's personnel from base camp to work place will be arranged by Bidder at his cost.

- 5.3 Medical Facilities: The Bidder shall arrange for medical facilities for their personnel. However, OIL may provide services of OIL Hospital as far as possible in emergency on payment.

6.0 CONTRACTOR'S ITEMS

- 6.1 Bidder shall provide equipment and personnel to perform the services under the contract as specified in this document.

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

- 6.3 Bidder shall be responsible for the maintenance and repair of all equipment and will provide all spare parts, materials, consumables etc. during the entire period of the contractual period.

- 6.4 Bidder shall provide all petroleum oil and lubricants (POL) for operation of Bidder's equipment both at well-site and campsite at Bidder's cost. There shall be no escalation in the day rates and others throughout the duration of the contract including extension, if any, on account of any price increase in fuel / lubricants. Bidder shall arrange necessary electricity at campsite at their own cost.

- 6.5 Shutdown of Acidization operation on account of inadequate/delay in supply of bidder's items, including but not limited to, POL, lubricants, personnel etc. will be dealt by the clause No. 15.4 hereunder.
- 6.6 Bid from Primary bidder meeting the experience criteria of the tender as a service provider and submitting bids with the option of provisioning the consumables & chemicals through third party (ies) on direct sale basis to OIL is also acceptable. The primary bidder shall be responsible for Customs clearance of the consumables/chemicals so imported on behalf of OIL and also delivering the consumables/chemicals to the project site or at OIL's designated place with no extra cost to OIL.
- 7.0 CONDUCTING ACIDIZATION OPERATIONS
- 7.1 The Bidder shall carry out all operations mentioned hereunder with due diligence in a safe and workmanlike manner and in accordance with accepted International oilfield practices.
- 7.2 The Acidization equipments and all other equipment and materials to be provided by Bidder shall be in good working condition. The company reserves the right to check the relevant certificates of the equipments, certifying the conditions of the equipment. The contractor needs to provide adequate certificates also certifying the quality of the consumables used in acid matrix job.
- 7.3 Bidder shall be solely responsible for the operation and maintenance of the bidder's Acidization equipments.
- 7.4 Upon completion of a operation in a well, statement stating that the well has been completed in accordance with the terms of this contract and signed by the representatives of both Bidder and Company, will be made available to Company.
- 7.5 Safety: Bidder shall observe such safety/pollution control regulations in accordance with acceptable oil field practice and applicable Indian Laws such as Mines safety rules etc. Bidder shall take all necessary measures reasonably to provide safe working conditions and shall exercise due care & caution in preventing fire, pollution, explosion and blow out and maintain fire-fighting equipment in sound condition at all times during operation. Bidder shall conduct safety drills.
- 7.6 Adverse Weather: Bidder, in consultation with company, shall decide when, in the face of impending adverse weather conditions, to institute precautionary measures in order to safeguard the well, the equipment and personnel to the fullest possible extent.
- 7.7 AMENDMENTS OF COMPLETION PROGRAMME: It is agreed that Bidder shall carry out matrix acidization operations in accordance with the programme furnished to OIL, which may be amended from time to time by reasonable modification as OIL deems fit, in accordance with good oil field practices.



8.0 BIDDER'S SPECIAL OBLIGATIONS

- 8.1 It is expressly understood that Bidder is an independent party/Bidder and that neither it nor its employees and its subcontractors are employees or agents of company; provided, however, company is authorised to designate its representative, who shall at all times have access to the Acidization equipments, related equipment and materials and all records, for the purposes of observing, inspecting and designating the work to be performed hereunder by Bidder. The Bidder may treat company's representative at well site as being in charge of company's designated personnel at well site. The company's representative may, amongst other duties, observe, test, check and control implementation of Acidization operations, equipment and inspect works performed by contractor or examine records kept at well site by Bidder.
- 8.2 Compliance With Company's Instructions: Bidder shall comply with all instructions of Company consistent with the provision of this Contract, but not limited to Acidization programme, safety instructions, confidential nature of information, etc. Such instructions shall, if Bidder request, be confirmed in writing by company's representative.
- 8.3 WELL RECORDS: Bidder shall keep/provide the record of operation on daily basis of each well to the Company's Representative.
- 8.4 Confidentiality of Information: All information obtained by Bidder in the conduct of operations hereunder shall be considered confidential and shall not be divulged by Bidder or its employees to any one other than company's representative. This obligation of Bidder shall be in force even after the termination of the Contract.
- 8.5 In case any company's items is provided to the bidder as an assistance for execution of acidization job , Bidder shall carry out normal maintenance of these items at well site excepting for those items which Bidder is not qualified to, or cannot maintain or repair, with its normal complement of personnel and equipment.
- 8.6 Bidder shall provide the list of items if any to be imported in the format specified in Proforma-A for issuance of recommendatory letter to Directorate General of Hydrocarbons (DGH), New Delhi for clearance of equipment from Indian customs at concessional (nil) rate of customs duty.
- 8.7 Bidder 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 equipment/material to Work place shall be Bidder's responsibility.

8.8 In case the Bidder imports the equipment etc. on re-export basis, the Bidder 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 Bidder should arrange for re-export of equipment within 60 days of notice of demobilization issued by the Company. If the re-export is not completed within the specified period, the company shall in no way be responsible for the additional custom duty/ penalty etc imposed by Indian government. The company reserves the right to withhold the payment till all such equipments are exported back and the site/base camp cleared off. Customs duty, penalty etc. levied by customs authorities for such delay shall be to Bidder's account and the same will be deducted by the Company from Bidder's bills and security deposit.

9.0 LOSS OR DAMAGE TO HOLE:

9.1 Notwithstanding anything else contained herein to the contrary, the Contractor shall not be liable or responsible except in cases of gross negligence or willful misconduct on account of the contractor, for or in respect of:

i) any sub-surface damage (including but not limited to damages or loss of a well or reservoir or formation, the loss of any oil or gas there from), or any surface loss or damage or injury or death arising out of a sub-surface damage; and/or

ii) blowout, fire, explosion or any other uncontrolled well condition; and/or

iii) damage to, or loss of oil or gas from any pipelines, vessels or storage or production facilities; and/or

iv) any loss or damage or injury or death whatsoever, direct or consequential, including liability arising from pollution originating below the surface and any clean up costs, whether caused by their personnel or Equipment or otherwise arising from or in any way connected with such sub-surface Operations or in performing or attempting to perform any such Operations

v) third party liabilities arising out of the above irrespective of the cause and the Company agrees that it shall absolve the Contractor and protect, defend, indemnify and hold the Contractor and its subcontractors, its agents and its parents, subsidiaries and affiliates, its other contractors and/or its and their directors, officers, employees, consultants and invitees harmless from and against all claims, suits, demands and causes of actions, liabilities, expenses, costs and judgments of every kind and character (including without limitation for the loss or damage of any property, or the injury or death of any person), without limit, in favour of any person, party or entity, resulting from any of the above, including costs incurred by Company in this respect.

9.2 Damage or loss of the Acidization equipments:

a) The Bidder shall at all times be solely responsible for any damage to or loss or destruction of the Acidization equipments and its other property irrespective of how such loss, damage or destruction is caused, and even if caused by the negligence of the agents, nominees, assignees, Bidders and subcontractor, and Bidder 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.

b) If the Acidization equipments 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 Acidization equipments 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 Acidization equipments except for its payment of money then due or liabilities to be charged in respect of work already done under this contract .

9.3 OIL'S EQUIPMENT: Bidder 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 Bidder, the Bidder shall compensate OIL adequately.

9.4 BLOWOUT OR CRATER: In the event any well, while carrying out Acidization operation hereunder, shall become uncontrolled creating pollution hazard due to negligence of Bidder, Bidder will bear the entire cost and expenses of bringing the well under control and shall indemnify and hold company harmless in this regard. This provision is not to be interpreted as company assuming any liability for loss of property, damages, loss of life or injuries caused by such a situation to environment or human beings, except as otherwise provided under the terms and conditions of the contract.

9.5 Use of Contractor's Equipment: Company shall have the right to direct the bidder to use the Acidization equipments and all the contractor's equipment provided under the contract during such times as company or both company and the Bidder are engaged in bringing the situation under control.

9.6 Pollution and contamination: Notwithstanding anything to the contrary contained herein, it is understood and agreed by and between the Contractor and Company that the responsibility for pollution or contamination shall be as follows:

i) The Contractor shall assume all responsibility for cleaning up and controlling pollution or contamination which originates from Contractor's equipments and facilities above the surface.

ii) Company shall assume all responsibility for (including control and removal of the pollutant involved) and shall protect, defend and save the

Contractor harmless from and against all claims, demands and causes of action of every kind and character arising from all pollution, contamination, which may occur from any cause, save and except pollution or contamination for which the Contractor assumes liability in terms of Sub-clause (a) above.

iii) In the event, a third party commits an act or omission which results in pollution or contamination for which either the Contractor or Company, for whom such party is performing work, is held to be legally liable the responsibility therefore shall be considered as between the Contractor and Company, to be the same as if the party for whom the work was performed and all of the obligations respecting defiance indemnity, holding harmless and limitations of responsibility and liability, shall be specifically applied."

#### 10.0 CUSTOMS DUTY

- 10.1 Company shall use 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 for re-import. 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.
- 10.2 Contractor 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 made 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 arising solely as a result of any default on the part of the Contractor.
- 10.3 All imports and import clearances under the contract shall be done by the contractor and OIL shall not provide any assistance in this regard.
- 10.4 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, (for the first time import) and at actuals (for subsequent imports), 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.

- 10.4.1 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.
- 10.5 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.
- 11.0 CONFIDENTIALITY: Bidder agrees to be bound by professional secrecy and undertake to keep confidential any information obtained during the conduct of well operations, including, but not limited to, formations encountered, testing and surveying of the well. And to take all-reasonable steps to ensure the contractor's personnel likewise keep such information confidential.
- 11.1 This obligation shall keep in force even after the termination date and until such information will be disclosed by company.
- 11.2 Bidder shall handover to company all company's documents or drafts concerning operations carried out and which are still in its possession before transferring the equipments /Unit to another sphere.

11.3 Bidder shall forbid access to the equipments /Unit to any people not involved in the well operations or not authorised by the company to have access to the equipments /Unit. However, this provision is not applicable to any Government and/or police representative on duty. The bidder has to arrange on its own for the security of all the equipments being used for acidization job at site and company in no way will be responsible for any damage caused to the equipments by miscreant/theft etc.

12.0 RIGHTS AND PRIVILEGES OF COMPANY:

Company shall be entitled –

12.1 To check the Acidization equipments and other Bidder's items before the commencement of operation. 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 Bidder's items listed therein, the contractor may not be allowed for commencement until the contractor has remedied such default.

12.2 To approve the choice of sub-contractors for any essential third party contract, concerning materials, equipment, personnel and services to be rendered by bidder. Sub-contract may be entered into by bidder only after company's approval. However the company bears no liability to such subcontracts.

12.3 To check, at all times, Bidder's stock level, to inspect Bidder's equipment and request for renovation or replacement thereof, if found in unsatisfactory condition or not conforming to regulations or specifications.

12.4 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 turns into a danger to personnel on or around the well.
- d) Contractor's insurance in connection with the operations hereunder is found by company not to conform to the requirements set forth in the contract.
- e) Bidder fails to meet any of the provisions in the contract.
- f) Any shortage in key/additional (compulsory) personnel and inadequacy of other personnel.

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

13.0 EMERGENCY

13.1 The company reserves the right to use the manpower and equipments of the bidder in the advent of any emergency like situation leading to uncontrollable pollution.



- 14.0 HEADINGS: The headings of the clauses of the contract are for convenience only and shall not be used to interpret the provisions hereof.
- 15.0 LIQUIDATED DAMAGES & PENALTY
- 15.1 Mobilization shall be completed and Work shall commence within 150 days from the Date of issue of LOA about award of the Contract.
- 15.2 For default in timely mobilization, the Contractor shall pay to the Company liquidated damages at the rate of 0.5% of the 1 year Contract value for delay of each week or part thereof, subject to a maximum of 7.5% of the 1 year Contract value. The 1 year Contract value will be equal to the Mobilization Charges plus one-fourth of the remaining contract value (i.e. excluding mobilization charge). Liquidated Damages will be reckoned from the date after expiry of the scheduled mobilization period till the date of actual completion of the mobilization as defined in clause no.2.0 of Section – III.
- 15.3 If the Contractor fails to mobilize within 255 days from the issue of LOA the Company reserves the right to cancel the Contract without any compensation whatsoever.
- 15.4 Contractor shall be liable for PENALTY for suspension of operation due any of the following reasons:
- I. Delay in reporting to well site
  - II. Failure of Contractor's equipment(s)
  - III. Non availability of consumables and/or Contractor's personnel
  - IV. Any other reasons attributable to Contractor
- a) The bidder shall be provided 4 (four) hours time to rectify their problems and to resume operation. After expiry of the allowable 4 hours time, no payment will be made for Daily rental charge for equipment and Operating day rate charge on pro-rata basis for the suspension/shutdown period. In addition to that a penalty of 15% on proportionate operating Day rate charge and daily rental charge will be levied for the shut down period.
- b) The total no. of days required to complete a particular job will be mutually agreed upon by the Contractor and Company and shall be mentioned in the individual work order. In case delay occurs in timely execution of individual jobs beyond the stipulated time period due to reasons attributable to Contractor, no operating day rate charge shall be payable to the contractor for the excess time.
- Note: In case of delays occurring due to reasons mentioned in 15.4 a), additional time equal to the shut down period (beyond the time agreed upon in the work order) will be provided to complete the job. This additional time will not be under the purview of the clause 15.4 b) as necessary penalty has already been imposed for such delay vide clause 15.4 a).
- 15.5 In case of inordinate delays attributable to the Contractor in any stage of contract period the Company also reserves the right to discontinue acid matrix job operations in the well in which case no charge for that well shall be payable to Contractor. Company's decision in such matters shall be final and binding on the Contractor.



**16.0 SHIFTING OF EQUIPMENT**

16.1 Bidder shall take utmost care for the shifting of the equipment from the base camp to the first location and/or subsequent location(s) and back to the base camp within the specified time. The essence of time is important in this contract. The bidder shall put best efforts so that the equipment to be shifted from one location to another location and also from the base does not take more than 1 hour per 15 km.

16.2 The shifting of acidization equipment will include the clearing of well site from all materials, parts of equipment etc. and made free from all pollution.

**17.0 DISCIPLINE:**

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

**18.0 ENVIRONMENT MANAGEMENT**

18.1 Bidder shall ensure that there is no pollution either of water, air or sound during the operation. Bidder shall be more careful and checked for any leakage from valves, glands, hoses etc. and immediate corrective action to be taken for such leakages to avoid any pollution problems. Bidder shall inform of such leakages immediately to the Company's Representative.

19.0 The Bidder shall not make Company liable to reimburse the Bidder to the statutory increase in the wage rates of the contract labour appointed by the Bidder. Such statutory or any other increase in the wage rates of the contract labour shall be borne by the Contractor.

20.0 Any permission from the Mines Directorate in connection with working in excess of 8 (eight) hours per day shift pattern by the Bidder shall have to be arranged by the Bidder before commencement of the Contract, in consultation with the Company. Moreover, since the Contractor's personnel engaged shall be working under the Mines Act and Oil Mines Regulations, the Bidder shall have to obtain any other relevant permission from the Mines Directorate to engage their employees in compliance with various procedures as per Mines Act. In case of any breach of procedures under Mines Act, Pollution Control Board (Assam) the Bidder shall be held responsible and they shall bear all expenses arising as a result thereof.

21.0 The Bidder shall not engage labour below 18 (eighteen) years of age under any circumstances. Persons above 60 years age also shall not be deployed.

22.0 Moreover, the Bidder should obtain and produce in advance before commencement of work, the following certificate / approvals:

- (i) Total manpower list
- (ii) All certificates as per applicable laws including Mines Acts.
- (iii) Regional Labour certificate, if required.

23.0 ASSOCIATION OF COMPANY'S PERSONNEL:

- i) Company may depute one or more than one representative (s) / engineer (s) to act on its behalf for overall co-ordination and operational management at location. Company's representative will be vested with the authority to order any changes in the scope of work to the extent so authorized and notified by the Company in writing. He shall liaise with the Contractor and monitor progress to ensure timely completion of the jobs. He shall also have the authority to oversee the execution of jobs by the Contractor and to ensure compliance of provisions of the contract.
- ii) Company's representatives shall have free access to all the equipment of the Contractor during operations as well as idle time for the purpose of observing / inspecting the operations performed by the Contractor in order to judge whether, in Company's opinion, the Contractor is complying with the provisions of the contract.
- iii) The Contractor shall maintain sufficient stock of the critical spare part to avoid any major shut down. Contractor must observe all safety and statutory norms applicable to the Company to prevent surface pollution and injury to personnel working in the area and provide medical facilities to injured persons if any due to accident / take corrective measures in case of pollution as per the company's man instructions.

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

25.0 Company hereby acknowledges that the equipment and tools ("Equipment") that are owned and utilized by Contractor to perform its service obligations under the Contract shall be at all times be, handled and manned by the Contractor. Company shall not be entitled to use/operate/possess any of the Contractor's Equipment for providing Services under the Contract. To clarify that control, custody and possession of Contractor's equipment will always be with the Contractor.

END OF SECTION - III

## PART- 3

### SECTION - IV

#### SCHEDULE OF RATES

The bidder shall quote the following rates in their price bid as per the format given in Proforma B. The payment shall be made for the actual work done.

The following Schedule of Rates shall apply for this Contract:

- 1.0 MOBILIZATION CHARGE For Personnel and all Equipment (One time lump sum).
  - 1.1 Mobilization charges of personnel and equipment including all spares/ consumables/ accessories on lump sum basis and shall be paid once during the entire contractual period.
  - 1.2 Mobilization charges will be payable only when all equipment and crew are positioned at the appointed site free of defects/ any encumbrances and duly certified by the Company's representative that the Contractor is in a position to undertake/ commence the Work assigned under the Contract.
  - 1.3 The Mobilization charges cover all local and foreign costs of the Contractor to mobilize the equipment to the first appointed site including all local taxes, port fees and inland transport, Assam Entry Tax etc. except customs duty, which will be to OIL's account.
  - 1.4 The Contractor shall furnish details of all the equipment to be deployed under this Contract as in Proforma -A.
  - 1.5 The Mobilization charge should not be more than 4% of the total contract value. In the event of the bidder quoting Mobilization charge above 4 % of the total contract value, only 4 % of the contract value will be paid after successful completion of the mobilization and the remaining amount will be paid after successful completion of the contract.
- 2.0 DEMOBILIZATION CHARGES For personnel and all equipment from last location (one time lump sum).
  - 2.1 Demobilization charges for personnel and equipment is on lump sum basis and shall be paid once after completion of the contractual period and demobilization of personnel and equipment with all supporting provisions from the well site where the operation concludes.
  - 2.2 The demobilization charge will be payable when the assignment of the works under the Contract is concluded to the satisfaction of the Company. Company shall give notice to Contractor, after 7 days of successful completion of last well, to commence demobilization.

Contractor will ensure that demobilization is completed within 60 days (excluding force majeure days if any) of notice from Company. No other charge whatsoever will be payable from the date of notice to demobilize.

2.3 All charges connected with demobilization including all fees and taxes in relation thereto and insurance and freight on export outside India will be to the Contractor's account.

2.4 No Demobilization charge shall be paid if the contract is prematurely terminated on account of Contractor's failure as described in 15.0 of section-III.

3.0 DAILY RENTAL CHARGE FOR EQUIPMENT:

The DAILY RENTAL CHARGE FOR EQUIPMENT shall be payable under the following conditions:

3.1 Bidder's equipment is defect free and ready to undertake acidization operation.

3.2 All the equipment under the contract is available for the day. If there is any equipment not available in operating condition, Daily Rental Charge for that day will not be paid.

3.3 4 (four) days per calendar month will be allowed for servicing /maintenance of the equipment. During the allowed maintenance days, Daily Rental Charge for equipment will be paid.

3.4 Allowable servicing days or part thereof cannot be brought forward to the next subsequent months.

3.5 If there is shut down of equipment or under maintenance beyond 4 (four) days per calendar month, no Daily Rental Charge for equipment will be payable.

4.0 OPERATING DAY RATE CHARGE:

4.1 The above daily charge covers the operating charge of all the equipment, ancillary services and manpower necessary for acidization operation and deployed as indicated in the Scope of work and all the charges associated with carrying out the operations at the well site. Operating Day rate charge shall cover charges for fuel, spares, equipment maintenance, manpower (personnel, labour, security, etc.), local transportation, messing, camp establishment/ maintenance and repair of support infrastructure, hire of any support infrastructure etc. and includes provisions for income tax, other local taxes and fees etc. which are the Contractor's liability.

4.2 Operating Day rate charges shall be payable upon completion of necessary hook up of all the connections and Start of the acid job as per the program till completion of the planned acid stimulation operation.

- 4.3 Operating Day rate charges for Equipment will exclude costs of chemicals, additives and consumables required for each operation.
- 4.4 During operation, daily rental charge will be paid along with the operating day rate charge.
- 4.5 Operating day rate charges will not be payable for the period of inter location movement between wells.
- 5.0 INTER LOCATION MOVEMENT (up to 20 Km)
- 5.1 This will cover expenses incurred for disassembly and transfer of the Bidder's equipment from one location (after completion of a job) to the next location or to the base camp. The charge is per Job within a distance of 20 Kms.
- 5.2 Movement to the first site will be covered under initial mobilization.
- 6.0 ADDITIONAL CHARGE FOR INTER LOCATION MOVEMENT IN EXCESS OF 20 KM  
If the distance between two locations is more than 20 KM, the contractor will be paid the Inter-location charge as per clause No. 5.0 and for excess of 20 Kms additional charges will be paid at this rate.
- 7.0 COST OF CHEMICALS, ADDITIVES, CONSUMABLES etc for ACID PICKLING JOB, TUBING INTEGRITY TEST  
The item covers the cost of all the chemicals, additives and consumables required for acid Pickling Job and Tubing Integrity test per well. The bidder shall estimate and submit the requirement of consumables, chemicals, additives etc. including their unit cost and total price. Payment for chemicals and other consumables shall be made on the basis of actual consumption jointly certified by Company representative and work manager /authorized representative of the Contractor or the quoted price whichever is less. Company reserves the right to question the adequacy/ correctness of the consumed amount of the consumables, chemicals etc.
- 8.0 COST OF CHEMICALS, ADDITIVES, CONSUMABLES etc. FOR ACID PREFLUSH , MAIN ACID, OVERFLUSH
- 8.1 The item covers the cost of all the chemicals, additives and consumables required per 1 (one) metre of acid treatment per well. The bidder shall estimate and submit the requirement of consumables, chemicals, additives etc. including their unit cost and total price. Payment for chemicals and other consumables shall be made on the basis of actual consumption jointly certified by Company representative and work manager /authorized representative of the Contractor or the quoted price whichever is less.
- 8.2 Company reserves the right to question the adequacy/ correctness of the consumed amount of the consumables, chemicals etc.

9.0 PAYMENT SCHEDULE:

- a. MOBILIZATION CHARGES: Payable within 45 days of receipt of invoice which is to be raised after complete equipment and crew are at the first location and are ready for commencement of operations.
- b. DAILY RENTAL CHARGE FOR EQUIPMENT: Invoice shall be raised on monthly basis for payment within 30 days.
- c. OPERATING DAY RATE CHARGE: Invoice shall be raised on monthly basis for payment within 30 days.
- d. INTER-LOCATION MOVEMENT CHARGE: Invoice shall be raised on monthly basis for payment within 30 days. Payment shall be released in 30 days time.
- e. COST OF CHEMICALS, ADDITIVES & CONSUMABLES: Invoice shall be raised on monthly basis for payment within 30 days. Payment shall be released in 30 days time.
- f. DEMOBILIZATION CHARGE: Payment shall be made when applicable within 45 days of receipt of invoice with following documents by Company:
  - (i) Proof of re-export of all items (excepting consumables and spares consumed during the Contract period) which were imported on the explicit understanding that they would be re-exported once the Contract is over.
  - ii) All other documents as required by applicable Indian laws.
  - iii) Acidization performance evaluation report.

END OF SECTION - IV  
&&&&

PROFORMA-A

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

Sr l#	Item Descri p-tion	Qty /Un it	Ra te	Tota l	Freight & Insuran ce	CIF Valu e	Port & other charg e	Land ed Cost	Is it re- exporta ble? YES or NO	Yea r of Mfg	HSN Cod e
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

PRICE SCHEDULE

Sl. No.	Particular/activity	Unit	Qty	Unit Rate	Total Amount
1	MOBILIZATION CHARGE	Lump sum	1	a	$A = a \times 1$
2	DE-MOBILIZATION CHARGE	Lump sum	1	b	$B = b \times 1$
3	DAILY RENTAL CHARGE FOR EQUIPMENT	Days	1461	c	$C = c \times 1461$
4	OPERATING DAY RATE CHARGE	Days	800	d	$D = d \times 800$
5	INTER-LOCATION MOVEMENT UP TO 20 KM PER JOB	Lump sum	100	e	$E = e \times 100$
6	ADDITIONAL CHARGE FOR MOVEMENT IN EXCESS OF 20 KM PER KM	Km	3000	f	$F = f \times 3000$
7.	COST OF CHEMICALS, ADDITIVES, CONSUMABLES etc for ACID PICKLING JOB, TUBING INTEGRITY TEST				$G = G(i) + G(ii)$
	COST OF CHEMICALS, ADDITIVES, CONSUMABLES etc. for TUBING INTEGRITY TEST	WELL	100	g(i)	$G(i) = g(i) \times 100$
	COST OF CHEMICALS, ADDITIVES, CONSUMABLES etc. for ACID PICKLING JOB/WELL BORE CLEANOUT	WELL	100	g(ii)	$G(ii) = g(ii) \times 100$
8.	COST OF CHEMICALS FOR ACID PREFLUSH, MAIN ACID, OVERFLUSH				$H = H(i) + H(ii) + H(iii)$
	COST OF CHEMICALS, ADDITIVES, CONSUMABLES etc. for Acid Preflush	Per meter of treatment	1000	h(i)	$H(i) = h(i) \times 1000$
	COST OF MAIN ACID	Per meter of treatment	1000	h(ii)	$H(ii) = h(ii) \times 1000$
	COST OF CHEMICALS, ADDITIVES, CONSUMABLES etc. for OVERFLUSH	Per meter of treatment	1000	h(iii)	$H(iii) = h(iii) \times 1000$

Total Estimated Contract cost including all Taxes & Duties but excluding Service Tax & Customs duty which shall be extra to OIL

$$T = A + B + C + D + E + F + G + H$$

Signature of the Bidder

Note: The Mobilization charge (A) quoted by the bidder shall not be more than 4% of the total quoted contract value (T).

The items mentioned above are to be read in conjunction with Section-IV(SOR) of the contract document

PROFORMA-C

BID FORM

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

Sub: IFB No. CDG4831P15

*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:

PROFORMA-D

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.

PROFORMA-E

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. \_\_\_\_\_. 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.

PROFORMA - F

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 3 months after Contract completion date).

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

Designation \_\_\_\_\_

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

Address \_\_\_\_\_

Witness \_\_\_\_\_

Address \_\_\_\_\_

Date .....

Place \_\_\_\_\_

AGREEMENT FORM

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

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

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

WHEREAS, Company had issued a firm Letter of 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-H

PROFORMA LETTER OF AUTHORITY

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

Sir,

Sub: OIL's IFB No. CDG4831P15

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. CDG4831P15

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.

**PART- 4**

PROFORMA - J

RECORD OF BIDDER'S PAST RELEVANT EXPERIENCE

Sl No.	Clients Name, address & contact Telephone No.	Contract No.	Brief description of the contract	Contract period		Contract value (in INR or USD)
				From	To	

Signature of the bidder

ANNEXURE-I

PROFORMA FOR BIO DATA OF KEY PERSONNEL

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

AFFIX  
PASSPORT  
SIZE  
PHOTOGRAPH

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-II

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:

Witness:

1. NAME:

DESIGNATION:

DATE:

2. NAME:

DESIGNATION

DATE:

ANNEXURE-III

To,

HEAD-CONTRACTS  
OIL INDIA LIMITED  
DULIAJAN-786602

SUB: SAFETY MEASURES FOR

TENDER NO. CDG4831P15

DESCRIPTION OF WORK/ SERVICE:

Sir,

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

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

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

i) \_\_\_\_\_

ii) \_\_\_\_\_

iii) \_\_\_\_\_

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

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

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

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

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

(Seal)

Date\_\_\_\_\_

Yours Faithfully

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

CONTRACTOR

FOR & ON BEHALF OF



Annexure-IV

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

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

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

WHEREAS

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

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

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

4. It is further agreed that for the performance of work during contract period bidder and Parent Company/Subsidiary Company (Delete whichever not applicable) shall be jointly and severely responsible to OIL for satisfactory execution of the contract.
5. However, the bidder shall have the overall responsibility of satisfactory execution of the contract awarded by OIL.

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

For and on behalf of

(Bidder)

For and on behalf of

(Parent Company/Subsidiary Company (Delete whichever not applicable))

M/s.

Witness:

1)

2)

M/s.

Witness:

1)

2)

PARENT COMPANY/ SUBSIDIARY COMPANY GUARANTEE

*(Delete whichever not applicable)*

(TO BE EXECUTED ON STAMP PAPER OF REQUISITE VALUE

AND NOTORISED)

DEED OF GUARANTEE

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

WHEREAS

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

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

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

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

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

1. The Guarantor (Parent Company / 100% Subsidiary Company (Delete whichever not applicable)) unconditionally agrees that in case of non-performance by the Company of any of its obligations in any respect, the Guarantor shall, immediately on receipt of notice of demand by OIL, take up the job without any demur or objection, in continuation and without loss of time and without any cost to OIL and duly perform the obligations of the Company to the satisfaction of OIL.
2. The Guarantor agrees that the Guarantee herein contained shall remain valid and enforceable till the satisfactory execution and completion of the work (including discharge of the warranty obligations) awarded to the Company.
3. The Guarantor shall be jointly with the Company as also severally responsible for satisfactory performance of the contract entered between the Company and OIL.
4. The liability of the Guarantor, under the Guarantee, is limited to the 50% of the annualized contract price entered between the Company and OIL. This will, however, be in addition to the forfeiture of the Performance Guarantee furnished by the Company.
5. The Guarantor represents that this Guarantee has been issued after due observance of the appropriate laws in force in India. The Guarantor hereby undertakes that the Guarantor shall obtain and maintain in full force and effect all the governmental and other approvals and consents that are necessary and do all other acts and things necessary or desirable in connection therewith or for the due performance of the Guarantor's obligations hereunder.
6. The Guarantor also agrees that this Guarantee shall be governed and construed in accordance with the laws in force in India and subject to the exclusive jurisdiction of the courts of ....., India.
7. The Guarantor hereby declares and represents that this Guarantee has been given without any undue influence or coercion, and that the Guarantor has fully understood the implications of the same.
8. The Guarantor represents and confirms that the Guarantor has the legal capacity, power and authority to issue this Guarantee and that giving of this Guarantee and the performance and observations of the obligations hereunder do not contravene any existing laws.

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

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

Witness:

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

Signature \_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_

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

Witness:

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

INSTRUCTIONS FOR FURNISHING PARENT/SUBSIDIARY COMPANY  
GUARANTEE

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

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

Annexure-V

FORMAT OF AGREEMENT BETWEEN BIDDER, THEIR SISTER SUBSIDIARY/CO-SUBSIDIARY COMPANY AND THE ULTIMATE PARENT/HOLDING COMPANY OF BOTH THE BIDDER AND THE SISTER SUBSIDIARY/CO-SUBSIDIARY (Strike out whichever is not applicable between Ultimate Parent and Holding Company. Similarly strike out whichever is not applicable between Sister Subsidiary and Co-subsidiary Company)

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

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

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

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

WHEREAS

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

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

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

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

1. M/s. \_\_\_\_\_ (Bidder) will submit an offer to OIL for the full scope of work as envisaged in the tender document.
2. M/s. \_\_\_\_\_ (Sister Subsidiary/Co-subsidiary Company) undertakes to provide technical support and expertise and expert manpower, material, if any, to support the bidder to discharge its obligations as per the Scope of work of the tender / Contract for which offer has been made by the bidder.

3. This agreement will remain valid till validity of bidder's offer to OIL including extension if any and also till satisfactory performance of the contract in the event the bid is accepted and contract is awarded by OIL to the bidder.
4. Sister Subsidiary/ Co-subsidiary Company unconditionally agrees that in case of award of contract to the Bidder, if the Bidder is unable to execute the contract, they shall, immediately on receipt of notice by OIL, take up the job without any demur or objection, in continuation without loss of time and without any extra cost to OIL and duly perform the obligations of the Bidder/Contractor to the satisfaction of OIL.
5. The Ultimate Parent/Holding Company also confirms and undertakes that the commitment made by the Sister Subsidiary/ Co-subsidiary company in providing the technical support and technical expertise and expert manpower to support the bidder for execution of the contract are honoured.
6. The Ultimate Parent/Holding Company also takes full responsibility in getting the contract executed through the Sister subsidiary/ Co-subsidiary company in case the Bidder/Contractor is unable to execute the contract.
7. In witness whereof the parties hereto have executed this agreement on the date mentioned above.

For and on behalf of  
(Bidder)

M/s.

Witness

1)

2)

For and on behalf of  
(Sister Subsidiary /  
Co-subsidiary)

M/s.

Witness

1)

2)

For and on behalf of  
(Ultimate Parent /  
Holding Company)

M/s.

Witness

1)

2)

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



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 risibility as Bidder into question, the Principal is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already signed, for such reason.

1. If the Bidder/Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressions within the Company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.

2. The Bidder accepts and undertakes to respect and uphold the Principal's Absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.

3. If the Bidder/Contractor can prove that he has restored/recouped the Damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.

4. A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.

#### Section 4 - Compensation for Damages

1. If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to 3 % of the value of the offer or the amount equivalent to Earnest Money Deposit/Bid Security, whichever is higher.

2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.

3. The bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder/Contractor can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount or the liquidated damages, the Bidder/Contractor shall compensate the Principal only to the extent of the damage in the amount proved.

#### Section 5 - Previous transgression

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

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

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

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

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

#### Section 8 - External Independent Monitor/ Monitors (three in number depending on the size of the contract) (to be decided by the Chairperson of the Principal)

1. The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.
3. The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the

Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/ Contractor/Subcontractor with confidentiality.

4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

6. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.

7. If the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

8. The word 'Monitor' would include both singular and plural.

#### Section 9 - Pact Duration

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

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

#### Section 10 - Other provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. 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-VII

EQUIPMENT AND SERVICES TO BE FURNISHED BY CONTRACTOR OR COMPANY (OIL)

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 :

Sr #	DESCRIPTION	PROVIDED BY		AT COSTS OF	
		Contractor	COMPANY	Contractor	COMPANY
1.	Transportation and handling of contractor material / equipment between base camp and Company's well site.	x		x	
2.	Manpower required for preparation and handling of equipments & other chemicals at the well site	x		x	
3.	Transportation of contractor's personnel and equipment spares etc. to the well site and back.	x		x	
4.	Equipments/instruments required for the unit as per contract and spares for their maintenance.	x		x	
5.	All personnel safety equipment for contractor's personnel.	x		x	
6.	Diesel, lube oil etc. required at well site	x		x	
7	Chemicals, Additives required for operation	x		x	
8.	Electricity and air supply to contractor's instruments / equipment at well site.	x		x	
9.	Water supply to contractor's equipment at well site.	x		x	
10.	All repairs of contractor's equipment.	x		x	
11.	Contractor's office in Duliajan.	x		x	
12.	Accommodation of contractor's personnel.	x		x	
13.	Living quarters, office space for contractor's personnel.	x		x	
14.	First-Aid treatment at well site.	x		x	
15.	Emergency medical treatment for contractor's personnel including		x	x	



Sr #	DESCRIPTION	PROVIDED BY		AT COSTS OF	
		Contractor	COMPANY	Contractor	COMPANY
	emergency hospitalization.				
16.	Medical attention and other requirements of contractor's personnel at well site, base camp and while traveling.	x		x	
17.	Obtain, maintain all necessary permits, consents, licenses, and other certificates required for movement of contractor's equipment to and from worksite and to operate it.	x		x	
18.	Passport, visas, and work permits and related documentation required to maintain contractor's personnel in India.	x		x	
19.	All licenses and port charges for contractor's materials and equipment whilst import.	x		x	
20.	Clearance of contractor's equipment/ material through customs after securing Essentiality Certificates from DGH	x		x	
21.	All engineering and procurement services.	x		x	
22.	Correcting deficiencies of Contractor Equipment during mobilization <u>including insurances</u>	x		x	
	<u>STORAGE AND OTHER FACILITIES</u>				
23.	Reasonable space for Base camp for Contractor's Equipment and supplies.	x		x	
24.	Water and Electricity, heavy lift equipment for base camp and work place.	x		x	
25.	Casual labour for handling Contractor's Equipment, material and supplies at base camp and well site.	x		x	

-----End of Bid Document-----