



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
Website: www.oil-india.com
FAX: (91)374-2803549

FORWARDING LETTER

M/s _____

Sub: IFB No. CDG8460P16 for Hiring of Services for Inspection, Refurbishment and Recertification of OIL's Blow Out Preventer.

Dear Sirs,

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

2.0 In connection with its operations, OIL invites International Competitive Bids (ICB) from competent and experienced Contractors through OIL's e-procurement site for **Hiring of Services for Inspection, Refurbishment and Recertification of OIL's Blow Out Preventer**. 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.: | CDG8460P16 |
| (ii) | Type of IFB: | Single Stage-2(two) Bid System |
| (iii) | Tender Fee: | INR. 40,000 or US\$ 800 |
| (iv) | Period of Sale: | 11.09.2015 to 23.10.2015 |
| (v) | Bid Closing Date & Time: | 30.10.2015 at 11-00 hrs (IST) |
| (vi) | Bid Opening Date & Time: | 30.10.2015 at 14-00 hrs (IST) |
| (vii) | Priced Bid Opening Date:
& Time | Will be intimated to the eligible
bidders nearer the time |
| (viii) | Bid Submission Mode: | Bid should be uploaded in OIL's E-
Procurement portal |

- | | | |
|---------|---------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| (ix) | Bid Opening Place: | Office of the Head-Contracts
Oil India Limited
Duliajan – 786602, Assam, India |
| (x) | Bid Validity : | 180 days from date of Closing of bid |
| (xi) | Mobilization Time: | As defined in the tender |
| (xii) | Bid Security Amount: | (i) Rs. 17,56,000.00 or
US\$ 26,667.00 for Category 1 only.
(ii) Rs. 35,12,000.00 or
US\$ 53,333.00 for Category 1 &2 only
(iii) Rs. 52,68,000.00 or
US\$ 80,000.00 for Category 1, 2 & 3 |
| (xiii) | Bid Security Validity: | 210 days from date of closing of bid. |
| (xiv) | Amount of Performance:
Guarantee | 7.5 % of the total contract value. |
| (xv) | Validity of Performance Security: | Up to 15 months from date of completion of contract (including warranty period of 12 months) |
| (xvi) | Amount of Bank Guarantee
covering cost of BOPs | : Refer Para 17.0 of Section-III |
| (xvii) | Duration of the Contract: | 3(three) years from the date of commencement of contract or completion of the job whichever is earlier. |
| (xviii) | Quantum of Liquidated Damage:
for Default in Timely Mobilisation | 1/2% of total cost of the contract for delay per week or part thereof subject to maximum of 7.5%. |
| (xix) | Bids to be addressed to: | HEAD-CONTRACTS
OIL INDIA LIMITED
DULIAJAN - 786 602
ASSAM, INDIA |

3.0 Integrity Pact : The Integrity Pact must be uploaded in OIL's E-procurement portal along with the Technical Bid digitally signed by the same signatory who signed the Bid i.e. who is duly authorized to sign the Bid. If any bidder refuses to sign Integrity Pact or declined to submit the Integrity Pact, their bid shall be rejected straightway. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who signs the Bid.

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

4.1 To participate in OIL's E-procurement tender, bidders should have a legally valid digital certificate **of Class 3 with Organizations Name** as per Indian IT Act from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India (<http://www.cca.gov.in>). **Digital Signature Certificates having "Organization Name" field as "Personal" are not acceptable.**

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

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

4.4 **EXEMPTION OF TENDER FEE:**

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

4.4.2 Public Sector Units (PSU) are also exempted from payment of tender fee.

4.5 Parties, who do not have a User ID, can click on **Guest** login button in the E-portal to view the available open tenders. **The detailed guidelines are available in OIL's e-procurement site (Help Documentation).** For any clarification in this regard, bidders may contact Mr. A. J. Sarmah, Ch. Manager (ERP-MM) at arupsarmah@oilindia.in, Ph.: 09954486025(M).

5.0 **IMPORTANT NOTES:**

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

- i) The bid along with all supporting documents must be submitted

through OIL's E-procurement site only except the following documents which shall be submitted manually by the bidder in two copies in a sealed envelope superscribed with OIL's IFB No., Bid Closing date and marked as "Original Bid Security" and addressed to Head-Contracts, Contracts Department, Oil India Limited, Duliajan-786602, Assam(India) :

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

The above documents including the Original bid security, must be received at OIL's Head-Contract's office at Duliajan on or before 12.45 Hrs(IST) on the 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) 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 signature

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 fr
The table does not contain any data			

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

Go to this Tab **“Notes and Attachments”** for Uploading “Priced 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
The table does not contain any data		

Attachments

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

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

Bid on “EDIT” 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.

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

Thanking you,

Yours faithfully,
OIL INDIA LIMITED

(G C DEVCHOUDHURY)
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 and Tender Fee
 - (ii) Bid closing date and time
 - (iii) Bid opening date and time
 - (iv) Bid submission Mode
 - (v) Bid opening place
 - (vi) Bid validity, Mobilisation time & Duration of contract
 - (vii) The amount of Bid Security with validity
 - (viii) The amount of Performance Guarantee with validity
 - (ix) Quantum of liquidated damages for default in timely 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 Schedule Format, (Proforma-B1, B2 & B3)
- (j) Bid Form, (Proforma-C)
- (k) Statement of Non-Compliance, (Proforma-D)
- (l) Bid Security Form, (Proforma-E)
- (m) Performance Security Form, (Proforma-F)
- (n) Agreement Form, (Proforma-G)
- (o) Proforma of Letter of Authority, (Proforma-H)
- (p) Authorisation for Attending Bid Opening, (Proforma-I)
- (q) Integrity Pact, (Annexure-A)

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

3.0 TRANSFERABILITY OF BID DOCUMENTS:

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

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

4.0 AMENDMENT OF BID DOCUMENTS:

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

4.2 The Addendum will be uploaded in OIL's E-Tender Portal in the "Technical RFx 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 are to 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. No separate intimation shall be sent to the Bidders.**

B. PREPARATION OF BIDS

5.0 LANGUAGE OF BIDS: The bid as well as all correspondence and documents relating to the bid exchanged between the Bidder and the Company shall be in English language, except that any printed literature may be in another language provided it is accompanied by an official and notarised English translated version, which shall govern for the purpose of bid interpretation.

5.1 BIDDER'S/AGENT'S NAME & ADDRESS:

Bidders should indicate in their bids their detailed postal address including the Fax/Telephone /Cell Phone Nos. and E-mail address. Similar information should also be provided in respect of their authorised Agents in India, if any.

6.0 DOCUMENTS COMPRISING THE BID:

Bids are invited under Single Stage Two Bid System. The bid to be uploaded by the Bidder in OIL's E-Tender portal shall comprise of the following components:

(A) TECHNICAL BID

- (i) Complete technical details of the services and equipment specifications with catalogue, etc.
- (ii) Documentary evidence established in accordance with Clause 10.0.
- (iii) Bid Security (scanned) in accordance with Clause 11.0 hereunder. Original Bid Security should be sent as per Clause No. 11.10 below.
- (iv) Copy of Bid-Form without indicating prices in Proforma-C
- (v) Statement of Non-compliance as per Proforma-D
- (vi) Proforma-A: List of items to be imported without the CIF values.
- (vii) Copy of Priced Bid **without indicating prices** (Proforma-B1,B2&B3)

- (viii) Integrity Pact digitally signed by OIL's competent personnel as Proforma-L, 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-B1, B2 & B3
- (ii) Bid Form as per Proforma-C
- (iii) Proforma-A showing the items to be imported with the CIF values.

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

7.0 BID FORM:

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

8.0 BID PRICE:

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

9.0 CURRENCIES OF BID AND PAYMENT:

- 9.1 A bidder expecting to incur its expenditures in the performance of the Contract in more than one currency, and wishing to be paid accordingly, shall so indicate in the bid. In such a case, the bid shall be expressed in different currencies and the respective amounts in each currency shall together make up the total price.
- 9.2 Indian bidders too can submit their bids in any currency (including Indian Rupees) and receive payment in such currencies on par with foreign bidders. However, currency once quoted will not be allowed to be changed.

10.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:

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

11.0 BID SECURITY:

11.1 The Bid Security is required to protect the Company against the risk of Bidder's conduct, which would warrant forfeiture of the Bid Security, pursuant to sub-clause 11.8.

11.2 All the bids must be accompanied by Bid Security in Original for the amount as mentioned in the "Forwarding Letter" or an equivalent amount in other freely convertible currency and shall be in any one of the following forms:

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

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

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

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

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

11.3 **Bidders can submit Bid Security on-line through OIL's electronic Payment Gateway.**

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

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

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

11.7 Successful Bidder's Bid Security will be discharged and/or returned upon Bidder's furnishing the Performance Security and signing of the contract. Successful bidder will however ensure validity of the Bid Security till such

time the Performance Security in conformity with **Clause 29.0** below is furnished.

- 11.8 Bid Security shall not accrue any interest during its period of validity or extended validity.
- 11.9 The Bid Security may be forfeited:
- i) 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.
- 11.10 In case any bidder withdraws their bid during the period of bid validity, Bid Security will be forfeited and the party shall be debarred for a period of 2(two) years.
- 11.11 **The scanned copy of the original Bid Security in the form of either Bank Guarantee or LC or 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.
- 11.12 A bid shall be rejected straightway if Original Bid Security is not received within the stipulated date & time mentioned in the Tender and/or if the Bid Security validity is shorter than the validity indicated in Tender and/or if the Bid Security amount is lesser than the amount indicated in the Tender.

12.0 EXEMPTION FROM SUBMISSION OF BID SECURITY:

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

In case bidding MSE is owned by Schedule Caste or Schedule Tribe entrepreneur, valid documentary evidence issued by the agency who has

registered the bidder as MSE owned by SC/ST entrepreneur should also be enclosed.

13.0 PERIOD OF VALIDITY OF BIDS:

- 13.1 Bids shall remain **valid for 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/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, in-consistent way with the Bid Documents, the Company's right or the bidder's obligations under the contract, and the rectification of which deviation or reservation would affect unfairly the competitive position of other bidders presenting substantial responsive bids. The Company's determination of Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.

- 21.8 A Bid determined as not substantially responsive will be rejected by the Company and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
- 21.9 The Company may waive minor informality or nonconformity or irregularity in a Bid, which does not constitute a material deviation, provided such waiver, does not prejudice or affect the relative ranking of any Bidder.

22.0 OPENING OF PRICED BIDS:

- 22.1 Company will open the Priced Bids of the technically qualified Bidders on a specific date in presence of representatives of the qualified bidders. The technically qualified Bidders will be intimated about the Priced Bid Opening Date & Time in advance. In case of any unscheduled holiday or Bandh on the Priced Bid Opening Date, the Bids will be opened on the next working day.
- 22.2 The Priced bids of the unsuccessful bidders which remain unopened with OIL, may be returned to the concerned bidders on request only after receipt of Performance Security from the successful bidders after issue of Letter of Award (LOA) by OIL.
- 22.3 The Company will examine the Price quoted by Bidders to determine whether they are complete, any computational errors have been made, the documents have been properly signed, and the bids are generally in order.
- 22.4 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price (that is obtained by multiplying the unit price and quantity) the unit price shall prevail and the total price shall be corrected accordingly. If there is a discrepancy between words, and figures, the amount in words will prevail. If any Bidder does not accept the correction of the errors, their Bid will be rejected.

23.0 CONVERSION TO SINGLE CURRENCY:

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

24.0 EVALUATION AND COMPARISON OF BIDS:

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

24.1 DISCOUNTS / REBATES:

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

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

24.3 LOADING OF FOREIGN EXCHANGE:

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

24.4 EXCHANGE RATE RISK:

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

24.5 REPATRIATION OF RUPEE COST:

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

25.0 CONTACTING THE COMPANY:

25.1 Except as otherwise provided in **Clause 21.0** above, no Bidder shall contact Company on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded except as required by Company vide **sub-clause 21.6**.

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 unsuccessful 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 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-A** of the Bid Document. The Integrity Pact has been duly signed digitally by OIL's competent signatory and uploaded in the OIL's e-portal. The Integrity Pact shall be returned by the bidder (along with the technical Bid) duly signed by the same signatory who signed the Bid i.e. who is duly authorized to sign the Bid. Uploading the Integrity Pact in the OIL's E-portal with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who has signed the bid. **If any bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid shall be rejected straightway.**
- 34.2 OIL has appointed Shri Raghaw Sharan Pandey, IAS (Retd), Former Secretary(MOP&NG) and Shri Rajiv Mathur, 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 Raghaw Sharan Pandey, IAS(Retd), Former Secretary, Ministry of Petroleum & Natural Gas; E-mail : rspandey_99@yahoo.com
 - b. Shri Rajiv Mathur, IPS(Retd), Former Director, IB, Govt. of India; E-mail : rajivmathur23@gmail.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 this bid document. Bids shall be rejected in case the services offered do not conform to required parameters stipulated in the technical specifications. Prospective bidders are advised to ensure that their bids are complete in all respects and conform to OIL's terms, conditions and bid evaluation criteria of the tender, for avoiding rejection of their bid. Also, it may not be feasible for OIL to seek clarifications in respect of incomplete offers. Notwithstanding the general conformity of the bids to the stipulated specifications, the following requirements will have to be particularly met by the Bidders without which the same will be considered as non-responsive and rejected:

A) TECHNICAL:

- 1.0 Bidder must meet the following minimum criteria failing which offer shall be rejected:

- (i) The bidder has to be an Original Equipment Manufacturer(OEM) of the BOPs under the Scope of Work of the tender with minimum 01(one) year experience as on the Bid Closing Date, of providing services of refurbishment / repairing and providing recertification to E & P companies OR to any oil field service company. The process of recertification by OEM bidders should be carried out with valid API **relevant** certificate and refurbishment / recertification shall have to be carried out at their facility which meets statutory requirement(s).

OR

- (ii) The bidder may be a Non-OEM of the BOPs which are under Scope of Work of the tender with authorisation/certification from the OEM to carry out the required services at their OEM authorised facility **and with relevant API valid certificate for refurbishment & re-certification**. In this case, the bidder must have experience of minimum 03 (three) years of providing above services to E & P companies OR to any oil field service company.

OR

- (iii) The bidder may be a Non-OEM of the BOPs which are under Scope of Work of the tender having experience of minimum 03 (three) years of providing similar services to any E&P Company OR to any oil field service company. The bidder must have facility to carry out such services as per API standard and such facility must conform to the requirement of statutory bodies, as applicable. In such cases authorised 3rd party inspection agency (DNV, BV, ABS or any other party with minimum 3 years experience of verification of BOP certification to any E&P Company OR to any oil field service company)

shall verify/certify in accordance to Annexure B of “Repair and maintenance” and section 5.5 on “Design verification testing” of API Spec 16A (2004 edition).

- 2.0 Bidder should have refurbished and re-certified at least 5 Nos. of Drilling BOP units of minimum 13. 5/8 " size during the last 5 years as on bid closing date and should submit documentary evidence to this effect in the form of satisfactory supply/completion of services from clients.
- 3.0 Bidders must confirm to use OEM spare parts or their own interchangeable spare parts while carrying out repairing/ refurbishment job for recertification purpose.
- 4.0 Bidder has to identify and confirm categorically the requirement of spare parts required for refurbishment / repair / recertification of each BOP after opening and inspection at OIL’s facility in presence of OIL’s representative.
- 5.0 Bidder shall submit copies of supporting document viz copies of relevant pages of Contracts, and Completion Certificate issued by the clients, final bill payment documents etc establishing their experience mentioned in para A 1.0 above along with the bid. Also, details of current work in hand and other contractual commitments of the bidder (indicating areas and clients) are to be submitted along with the bid.
- 6.0 **Financial Requirement:** The bidder shall have an average Annual financial turnover of Minimum Rs. 15.80 crores or US\$ 2.51 million during the last 3(three) years ending 31.03.14(for Accounting Year April-March) and 31.12.13(for calendar Year Accounting year). Documentary evidence in the form of Audited Balance Sheet and Profit & Loss Account for the last three years ending 31.03.14 or 31.12.13 as applicable should be submitted along with the technical bid.
- 6.1 In case the audited Balance sheet and Profit Loss Account along with the bid are in currencies other than INR. or USD, the bidder shall have to convert the figures in equivalent INR. or USD considering the prevailing conversion rate on the date on which the audited Balance sheet and Profit and Loss Account is signed.

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-B1, B2 and B3 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. A bid shall be rejected straightway if Original Bid Security is not received within the stipulated date & time mentioned in the Tender and/or if the Bid Security validity is shorter than the validity indicated in Tender and/or if the Bid Security amount is lesser than the amount indicated in the Tender.
- 5.0 The Integrity Pact must be uploaded in OIL's E-Procurement portal along with the Technical Bid digitally signed by the same signatory who digitally signed the Bid i.e. who is duly authorized to sign the Bid. If any bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid shall be rejected straightway.
- 6.0 Physical Bids, if any received from the bidders, shall not be considered and will be rejected.
- 7.0 Bids submitted after the Bid Closing Date and Time will be rejected.
- 8.0 Bids received through the e-procurement portal shall only be accepted. Bids received in any other form shall not be accepted.
- 9.0 The bid documents are non-transferable. Bid can only be submitted in the name of the bidder in whose name the User ID and Password have been issued. Unsolicited bids will not be considered and will be straightway rejected.
- 10.0 Bids shall be typed or written in indelible ink and shall be digitally signed by the bidder or his authorised representative.
- 11.0 Any physical documents wherever called for, submitted by bidders shall contain no interlineations, white fluid erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such correction shall be initialled by the person or persons who has/have digitally signed the Bid.
- 12.0 Any Bid containing false statement will be rejected.
- 13.0 Bidders must quote clearly and strictly in accordance with the price schedule outlined in "Price Bid Format" of Bid Document; otherwise the Bid will be summarily rejected.
- 14.0 Bidders shall quote directly and not through their Agent/Representative/ Retainer/Associate in India. Bids submitted by Indian Agent/ Representative/Retainer/Associate on behalf of their foreign principals will

not be considered and will be rejected straightway. One Indian Agent/Representative/Retainer/Associate cannot represent more than one foreign principal.

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

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

C. GENERAL

1.0 In case bidder takes exception to any clause of bid document not covered under BEC/BRC, then the Company has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw/modify the deviation when/as advised by Company. The loading so done by the Company will be final and binding on the reserves the right to ask the bidder for clarification in respect of bidders.

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

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

II. BID EVALUATION CRITERIA:

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 Services of refurbishment/repairing and Recertification are required for 3(three) categories of BOPs as defined in the Scope of Work/Technical Specification (Section-II) of the tender. Bidders may quote for all the 3(three) categories or part thereof (with preference of Category) subject to meeting the required criteria as mentioned in BRC.
- 3.1 Bids shall be evaluated for each category of BOP separately. Successful bidder(lowest bidder, L-1) from each category shall be awarded contract for that category of BOP.
- 4.0 The contract will be signed with successful bidder(s) for the required services as per 'Scope of Work' of the IFB and as per the above evaluation process.
- 5.0 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 BOPs/jobs are only for the purpose of evaluation of the bid and the Contractor will be paid on the basis of the actual number of BOP/job units under service, as the case may be.
- 6.0 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 –B1, B2 and B3.
- 7.0 To ascertain the inter-se-ranking, the comparison of the responsive bids will be made subject to loading for any deviation. Commercial Bids shall be evaluated taking into account the rates quoted in the Price Bid Format of each category (Proforma-B1, B2 and B3) by taking into account the summation of the following:
- (i) Total Mobilization charges, Lump sum, one time only = TM
 - (ii) Dismantling/Inspection charges of BOPs at OIL's facility in Duliajan = **TINSPECT**
 - (iii) Transportation charge for transferring of BOPs to Bidder's facility and return to Duliajan after completion of job = **TRANS**
 - (iv) Repairing / Refurbishment/recertification charge of BOPs at Bidder's facility = TCON
 - (v) Total Demobilizations charge, Lump sum, one time only = TD

Evaluation for total contract cost **for each category of BOP** will be calculated as under:

TOTAL CONTRACT COST: T= TM+ TINSPECT+TRANS+TCON+ TD

NOTE: The above items are defined in Schedule of Rates/Price bid format.

- 7.1 Along with Price bid format of each category of BOP (B1, B2 & B3) price break-up details of each job against particular BOP under Phase-4 of the Price bids have been provided. Bidders shall have to quote charges of each job under Phase 4 of the Price bids total of which shall be the quoted price of Phase-4 of the Price bids. Though evaluation shall be done on the total contract cost quoted as per the price bid format, payment against Phase-4 shall be release against the actual job done. Bidders during preliminary inspection shall have to identify and confirm the required jobs that shall have to be do
- 8.0 Bidders shall have to submit the complete list of spares with OEM list price required for complete refurbishment of BOPs in their bid. The list of spares **without price** shall be submitted in the technical bid while **with price** in the price bid. The spares that shall be required for refurbishment of each BOPs, out of the complete list submitted by the bidder, shall have to be confirmed by the bidder/contractor during Inspections of BOPs at Dulaijan facility of OIL which needs to be certified by OIL's representative(s). Bidders shall also have to confirm/undertake that they have not supplied the spares to any other customer at lesser price than the quoted price within last 3 years as on bid closing date. Payment against spares used shall be made at per actual.
- 9.0 **CUSTOMS DUTY** : The drilling units and 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.
- 10.0 **PURCHASE PREFERENCE CLAUSE:** Purchase Preference to Micro and Small Enterprises registered with District Industry Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME:
- 10.1 In case participating MSEs quote price within price band of L1+15%, such MSE shall be considered for award of contract by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE.
- 10.2 In case of more than one such MSE qualifying for 15% purchase preference, the contract shall be awarded to lowest eligible MSE amongst the MSEs qualifying for 15% purchase preference.
- 10.3 In case any part of the work is sub-contracted to a Micro or Small Enterprise as per contract conditions than the contractor shall provide complete details (i.e. name of the subcontractor, value of sub-contacted work, copy of valid registration certificate etc.) of the sub-contractor to OIL.

10.4 **Documentation Required to be submitted by MSEs:**

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

END OF PART – 2

&&&&&

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) "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) "Contract Price" means the price payable to contractor under the contract for the full and proper performance of its contractual obligations;
- (c) "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 individual or firm or Body incorporated 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 this Contract). The company representatives of OIL are also included in the Company's personnel.

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

- 2.1 **EFFECTIVE DATE OF CONTRACT** : The contract shall become effective as of the date company notifies the contractor in writing that it has been awarded the contract. This date of issuance of Letter of Award(LOA) by the Company will be the Effective Date of Contract.
- 2.2 **MOBILISATION TIME OF CONTRACT**: The mobilization of personnel for Inspection and repairing of BOPs at OIL's facility shall have to be completed by the contractor within 45(forty five) days from the Effective Date of the Contract. Mobilization shall be deemed to be completed when Contractor's personnel arrives at OIL's facility in Duliajan for Inspection and repairing of BOPs duly certified by the Company's authorized representative.
- 2.3 **COMMENCEMENT DATE OF THE CONTRACT**: The date on which the mobilization is completed in all respects is treated as date of Commencement of Contract.

- 2.4 **DURATION OF CONTRACT:** The duration of the contract shall be for 3 years **or** completion of jobs as per scope of work, whichever is earlier. However the duration of the contract may be extended at the discretion of the Company.
- 2.4.1 The scope of work will be deemed to be completed only after successful refurbishment of all the BOPs offered by OIL at OIL's Duliajan facility and receiving all BOPs at OIL's facility in Duliajan from contractor's facility.
- 2.4.2 The date of completion of repaired / refurbished / recertified BOPs and subsequent delivery at Duliajan must be indicated by the contractor after the pre- inspection to be carried out at OIL's facility in Duliajan. Accordingly BOPs will be released in a staggered manner as per OIL's discretion keeping in view of operational requirement.
- 3.0 **GENERAL OBLIGATIONS OF CONTRACTOR:** Contractor shall, in accordance with and subject to the terms and conditions of this Contract:
- 3.1 Perform the work described in the Terms of Reference (Section-II) in most economic and cost effective way.
- 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 their bid as to the correctness and sufficiency of its bid for the services required and of the rates and prices quoted, which rates and prices shall, except insofar as otherwise provided, cover all its obligations under the contract.
- 3.5 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 access, subject to normal security and safety procedures, to all areas as required for orderly performance of the work.
- 4.3 Perform all other obligations required of Company by the terms of this contract.

5.0 **PERSONNEL TO BE DEPLOYED BY THE CONTRACTOR:**

- 5.1 Contractor warrants that it shall provide competent, qualified and sufficiently experienced personnel to perform the work correctly and efficiently.
- 5.2 The Contractor should ensure that their personnel observe applicable company and statutory safety requirement. Upon Company's written request, contractor, entirely at its own expense, shall remove immediately any personnel of the Contractor determined by the Company to be unsuitable and shall promptly replace such personnel with personnel acceptable to the Company. Replacement personnel should be mobilized within 15 days from the date of issuance of notice without affecting the operation of the company.
- 5.3 The Contractor shall be solely responsible throughout the period of the contract for providing all requirements of their personnel including but not limited to, their transportation to & fro from Duliajan/ field site, enroute/ local boarding, lodging & medical attention etc. Company shall have no responsibility or liability in this regard. However, Company shall provide available medical assistance/facilities to Contractor's Personnel in case of emergency at its own establishment on chargeable basis.
- 5.4 Contractor's key personnel shall be fluent in English language (both writing and speaking).

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 the highest degree of quality, efficiency, and with the state of the art technology/inspection services and in conformity with all specifications, standards and drawings set forth or referred to in the Technical Specifications. They should comply with the instructions and guidance, which Company may give to the Contractor from time to time.
- 6.2 BOP Units shall be thoroughly repaired against defects & serviced after dismantling components /system of the unit and after thoroughly checking the same for operational wear & tear, malfunctioning/missing parts/damaged parts and replacing the same with OEM's items wherever necessary so as to make the unit perform strictly as per original designed parameters for continuous field use for a minimum period of one year.
- 6.3 The contractor should ensure that all materials used in execution of the works under this contract, shall be new and unused and of recent manufacture which shall in no case be of a date of manufacture older than one year from the date of delivery. The contractor shall warrant that every work executed under this contract shall be free from all defects and faults in material, workmanship and handling etc. and shall be of the highest grade and consistent with established and accepted standards for materials and workmanship of the type ordered and in full conformity with design,

drawings, specification or sample, if any, and shall if operable, operate as per design, drawings, specifications and samples and any other stipulated conditions. In case of obsolete items, necessary certificate from OEM is to be submitted to the Company before replacement with alternate / upgraded version of item. This warranty shall survive inspection, payment, final acceptance of the equipment and shall be valid for a period of 12 months from the date of receipt of the repaired, refurbished & upgraded BOP unit at Equipment Section, OIL, Duliajan.

- 6.4 If during the aforesaid period the said materials & components of the units are detected not conforming to the description and quality aforesaid or have deteriorated otherwise than by fair wear and tear (the decision of the OIL in that regard being final & binding on the contractor) and if the contractor fails to replace/repair such defective components, at his cost within a reasonable time depending upon exigency of the situation, but not exceeding 30 days then OIL will be entitled to recover from the contractor the entire payment made to him for the work so found defective and also damage sustained on account of such defective materials by any other associated or allied plant, equipment and structures and other facilities forming part of the works. The contractor agrees to make payment against such claim within 30 days of receipt thereof.
- 6.5 The period of guarantee for any part of the works shall be for twelve (12) months from the date of receipt of the repaired, refurbished & upgraded BOP units at the Equipment Yard, Drilling department and acceptance of the units by OIL.
- 6.6 If the work includes the design and engineering of any structure or procedure, the contractor shall be and remain responsible during the period of guarantee, for making good, with all possible speed, but not exceeding 30 days any defects arising from contractor's defective design and engineering (other than a design made, furnished or specified by OIL and for which the contractor has disclaimed responsibility in writing within 7 days time after receipt of the OIL's instruction) of the aforesaid structure or procedure which may develop under the conditions provided for in the contract and under proper use in the works or any portion thereof. In case of design furnished by OIL, if the contractor is not agreeable to the same then he should communicate within 7 days time in writing regarding the same beyond which it will be deemed that design furnished by OIL is acceptable to the contractor and the job carried out automatically fails under warranty provisions.
- 6.7 To the extent that during the period of guarantee the works shall remain in as good and perfect condition (fair wear and tear accepted) as they were at the beginning of guarantee and that all units shall continue to perform or operate (fair wear and tear accepted) during the period of guarantee in accordance with all relevant contract specifications or conditions to the reconstruction, rectification and making good of defects, imperfections and shrinkage's during or within fourteen days after the expiration of the period

of guarantee as a result of any inspection made during the period of the guarantee.

- 6.8 The contractor shall ensure that any guarantee or warranties issued by manufacturers of materials, components supplied by contractor or by contractor's sub-contractors and covering the performance of the said material and equipment supplied by them be issued in the joint name of the contractor and OIL. The issuance or existence of any such guarantee or warranties shall however in no way relieve the contractor of his obligations.
- 6.9 The contractor will provide preventive maintenance schedule as suggested by different OEM(s) of the sub assemblies / components of the BOP units. The contractor shall visit Duliajan during 12 months guarantee period to check the conditions of the refurbished unit periodically. During the guarantee period if the contractor is requested by OIL to visit the site/project for checking and carry out remedial work which the contractor is required to do in terms of the contract, all expenses such as personnel fee, traveling fee to and from the site/project, living and accommodation etc. for remedial works shall be borne by the contractor unless such defects are caused by OIL.
- 6.10 Should Company discover at any time during the execution of the Contract or within one year after receipt of the repaired, refurbished & upgraded BOP unit at the Equipment Yard, Drilling department and acceptance of the units by OIL that the work carried out by the contractor does not conform to the foregoing warranty, Contractor shall after receipt of notice from Company, promptly perform 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 carried out by others and charge the cost thereof to Contractor, which the contractor must pay promptly. In case contractor fails to perform remedial work, the performance security shall be forfeited.
- 7.0 **CONFIDENTIALITY, USE OF CONTRACT DOCUMENTS AND INFORMATION:**
- 7.1 Contractor shall not, without Company's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing pattern, sample or information furnished by or on behalf of Company in connection therewith, to any person other than a person employed by Contractor in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary for purposes of such performance.
- 7.2 Contractor shall not, without Company's prior written consent, make use of any document or information except for purposes of performing the contract.
- 7.3 Any document supplied to the Contractor in relation to the contract other than the Contract itself remain the property of Company and shall be

returned (in all copies) to Company on completion of Contractor's performance under the Contract if so required by Company.

7.4 During this Contract, Company and its employees, agents, other contractors, sub-contractors (of any tier) and their employees etc may be exposed to certain Confidential information and data of the Contractor. Such information and data shall held by the Company, its employees, agents, other contractors, sub-contractors (of any tier) and their employees in the strictest Confidence and shall not be disclosed to any other party except on a need to know basis.

7.5 However, the above obligation shall not extend to information which

- i) Is at the time of disclosure, known to the public.
- ii) Is lawfully becomes at a later date known to the public through no fault of Contractor.
- iii) Is lawfully possessed by Contractor before receipt thereof from Company.
- iv) Is disclosed to Contractor in good faith by a third party who has an independent right to such information.
- v) Is developed by Contractor independently of the information disclosed by Company; or
- vi) Contractor is required to produce before competent authorities or by court order.

8.0 **TAXES:**

8.1 Tax levied 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.

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

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

8.5 Corporate income tax will be deducted at source from the invoice at the specified rate of income tax as per the provisions of Indian Income Tax Act as may be in force from time to time.

- 8.6 Corporate and personal taxes on contractor shall be the liability of the contractor and the company shall not assume any responsibility on this account.
- 8.7 All local taxes, levies and duties, sales tax, octroi, etc. on purchases and sales made by contractor shall be borne by the contractor. Customs duty on imported goods however shall be to Company's account.
- 8.8 **Service tax:** Service Tax as applicable shall be on Company's account.
- 9.0 **INSURANCE:**
- 9.1 The contractor shall arrange insurance to cover all risks in respect of their personnel, materials and equipment belonging to the contractor or its subcontractor during the currency of the contract including the third part items/consumables.
- 9.2 Contractor shall at all time during the currency of the contract provide, pay for and maintain the following insurances amongst others:
- a) Workmen compensation insurance as required by the laws of the country of origin of the employee.
 - b) Employer's Liability Insurance as required by law in the country of origin of employee.
 - c) General Public Liability Insurance covering liabilities including contractual liability for bodily injury, including death of persons, and liabilities for damage of property. This insurance must cover all operations of Contractor required to fulfill the provisions under this contract.
 - d) Contractor's equipment used for execution of the work hereunder shall have an insurance cover with a suitable limit (as per international standards).
 - e) Automobile Public Liability Insurance covering owned, non-owned and hired automobiles used in the performance of the work hereunder, with bodily injury limits and property damage limits shall be governed by Indian Insurance regulations.
 - f) Public Liability Insurance as required under Public Liability Insurance Act 1991.
- 9.3 Contractor shall obtain additional insurance or revise the limits of existing insurance as per Company's request in which case additional cost shall be to Contractor's account.
- 9.4 Any deductible set forth in any of the above insurance shall be borne by Contractor.
- 9.5 Contractor shall furnish to Company prior to commencement date, certificates of all its insurance policies covering the risks mentioned above.
- 9.6 If any of the above policies expire or are cancelled during the term of this contract and Contractor fails for any reason to renew such policies, then

the Company will renew/replace same and charge the cost thereof to Contractor. Should there be a lapse in any insurance required to be carried by Contractor for any reason whatsoever, loss/damage claims resulting there from shall be to the sole account of Contractor.

9.7 Contractor shall require all of their sub-contractor to provide such of the foregoing insurance coverage as Contractor is obliged to provide under this Contract and inform the Company about the coverage prior to the commencement of agreements with its sub-contractors.

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

10.0 **CHANGES:**

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

10.2 If any change result in an increase in compensation due to Contractor or in a credit due to Company, Contractor shall submit to Company an estimate of the amount of such compensation or credit in a form prescribed by Company. Such estimates shall be based on the rates shown in the Schedule of Rates (Section-IV). Upon review of Contractor's estimate, Company shall establish and set forth in the Change Order the amount of the compensation or credit for the change or a basis for determining a reasonable compensation or credit for the change. If Contractor disagrees with compensation or credit set forth in the Change Order, Contractor shall nevertheless perform the work as changed, and the parties will resolve the dispute in accordance with Clause 13 hereunder. Contractor's performance of the work as changed will not prejudice Contractor's request for additional compensation for work performed under the Change Order.

11.0 **FORCE MAJEURE:**

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

11.2 Upon occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing within 24(twenty four) 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 twenty four (24) hours after its occurrence the 'force majeure' rate shall apply for the first ten days. Either party will have the right to terminate the Contract if such 'force majeure' conditions continue beyond ten (10) days with prior written notice. Should either party decide not to terminate the Contract even under such condition, no payment would apply after expiry of ten- (10) days force majeure period 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 extension, if any, thereof, whichever is earlier.
- 12.2 **TERMINATION ON ACCOUNT OF FORCE MAJEURE:** Either party shall have the right to terminate the Contract on account of Force Majeure as set forth in Para 11.0 above.
- 12.3 **TERMINATION ON ACCOUNT OF INSOLVENCY:** In the event that the Contractor at any time during the term of the Contract, becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt, then the Company shall, by a notice in writing have the right to terminate the Contract and all the Contractor's rights and privileges hereunder, shall stand terminated forthwith.
- 12.4 **TERMINATION FOR UNSATISFACTORY PERFORMANCE:** If the Company considers that, the performance of the Contractor is unsatisfactory, or not upto the expected standard, the Company shall notify the Contractor in writing and specify in details the cause of the dissatisfaction. The 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 the Contract and/or the Contractor's rights, title and interest to the equipment/material, are transferred or assigned without the Company's consent, the Company may at its absolute discretion, terminate the Contract.
- 12.6 If at any time during the term of the Contract, breakdown of Contractor's equipment results in Contractor being unable to perform their obligations hereunder for a period of 15 successive days, Company at its option may terminate this Contract in its entirety without any further right or obligation on the part of the Company except for the payment of money then due. No notice shall be served by the Company under the condition stated above.

12.7 Notwithstanding any provisions herein to the contrary, the Contract may be terminated at any time by the company on giving 30 (thirty) days written notice to the Contractor due to any other reason not covered under the above clause from 12.1 to 12.6 and in the event of such termination the Company shall not be liable to pay any cost or damage to the Contractor except for payment for services as per the Contract upto the date of termination.

12.8 **CONSEQUENCES OF TERMINATION:** In all cases of termination herein set forth, the obligation of the Company to pay for Services as per the Contract shall be limited to the period upto the date of termination. Notwithstanding the termination of the Contract, the parties shall continue to be bound by the provisions of the Contract that reasonably require some action or forbearance after such termination.

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

12.10 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 demobilise 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 rd

		Arbitrator, who shall be the presiding Arbitrator, by the two Arbitrators.
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3. The parties agree that they shall appoint only those persons as arbitrators who accept the conditions of the arbitration clause. No person shall be appointed as Arbitrator or Presiding Arbitrator who does not accept the conditions of the arbitration clause.
4. Parties agree that there will be no objection if the Arbitrator appointed holds equity shares of OIL and/or is a retired officer of OIL/any PSU. However, neither party shall appoint its serving employees as arbitrator.
5. If any of the Arbitrators so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/arbitrators to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left if both parties consent for the same ; otherwise, he shall proceed de novo.
6. Parties agree that neither shall be entitled for any pre-reference or pendente-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**
ED(Drilling)
OIL INDIA LIMITED
PO Duliajan - 786602,
Assam, India
Fax No. 91-374-2804254
Email: drilling@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**: Contractor shall not subcontract, transfer or assign the contract, or any part under this contract, to any third party(ies) except with Company's prior written consent. Except for the main drilling services under this contract, Contractor may sub-contract the petty support services subject to Company's prior approval. However, Contractor shall be fully responsible for complete execution and performance of the services under the Contract.
- 16.0 **MISCELLANEOUS PROVISIONS**:
- 16.1 Contractor shall give notices and pay all fees at their own cost required to be given or paid by any National or State Statute, Ordinance, or other Law or any regulation, or bye-law of any local or other duly constituted authority as may be in force from time to time in India, in relation to the performance of the services and by the rules & regulations of all public bodies and companies whose property or rights are affected or may be affected in any way by the services.
- 16.2 Contractor shall conform in all respects with the provisions of any Statute, Ordinance of Law as aforesaid and the regulations or bye-law of any local or other duly constituted authority which may be applicable to the services and with such rules and regulation, public bodies and Companies as aforesaid and shall keep Company indemnified against all penalties and liability of every kind for breach of any such Statute, Ordinance or Law, regulation or bye-law.
- 16.3 During the tenure of the Contract, Contractor shall keep the site where the services are being performed reasonably free from all unnecessary obstruction and shall store or dispose of any equipment and surplus materials and clear away and remove from the site any wreckage, rubbish or temporary works no longer required. On the completion of the services, Contractor shall clear away and remove from the site any surplus materials; rubbish or temporary works of every kind and leave the whole of the site clean and in workmanlike condition to the satisfaction of the Company.
- 16.4 Key personnel cannot be changed during the tenure of the Contract except due to sickness/death/resignation of the personnel in which case the replaced person should have equal experience and qualification, which will be again subject to approval, by the Company.

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

17.1 Time is the essence of this Contract. In the event of the Contractor's default in timely mobilization for commencement of operations within the stipulated period, the Contractor shall be liable to pay liquidated damages @ 0.5% of the total contract value including mobilization cost, per week or part thereof of delay subject to maximum of 7.5%. Liquidated Damages will be reckoned from the date after expiry of the scheduled mobilisation period till the date of commencement of Contract as defined in Clause No. 2.0 of Section - I.

17.2 The Company also reserves the right to cancel the Contract without any compensation whatsoever in case of failure to mobilize and commence operation within the stipulated period.

18.0 **PERFORMANCE SECURITY:** The Contractor shall furnish to Company a Bank Guarantee for 7.5% of the estimated Contract Cost, with validity of 15(fifteen) months beyond the contract period including warranty obligation, if any. The performance security shall be payable to Company as compensation for any loss resulting from Contractor's failure to fulfill their obligations under the Contract. In the event of any extension of the Contract period, Bank Guarantee should be extended by the period equivalent to the extended period of the contract. The bank guarantee will be discharged by Company not later than 30 days following its expiry.

19.0 **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 drilling 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 to recourse and further agrees to cause their underwriters to waive their right of subrogation against Company and/or its underwrites, servants, agents, nominees, assignees, Contractors and sub-contractors for loss or damage to the equipment of the Contractor and/or its sub-contractors when such loss or damage or liabilities arises out of or in connection with the performance of the contract.
- 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.
- 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 or 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 **CONSEQUENTIAL DAMAGE:** Neither party shall be liable to the other for special, indirect or consequential damages resulting from or arising out of the contract, including but without limitation, to loss or profit or business interruptions, howsoever caused and regardless of whether such loss or damage was caused by the negligence (either sole or concurrent) of either party, its employees, agents or sub-contractors.

23.0 **INDEMNITY AGREEMENT:**

23.1 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.

23.2 Except as provided hereof Company agrees to protect, defend, indemnify and hold Contractor harmless from and against all claims, suits, demands and causes of action, liabilities, expenses, cost, liens and judgments of every kind and character, without limit, which may arise in favour of Company's 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.

24.0 **INDEMNITY APPLICATION:** The indemnities given herein above, whether given by Company or Contractor shall be without regard to fault or to the negligence of either party even though said loss, damage, liability, claim, demand, expense, cost or cause of action may be caused, occasioned by or contributed to by the negligence, either sole or concurrent of either party.

25.0 WITH-HOLDING:

25.1 Company may withhold or nullify the whole or any part of the amount due to Contractor on account of subsequently discovered evidence in order to protect Company from loss on account of: -

- a) For non-completion of jobs assigned as per Section 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, and taxes or enforced savings withheld from wages etc.
- f) Failure of Contractor to pay the cost of removal of unnecessary debris, materials, tools, or machinery.
- g) 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 withhold. Notwithstanding the foregoing, the right of Company to withhold shall be limited to damages, claims and failure on the part of Contractor, which is directly/ indirectly related to some negligent act or omission on the part of Contractor.

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 - as applicable to safety and employment conditions.
 - b) The Minimum Wages Act, 1948.
 - c) The Oil Mines Regulations, 1983.
 - d) The Workmen's Compensation Act, 1923.
 - e) The Payment of Wages Act, 1963
 - f) The Payment of Bonus Act, 1965
 - g) The Contract Labour (Regulation & Abolition) Act, 1970 and the rules framed 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
 - l) Service Tax Act
 - m) Customs & Excise Act & Rules
 - n) Assam Entry Tax Act, 2001
- 26.3 The Contractor shall not make Company liable to reimburse the Contractor to the statutory increase in the wage rates of the contract labour appointed by the Contractor. Such statutory or any other increase in the wage rates of the contract labour shall be borne by the Contractor.
- 26.4 Any permission from the Mines Directorate in connection with working in excess of 8 (eight) hours per day shift pattern by the Contractor shall have to be arranged by the Contractor before commencement of the Contract, in consultation with the Company. Moreover, since the Contractor's personnel engaged shall be working under the Mines Act and Oil Mines Regulations, the Contractor shall have to obtain any other relevant permission from the Mines Directorate to engage their employees in compliance with various procedures as per Mines Act. In case of any breach of procedures under Mines Act the Contractor shall be held responsible and they shall bear all expenses arising as a result thereof.
- 26.5 The Contractor shall not engage labour below 18 (eighteen) years of age under any circumstances. Persons above 60 years age also shall not be deployed excepting Rig Manager/Rig Superintendent.
- 26.6 Moreover, the Contractor should obtain and produce in advance to commencement of Work the following certificate / approvals:

- (i) Approval from DGMS/DDMS for shift patterns in excess of 8 hours.
- (ii) Total manpower list.
- (iii) License/certificate from specified electrical authorities for the rig and camp electrical personnel, if required.
- (iv) All certificates as per applicable laws including Mines Acts.
- (v) Regional Labour certificate, if required.

27.0 RECORDS, REPORTS AND INSPECTION:

The Contractor shall, at all times, permit the Company and its authorized employees and representatives to inspect all the Work performed and to witness and check all the measurements and tests made in connection with the said work. The Contractor shall keep an authentic, accurate history and logs including safety records of each well, which shall be open at all reasonable times for inspection by the Company designated representatives and its authorized employees and representatives. The Contractor shall provide the Company designated representatives with a daily written report, on form prescribed by the Company showing details of operations during the preceding 24 hours and any other information related to the said well 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 well, or give out to any third person information in connection therewith.

28.0 SUBSEQUENTLY ENACTED LAWS: Subsequent to the date of submission of contractor's bid, if there is a change in or enactment of any law or interpretation of existing law, which results in additional cost/reduction in cost to Contractor on account of the operation under the Contract, the company/Contractor shall reimburse/pay Contractor /company for such additional/ reduced costs actually incurred.

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

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

END OF SECTION – I

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Part-3

SECTION- II

SCOPE OF WORK, TERMS OF REFERENCE AND TECHNICAL SPECIFICATIONS

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 PREAMBLE:

2.1 Oil India Limited (OIL), a Government of India “Navaratna” category enterprise, is engaged in exploration, production and transportation of crude oil and natural gas as well as production of LPG. It has participating interest in the various overseas exploration and production (E&P) blocks. A total of 09(nine) land drilling Rigs of 1400-2000 HP capacity and 14 (fourteen) self elevating self propelled work over rigs 400-800 HP capacities owned by OIL are presently engaged in oil and gas exploration activities in the North East part of India, mostly in and around Duliajan, OIL’s field head quarter in Assam. The drilling locations are scattered in about 50-200 Km radius from Duliajan and logistically difficult area.

2.2 In addition to the own rigs, OIL is operation 05(five) and 04 (four) charter hired Drilling and Work over rigs respectively at present over 1,000 wells covering over 3.5 million meters, varying in depth from 1,000 – 5,000 meters, have been drilled in various surface and sub-surface environments, including high underground pressures and temperature conditions.

2.3 To cater its drilling and work over rig operations through its own Rigs in NE region and different projects all over India OIL have its own Blow Out Preventers (BOPs) of various sizes and ratings.

Ram BOP -- 15 (NL Shaffer make)
-- 12 (Cameron make)
-- 1 (Control flow/Hydril Make)

Annular BOP -- 16 (NL Shaffer make)
-- 04 (Cameron make)
-- 01 (Hydril/ Control flow Make)

3.0 OBJECTIVE:

3.1 OIL intends to carry out refurbishment and recertification of all the above BOPs which have crossed more than 5(five) years of its service life as per OEM and API RP 53 recommendation.

4.0 SCOPE OF WORK:

BOPs of OIL for which refurbishment and re-certification are required are classified in 3(three) categories based on make of the BOPs. Different categories of BOPs with make and number are as below:

CATEGORY	MAKE	Nos of RAM BOP	Nos of Annular BOP
CATEGORY-I	NL Shaffer	15	16
CATEGORY-II	Cameron	12	4
CATEGORY-III	Hydril/Control Flow	1	1

As mentioned in the BEC/BRC of the tender, Bidders may quote only for one OR two OR for all the above three categories of BOPs as per the Price Bid Formats. Contract shall be awarded in the manner as mentioned in the BEC of the tender. The scope of work for the BOP refurbishment and recertification shall be as under:

4.1 Mobilization:

After receipt of Letter of Award(LOA), the successful bidder (Contractor) shall mobilise his personnel for dismantling/stripping and Inspection of BOPs at OIL's facility at Duliajan(Assam). Mobilization shall be deemed to be completed when contractor's personnel arrives at OIL's facility in Duliajan within 45 days from the date of issue of LOA as certified by company.

4.2 Inspection of BOPs at OIL's facility:

After completion of mobilization contractor shall inspect all available BOPs required for re-certification/refurbishment. All the BOP's to be recertified/refurbished (Minimum five years old) to be jointly inspected by contractor and company representative and shall be identified for refurbishment/recertification with consultation and approval of OIL's representative(s).

4.3 The following facilities shall be provided by OIL while carrying out the above job by the contractor for re-certification at OIL's facility in Duliajan:

- All necessary infrastructure and support service (like crane service etc) except man power while carrying out the inspection jobs.
- Necessary information as required by the contractor for carrying out the job smoothly.

4.4 Contractor shall submit the complete list of spares with OEM list price required for complete refurbishment of BOPs in their bid. The list of spares **without price** shall be submitted in the technical bid while **with price** in the price bid. The spares that shall be required for refurbishment of each BOPs shall have to be confirmed by the bidder/contractor during Inspections of BOPs at Dulaijan facility of OIL which needs to be certified by OIL's representative(s).

- 4.5 The BOPs under each category will be provided to the contractor in a staggered manner so that operation does not get hampered.
- 4.6 All BOPs required to be refurbished at Contractor's facility to be transferred in the following manner:
- (i) Collection of the BOP units from Company's site Duliajan, Assam to Contractor's works place/workshop & return of BOP Units after completion of jobs as per Scope of work to Company's site at Duliajan, Assam shall be the sole responsibility of the Contractor. All to and fro transportation and insurance coverage cost of the BOP Units shall be borne by the Contractor.
 - (ii) Contractor shall collect the BOP Units within fifteen days from the date of serving the notice by OIL and after submission of performance security and Bank Guarantee as per clause no 18.0 in the "Special Condition of Contract". The collection of BOP units shall be started only after joint inspection of the same and obtaining approval from OIL at OIL's facility.
 - (iii) Before handing over the Units to Contractor, a physical inspection cum verification of the BOP Units will be carried out jointly by the representatives of the contractor and company and signed by both the parties certifying the status of the items in the Units. Similarly, at the time of the delivery of the Units by the Contractor to company at company's site at Duliajan after its repair and recertification the Units will be accepted by Company after verification of all necessary certificates (testing / recertification etc as per scope of work) and physical verification by Company's representative at Company's site.
 - (iv) The BOP Units shall be transported by the contractor to their workshop after collecting from company loading it onto trailers / truck. Crane facility for lifting the units onto the contractor's trailer at the time of handing over the unit at Duliajan will be arranged by OIL on free of charge basis. Contractor shall be responsible for off loading and loading of the Unit at Contractor's workplace/ workshop. Similarly, the repaired and re-certified Units after completion of the job should be transferred to Duliajan. Any breakage / damages / lost / theft / fire etc of the item in the units during transit (both upward and inward) and during the time the Units are in possession of the contractor shall be the responsibility of the contractor and the items to be suitably / replaced free of charge at no cost to the company. The RTO formalities and arrangement of road permits for taking the Units to the contractor's workplace / workshop from Duliajan (Assam) shall be responsibility of the contractor and all related expenses are to be borne by the contractor. However, OIL shall provide the necessary road permits to contractor for bringing the repaired/ refurbished / recertified Units from Contractor's workplace / workshop to OIL's site at Duliajan.

- 4.7 The contractor shall maintain an authentic “Daily work Sheet” for each of the equipment to have detailed entry of work performed / under process and also record of consumption of spares of the consumables (as per scope of work). The same should be signed by the contractor’s representative and copy of the same should be mailed to OIL weekly basis during refurbishment process. After completion of repairs of each BOP Units before offering for final inspection, contractor shall submit a consolidated list of spare parts / consumables replaced / used in the Units in respect of item detailed in the scope of work.
- 4.8 The contractor must submit all documents related to the refurbishment / recertification of the BOPs inclusive of all documents as per clause 4.9, VII of Section-II of the tender.

For recertification process at contractor’s facility contractor to note the following: -

- (i) The process of recertification by OEM Contractor should be carried out with valid API certificate and refurbishment / repairing shall have to be carried out at their facility which fulfills having statutory requirement(s).
- (ii) Refurbishment/Recertification may also be carried out at Contractor’s OEM authorised facility with the authorisation/certification from OEM.
- (iii) The refurbishment/Recertification may also be carried out at Contractor’s facility having facilities for such services as per API standard and such facility must conform to the requirement of statutory bodies, as applicable. In such cases authorised 3rd party inspection agency (DNV, BV, ABS or any other party with minimum 3 years experience of verification of BOP certification to any E&P Company OR to any oil field service company) shall verify/certify in accordance to Annexure B of “Repair and maintenance” and section 5.5 on “Design verification testing” of API Spec 16A (2004 edition).
- (iv) BOP’s that are to be refurbished/recertified outside India the responsibility in totality has to be borne by the contractor for repair/refurbishment / recertification including Export / Import of the BOPs for the same where OIL will have no responsibilities except certifying those BOPs are OIL’s property and used for operational purpose within India.
- (v) The BOP will be transferred to contractor’s facility in a staggered manner at the discretion of the company, so that OIL’s operation does not get hampered.
- (vi) Contractor shall have to use OEM spares or Non-OEM interchangable spares required during refurbishment and recertification of BOP’s. The requirement of such spares has to be indicated by the contractor and certified by company representative during inspection at OIL’s facility after opening the BOP by the contractor. The contractor must submit the documentary evidence of such purchases viz; Original invoice, customs clearance etc. to OIL.

- (vii) All Certificates and test reports like Hydro test report, hydro-test graph, inspection release note, NDT examination report and painting certificates etc. must be submitted to OIL.
- (viii) Warranty of 05 (five) years towards its satisfactory performance up to the rated capacity and against any defect/faulty materials and workmanship for field use must be provided by the contractor from the date of refurbished/overhauled BOP delivered at field head quarter of OIL in Duliajan.

4.10 Deliverables:

- Repaired, refurbished and recertified BOPs as per scope of work.
- To comply with OEM and API RP53 requirements.
- To comply with OISD guidelines
- To complete the recertification process within minimum time possible so that normal operation does not get jeopardized.

5.0 COMPLETION TIME:

- 5.1 The duration of the contract shall be for 3 years or completion of jobs as per scope of work, whichever is earlier. However the duration of the contract may be extended at the discretion of the Company.
- 5.2 The scope of work will be deemed to be completed only after successful refurbishment of all the BOPs offered by OIL for refurbishment and recertification and receiving all BOPs at OIL's facility in Duliajan from contractor's facility.
- 5.3 The date of completion (tentative) of repaired / refurbished / recertified BOPs and subsequent delivery at Duliajan must be indicated by the contractor after the pre- inspection to be carried out at OIL's facility at Duliajan. Accordingly BOPs will be released in a staggered manner as per OIL's discretion keeping in view of operational requirement.
- 6.0 OIL team may visit the bidder's facility to inspect the infrastructure and refurbishment/repairing job as and when situation arises.
- 7.0 **Deployment of contractor's personnel:** Contractor shall have to mobilize their personnel as per mobilization clause of the contract. Contractor's competent personnel shall have to be available at OIL's facility during disassembling/inspection at OIL's place. Contractor shall have to supply adequate manpower for disassembling of the BOPs for the preliminary inspection at OIL's facility. Transportation of each lot of BOPs shall be of Contractor's responsibility and accordingly necessary personnel shall have to be deployed by the contractor during transferring and receipt of each lot at OIL's facility.

END OF SECTION-II

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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 'BOP Unit' means the Blowout Preventer Unit (SHAFFER make / HYDRIL Make or any other Make BOP available with OIL) completed with all accessories and equipment as listed in the Contract.
- 1.2 'Company's items' means the equipment , materials and services, which are to be provided by the company(OIL) at the expense of Company and listed in the Contract.
- 1.3 'Contractor's items' means the equipment; materials and services , which are to be provided by the Contractor or Company at the expense of Contractor which , are listed in section under terms of reference and technical specification.
- 1.4 'Contractor's personnel' means the personnel as mentioned under section terms of reference and technical specification, to be engaged by Successful bidder / Contractor's behalf and notified in writing to the Company.
- 1.5 "Contractor's representative" means such persons duly appointed by the Contractor / Successful bidder therefore at site to act on Contractor's behalf and notified in writing to the company.
- 1.6 'Day' means a calendar day of twenty-four (24) consecutive hours beginning at 06.00hrs. and ending at 06.00 hrs.
- 1.7 'Approval' as it relates to Company, means written approval.
- 1.8 'Certificate of Completion' means certificate issued by the Company to the Contractors stating that he has successfully completed the jobs/works assigned to him and submitted all necessary reports as required by the company.
- 1.9 Workplace or Workshop means the place of works of the contractor where the repairing. Refurbishing and up gradation job of the Unit s shall be carried out.
- 2.0 **MOBILIZATION**
- 2.1 The mobilization of contractor's personnel shall commence on the date of receipt of the 'letter of Award' awarding the Contract and shall be completed on arrival of contractor's personnel with tools & equipments for dismantling/stripping and inspection of BOPs at OIL's facility in Duliajan as certified by company.

- 2.2 Mobilisation charges will be payable after completion of mobilisation as certified by the company.

3.0 CONTRACTOR'S PERSONNEL

- 3.1 Contractor warrants that it shall provide competent, qualified and sufficiently experienced personnel to perform the work correctly and efficiently.
- 3.2 Contractor should ensure that their personnel observe applicable company and statutory safety requirement. Upon Company's written request, contractor, entirely at its own expense, shall remove immediately any personnel of the Contractor determined by the Company to be unsuitable and shall promptly replace such personnel with personnel acceptable to the Company. Replacement personnel should be mobilized within 15 days from the date of issuance of notice without affecting the operation of the company.
- 3.3 The Contractor shall be solely responsible throughout the period of the contract for providing all requirements of their personnel including but not limited to, their transportation to & fro from Duliajan/ field site, enroute/ local boarding, lodging & medical attention etc. Company shall have no responsibility or liability in this regard. However, Company shall provide available medical assistance/facilities to Contractor's Personnel in case of emergency at its own establishment on chargeable basis.
- 3.4 Contractor's key personnel shall be fluent in English language (both writing and speaking).
- 3.5 The contractor shall provide details of experience, qualification and other relevant data of the personnel to be deployed for scrutiny and clearance by the company before the actual deployment. The contractor shall not deploy its personnel unless cleared by the company.
- 3.6 The Contractor shall nominate one of its personnel as Contractor's representative who shall be in charge of Contractor's personnel and who shall have full authority to resolve all day to day matters, which arise at the site.
- 3.7 The Contractor shall have a base office at Duliajan to be manned by competent personnel, who shall act for the Contractor in all matters relating to Contractor's obligations under the contract.
- 3.8 Contractor shall provide all manpower for necessary supervision and execution of all work under this contract to company's satisfaction except where otherwise stated.

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

- 4.1 Food of Contractor's personnel during the period of execution of the contract shall be to Contractor's responsibility.
- 4.2 Transportation of Contractor's personnel will be Contractor's responsibility.

- 4.3 Accommodation of Contractor's personnel during their stay at Duliajan shall be arranged by Contractor. OIL may however, provide its guest house facilities subject to availability, on chargeable basis.
- 4.3 **Medical Facilities:** The Contractor shall arrange for medical facilities of its personnel. However, OIL may provide services of OIL Hospital as far as possible in an emergency on payment basis.
- 5.0 **CONTRACTOR'S ITEMS**
- 5.1 Contractor shall provide contractor's items and personnel to perform the services under the contract as specified in this document.
- 5.2 Contractor shall be responsible for maintaining at his cost adequate stock levels of contractor's items including spares and replenishing them as necessary.
- 5.3 Contractor shall be responsible for the maintenance and repair of all contractors' items and will provide all spare parts, materials, consumables etc. during the entire period of the contractual period
- 6.0 **CONTRACTOR'S SPECIAL OBLIGATIONS**
- 6.1 It is expressly understood that contractor is an independent contractor and that neither it nor its employees and its subcontractors are employees or agents of company provided, however, company is authorised to designate its representative, who shall at all times have access to the BOP Units, related equipment and materials and all records, for the purposes of observing, inspecting and designating the work to be performed hereunder by contractor. The contractor may treat company's representative at work site as being in charge of all company's and company designated personnel at work site. The company's representative may, amongst other duties, observe, test, check and control implementation of the job under the contract, testing programmes, equipment and stock, inspect works performed by contractor or examine records kept at work site by contractor.
- 6.2 Compliance with company's Instructions: Contractor shall comply with all instructions of company consistent with the provision of this Contract, including but not limited to completion programme, safety instructions, confidential nature of information, etc. Such instructions shall, if contractor request, be confirmed in writing by company's representative.
- 7.0 **COMPANY'S SPECIAL OBLIGATIONS**
- 7.1 Company shall at its cost, provide items and services as shown in this document.
- 7.2 Company shall be responsible at its cost, for maintaining adequate stock levels of its items and replenishing the same as deemed necessary, unless specified to the contrary elsewhere in the contract.

8.0 PAYMENTS, MANNER OF PAYMENT, RATES OF PAYMENT, FORCE MAJEURE ETC.:

- 8.1 Company shall pay to the Contractor during the term of the Contract the amount due from time to time calculated according to the rates of payment set and in accordance with other provisions hereof. No other payments shall be due from company unless specifically provided for in the Contract. All payments will be made in accordance with the terms hereinafter described.
- 8.2 **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.
- 8.3 Payment of any invoices shall not prejudice the right of company to question the validity of any charges therein, provided company within one year after the date of payment shall make and deliver to contractor written notice of objection to any item or items the validity of which in question.
- 8.4 Invoices: Mobilization charges will be invoiced only upon completion of mobilization submission/production of appropriate inventory documents, and physical verification by company representative.
- 8.5 Invoice for reimbursable charges related to the contract will be accompanied by documents supporting the cost incurred.
- 8.6 Contractor will submit 4(four) sets of all invoices duly super scribed 'Original' and 'copy' as applicable to the company for processing payment. Separate invoices for the charges payable under the contract shall be submitted by the Contractor for foreign currency and Indian currency.
- 8.7 Payment of invoices, if undisputed, shall be made within 30 days following the date of receipt of invoice by Company.
- 8.8 Company shall within 20 days of receipt of the invoice notify the contractor of any item under dispute, specifying the reasons thereof, in which event, and payment of the disputed amount may be withheld until settlement of the dispute, but payment shall be made of any undisputed portion on or before the due date. This will not prejudice the company's right to question the validity of the payment at a later date as envisaged in Clause 8.3 above.
- 8.9 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.
- 8.10 Payments of other invoices as set forth in Clause 8.4 shall be made within 60 days following the date of receipt of the invoices by Company.
- 8.11 Payment of mobilization charges shall be made within 45 days following the date of receipt of undisputed invoices by Company. Mobilization should be complete in all respect before raising invoice.

8.12 Payment of demobilization charges shall be made when applicable within 45 days following receipt of invoice by Company accompanied by the following documents from the contractor:

- a) Audited account up to completion of the Contract.
- b) Tax audit report for the above period as required under the Indian Tax Laws.
- c) Documentary evidence regarding the submission of returns and payment to taxes for the expatriate personnel engaged by the Contractor or by its sub-contractor.
- d) Proof of departure of personnel after completing the job under the contract.
- 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.

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

8.14 **SET-OFF:** Any sum of money due and payable to the Contractor (including Performance Security refundable to them) under this or any other Contract may be appropriated by OIL and set-off against any claim of OIL (or such other person or persons contracting through OIL) for payment of a sum of money arising out of this contract or under any other contract made by the Contractor with OIL (or such other person or persons contracting through OIL).

8.15 **Subsequently Enacted Laws:** Subsequent to the date of submission of bid by the Contractor, if there is a change in or enactment of any law or interpretation of existing law, which results in additional cost/reduction in cost to Contractor on account of the operation under the Contract, the Company/Contractor shall reimburse/pay Contractor/Company for such additional/reduced costs actually incurred.

9.0 **LOSS OR DAMAGE TO BOP:**

9.1 The Contractor shall at all times be solely responsible for any damage to or loss or destruction of the BOP Units and its other accessories handed over by Company for refurbishment/Recertification irrespective of how such loss, damage or destruction is caused, and even if caused by the negligence of the Company and/or his servants, agents, nominees, assignees, Contractors and subcontractor, and Contractor shall hold harmless and indemnify the Company from and against any expenses, loss or claim related to or resulting from such loss, damages or destruction.

9.2 If the part of BOP Units is declared loss and/or construed to be total loss, as determined by the applicable insurance coverage, this contract shall be continued without termination for the remaining BOPs. Necessary recovery shall be made from the contractor for such losses.

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

10.0 **WAIVERS AND AMENDMENTS**:

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

11.0 **CUSTOMS DUTY**

11.1 Company shall use the BOP units 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.

11.2 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. Contractor shall indemnify OIL from all liabilities of Customs Duty.

11.3 All imports and import clearances under the contract shall be done by the contractor and OIL shall not provide any assistance in this regard.

- 11.4 However, in the event customs duty becomes leviable during the course of contract arising out of a change in the policy of the Government, Company shall be liable for payment of the customs duties leviable in India on Contractor's items as provided in Proforma-A or the actuals whichever is less, provided Contractor furnishes all necessary documents indicating the estimated customs duty at least 10 days in advance. Such payment of Customs Duty shall be arranged by Company and made available to the representatives of Contractor at Kolkata within 3 working days after Contractor submits the undisputed and clear necessary documents/duty assessment papers at Company's office at Kolkata. Contractor would be responsible for passing such payment to customs authorities at the port of entry. Company's obligation for Customs Duty payment shall be limited/restricted to the tariff rates as assessed by the Customs on the day of clearance, or as on the last day of the stipulated mobilisation period. In case of clearance thereafter, on the CIF value of items in Proforma-A will be frozen and any increase in Customs Duty on account of increase in value on these will be to the Contractor's account. Furthermore, in case the above CIF value is not acceptable to assessing Customs Officer and as a result if any excess Customs Duty becomes payable, it shall be to Contractor's account. Before filing Bill of lading, Bill of entry, the Contractor must consult the Company to avoid payment of excess Customs Duty.
- 11.4.1 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.
- 11.5 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.
- 12.0 **CONFIDENTIALLY:**
Contractor 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.
- 12.1 This obligation shall keep in force even after the termination date and until such information will be disclosed by company.

- 12.2 Contractor shall handover to company all company's documents or drafts concerning operations carried out and which are still in its possession before transferring the Work over Unit to another sphere.
- 12.3 Contractor shall forbid access to the Drilling/ Work over Unit to any people not involved in the well operations or not authorised by the company to have access to the Drilling / Work over Unit, however, this provision is not applicable to any Government and/or police representative on duty.
- 13.0 **RIGHTS AND PRIVILEGES OF COMPANY:** Company shall be entitled:
- 13.1 To check the Drilling/ Work over Unit and Contractor's items before the commencement Date. If they are not found in good order or do not meet specifications as per Section II or in case of non-availability of some of the Contractor's items listed therein, the contractor may not be allowed for commencement until the contractor has remedied such default.
- 13.2 To change the completion programme, mud programme to complete or abandon any well at any time.
- 13.3 To approve the choice of sub-contractors for any essential third party contract, concerning materials, equipment, personnel and services to be rendered by contractor. Sub-contract may be entered into by contractor only after company's approval.
- 13.4 To check, at all times, contractor's stock level, to inspect contractor's equipment and request for renovation or replacement thereof, if found in unsatisfactory condition or not conforming to regulations or specifications.
- 13.5 To order suspension of operations while and whenever:
- a) Contractor's personnel is deemed by company to be not satisfactory, or
 - b) Contractor's equipment does not conform to regulations or to the specifications laid down in the Contract.
 - c) Contractor's equipment turns into a danger to personnel on or around the rig or to the well, or
 - d) Contractor's insurance in connection with the operations hereunder is found by company not to conform with the requirements set forth in the contract.
 - e) Contractor fails to meet any of the provisions in the contract.
 - f) Any shortage in key/additional (compulsory) personnel and inadequacy of other personnel.
- 13.6 To reduce the rates reasonably, at which payments shall be made if the contractor is allowed to continue the operation despite having certain deficiency in meeting the requirements as per provision in the contract.
- 14.0 **EMERGENCY**
- 14.1 Without prejudice to clause 13.5 hereof company shall be entitled in emergency (the existence of which shall be determined by company) at its

own discretion, to take over the operations of the rig, direct contractor's personnel in the event that company's interest will demand so. In such case, company will notify contractor of its action and within three (3) days confirm such notice in writing, setting forth the reasons for its action.

14.2 In such event, company shall pay contractor in accordance with the terms of the contract as if contractor was carrying out the operations.

14.3 All operations so conducted shall remain at the risk of contractor to the extent contractor is covered by insurance. When the well has been completed or when the conduct of the operations has been returned to the contractor, the equipment shall again be put at contractor's disposal in the same condition as at the time the operations were taken over by company, taking into account normal wear and tear and any inherent defects at the time of taking over by the company.

15.0 **DURATION:**

The rates, terms and conditions shall continue till completion of contract as mentioned in the Scope of Work(Section-II).

16.0 **HEADINGS:**

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

17.0 **BANK GUARANTEE FOR BOP TRANSFER:**

For repairing / refurbishment / recertification of the BOPs at contractor's facility (OEM / NON – OEM), Bidder/Contractor will have to submit Bank Guarantee(BG) of an amount equivalent to the cost of BOPs that have to be handed over to the Contractor for the required jobs after receipt of the notice from the Company and before collecting the BOP Units from OIL to the bidder's facility towards any loss, damage, theft, fire etc. The equivalent cost of each BOPs will be determined by Finance & Accounts department of Oil India Limited (OIL) which will be full and final. The validity of such Performance Bank Guarantee should cover the time period till equipment (BOPs) will handed over to OIL to the fullest satisfaction. The Units shall be handed over to the contractor only after submission of Bank Guarantee to the Company. The Bank Guarantee shall be returned to the Contractor within one month after receipt of the Units at Designated OIL's facility.

END OF SECTION-III

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SECTION - IV

SCHEDULE OF RATES & PAYMENT

- 1.0 The bidders must quote the following rates in their priced bids as per the format given in Proforma – B1, B2 and B3.
- 2.0 Payment to the contractor under the contract shall be released in the following manner
 - I. **Mobilization charges:** After completion of mobilization as certified by the company within 30 (thirty) days of receipt of invoice. Maximum 7.5% of total contract value shall be payable against mobilization charges. Any excess amount quoted shall be released after completion of the contract.
 - II. **Charges for disassembling/inspection/re assembling:** Payment against this shall be released after completion of disassembling/inspection/re assembling as certified by Company within 30 (thirty) days of receipt of invoice.
 - III. **Charges for transfer of different sizes BOP units from OIL's facility at Duliajan to contractor's facility and back to Duliajan after completion of job:** Contractor shall raise invoice for transfer of BOPs after completion of contract. Payment against this shall be released within 30 (thirty) days of receipt of invoice.
 - IV. **Charges for disassembling/inspection/repair/refurbishing/ re assembling / testing / recertification at contractor's place:** 80% of the contract rate for each job completed against a particular BOP shall be released after completion of the job and receipt of the same at OIL's facility as certified by Company. Remaining 20% of the charges shall be released after successful field trial of the recertified BOP which shall be done within maximum of 03 (three) months from the date of receipt at OIL's facility. Payment against this shall be released within 30 (thirty) days of receipt of invoice.

NOTE: A list of jobs against each BOP is provided along with the price bid format of each category for Phase-IV of the schedule, i.e., for "Charges for disassembling/inspection/repair/refurbishing/ re assembling / testing / recertification at contractor's place". Bidders shall have to quote for each job against a BOP for this phase. The total of these rates shall be the quoted rate against each BOP in the price bid format of a particular category of Phase-IV. However, evaluation of bids shall be done on total cost quoted by the bidder for a particular Category of BOP, payment shall be released against the actual job done against a particular BOP.

- V. **De-mobilisation charges:** Payment against de-mobilization charges shall be released after completion of the contract within 30 (thirty)

days of receipt of invoice and after fulfilment of requirement as specified in Section-III.

- VI. **Charges for spares:** Payment against spares required for the refurbishment/overhauling shall be paid at per actual. The rates shall be as per the price list of OEM as submitted by the bidder. However the bidder shall have to confirm with an undertaking that that they have not supplied the item to any other party in a lesser price than this contract price.

END OF SECTION – IV

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

Place : Duliajan

Date :

For the Bidder/Contractor

Witness1 :

Witness 2:

&&&&

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

Sr l#	Item Descrip- -tion	Qty /Un it	Rate	Total	Freight & Insuranc e	CIF Valu e	Port & other charg e	Land ed Cost	Is it re- exportabl e? YES or NO	Yea r of Mfg.	HSN Cod e
A	B	C	D	$E = C \times D$	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:

IFB No. CDG8460P16**Sub : Hiring of Services For Inspection, Refurbishment and Recertification of OIL's Blow Out Preventer****PRICE BID FORMAT****1) CATEGORY-I (For Cameron BOP's)**

Phases	Description		Unit	Quantity	Rate	Total
					Currency	
1	Mobilization (TM1)		LUMP SUM	1		
2	Charges for stripping off the BOP's / Initial Inspection/ Submission of reports. (TINSPECT-1)	BOP Size				
		7.1/16 x 10M(DBL ram)	No	2		
		13.5/8"x 5M (SGL ram)	No	2		
		13.5/8"x 5M (DBL ram)	No	4		
		13.5/8"x 10M (SGL ram)	No	1		
		13.5/8"x 10M (DBL ram)	No	3		
		13.5/8"x 10M (Annular)	No	4		
3	Charges for Transfer of above BOPs from Duliajan to Contract's facility and return to Duliajan after completion of job.(TRANS-1)		LOT	6		
4	Charges for Refurbishment /Reassembling /Testing /Recertification of BOP's at Contractors place.(TCON-1)	BOP Size				
		7.1/16 x 10M(DBL ram)	No	2	A1	=2xA1
		13.5/8"x 5M (SGL ram)	No	2	A2	=2xA2
		13.5/8"x 5M (DBL ram)	No	4	A3	=4xA3
		13.5/8"x 10M (SGL ram)	No	1	A4	=1xA4
		13.5/8"x 10M (DBL ram)	No	3	A5	=3xA5
		13.5/8"x 10M (Annular)	No	4	A6	=4xA6
5	Demobilization (TD1)		LUMP SUM	1		
TOTAL CONTRACT COST FOR CATEGORY-I						

**PRICE BREAK-UP (JOB WISE) FOR Phase- 4 of Category-I Price bid format
PROFORMA-B-1:**

Sl No.	Description	CAMERON					
		RATES FOR VARIOUS SIZES					
		7.1/16 x 10M (Dbl ram)	13.5/8"x 5M (SGL ram)	13.5/8"x 5M (DBL ram)	13.5/8"x 10M (SGL ram)	13.5/8" x 10M (DBL ram)	13.5/8"x 10M (Annular)
1	Top Connection Repair						
2	Bottom Connection Repair						
3	Through Bore Repair						
4	Upper Ram Bore Cavity Repair						
5	Lower Ram Bore Cavity Repair						
6	Bonnet Seal Faces Repair(Upper Cavity)						
7	Bonnet Seal Faces Repair(Lower Cavity)						
8	Ram Change Piston Seal Pocket Repair						
9	Bonnet Bolt Hole Threading						
10	PWHT(Post Weld Heat Treatment) for Body						
11	Intermediate Flange Repair(Standard Bonnet)						
12	Intermediate Flange Repair(Large Bore Bonnet)						
13	PWHT(Post Weld Heat Treatment) for intermediate Flange						

14	Standard Bore Bonnet Repair						
15	Large Bore Bonnet Repair						
16	PWHT for Bonnet						
17	Bonnet Bolt Threading						
18	Assembly and Testing						
19	Painting						
TOTAL		=A1	=A2	=A3	=A4	=A5	=A6

Notes:

- (i) The actual no of BOP (Annular or Ram) and size to be refurbished and re-certify may differ from above after preliminary inspection at OIL's facility.
- (ii) Quoted charges shall be inclusive of all applicable taxes and duties except Service tax and Custom duty which shall be to OIL's account, if applicable.
- (iii) Payment against each line item shall be made at per actual job done.
- (iv) Number of BOPs per LOT of transfer against **Phase-3** shall be maximum 3(three). However, actual number of BOPs per lot may be less than 3(three) for which per lot charge shall be payable to the contractor.

IFB No. CDG8460P16**Sub : Hiring of Services For Inspection, Refurbishment and Recertification of OIL's Blow Out Preventer****PRICE BID FORMAT****CATEGORY-II (FOR CONTROL FLOW & HYDRIL BOP)**

Phase	Description	Unit	Quantity	Rate	Total
1	Mobilization (TM2)	LUMP SUM	1		
2	Charges for stripping off the BOP's / Initial Inspection/ Submission of reports. (TINSPECT-2)	BOP Size			
		13.5/8"x 5M (Annular)	No	1	
		21.1/4x5M (Annular)	No	1	
3	Charges for Transfer of above BOP's from Duliajan to Contract's facility and return to Duliajan after completion of job.(TRANS-2)	LOT	2		
4	Charges for Refurbishment/Re assembling /Testing /Recertification of BOP's at Contractors place.(TCON-2)	BOP Size			
		13.5/8"x 5M (Annular)	No	1	=B1 =1xB1
		21.1/4x5M (Annular)	No	1	= B2 =1xB2
5	Demobilization (TD2)	LSM	1		
TOTAL CONTRACT COST FOR CATEGORY-II					

PRICE BREAK-UP (JOB WISE) FOR Phase- 4 of Category-II Price bid format PROFORMA-B-2:

Sl No.	Description	CONTROL FLOW & HYDRIL BOP's	
		RATES FOR VARIOUS SIZES	
		13.5/8"x 5M (ANNULAR)	21.1/4"x 5M (Annular)
1	Top Connection Repair		
2	Bottom Connection		

	Repair		
3	Through Bore Repair		
4	Upper Ram Bore Cavity Repair		
5	Lower Ram Bore Cavity Repair		
6	Bonnet Seal Faces Repair(Upper Cavity)		
7	Bonnet Seal Faces Repair(Lower Cavity)		
8	Ram Change Piston Seal Pocket Repair		
9	Bonnet Bolt Hole Threading		
10	PWHT(Post Weld Heat Treatment) for Body		
11	Intermediate Flange Repair(Standard Bonnet)		
12	Intermediate Flange Repair(Large Bore Bonnet)		
13	PWHT(Post Weld Heat Treatment) for intermediate Flange		
14	Standard Bore Bonnet Repair		
15	Large Bore Bonnet Repair		
16	PWHT for Bonnet		
17	Bonnet Bolt Threading		
18	Assembly and Testing		
19	Painting		
TOTAL		=B1	=B2

Notes:

- (i) The actual no of BOP (Annular or Ram) and size to be refurbished and re-certify may differ from above after preliminary inspection at OIL's facility.
- (ii) Quoted charges shall be inclusive of all applicable taxes and duties except Service tax and Custom duty which shall be to OIL's account, if applicable.
- (iii) Payment against each line item shall be made at per actual job done.
- (iv) Number of BOP's per LOT of transfer against **Phase-3** shall be maximum 3(three). However, actual number of BOPs per lot may be less than 3(three) for which per lot charge shall be payable to the contractor.

IFB No. CDG8460P16**Sub : Hiring of Services For Inspection, Refurbishment and Recertification of OIL's Blow Out Preventer****PRICE BID FORMAT****CATEGORY-III (FOR NL SHAFFER BOP)**

Phase	Description	Unit	Quantity	Rate	Total
1	Mobilization (TM1)	LUMP SUM	1		
2	Charges for stripping off the BOP's / Initial Inspection/ Submission of reports. (TINSPECT-1)	BOP Size			
		7.1/16 x 5 M(DBL ram)	No	1	
		7.1/16 x 10 M(DBL ram)	No	1	
		13.5/8"x 5M (DBL ram)	No	10	
		13.5/8"x 15M (SGL ram)	No	1	
		13.5/8"x 15M (DBL ram)	No	1	
		21.1/4x5M (DBL ram)	No	1	
		13.5/8"x 5M (Annular)	No	13	
		21.1/4 x 5M(Annular)	No	1	
		20.3/4x3M(Annular)	No	1	
		30"x1M(Annular)	No	1	
3	Charges for Transfer of above BOP's from Duliajan to Contractor's facility and return to Duliajan after completion of job.(TRANS-1)	LOT	12		
4	Charges for Refurbishment/Reassembling /Testing /Recertification of BOP's at Contractors place.(TCON-1)	BOP Size			
		7.1/16 x 5 M(DBL ram)	No	1	C1
		7.1/16 x 10 M(DBL ram)	No	1	C2
		13.5/8"x 5M (DBL ram)	No	10	C3
		13.5/8"x 15M (SGL ram)	No	1	C4
		13.5/8"x 15M (DBL ram)	No	1	C5

		21.1/4x5M (DBL ram)	No	1	C6	
		13.5/8"x 5M (Annular)	No	13	C7	
		21.1/4 x 5M(Annular)	No	1	C8	
		20.3/4x3M (Annular)	No	1	C9	
		30"x1M(Annular)	No	1	C10	
5	Demobilization (TD1)		LUM PSU M	1		

PRICE BREAK-UP (JOB WISE) FOR Phase- 4 of Category-III Price bid format PROFORMA-B-3:

Sl No.	Description	NL SHAFFER									
		RATES FOR VARIOUS SIZES									
		7.1/1 6 x 5M (Dbl ram)	7.1/1 6 x 10M (Dbl ram)	13.5/ 8"x 5M (DBL ram)	13.5/8 "x 15M (SGL ram)	13.5/8 "x 15M (DBL ram)	21.1/4 "x 5M (DBL RAM)	13.5/8 "x 5M (Annular)	21.1/4 "x 5M (Annular)	20.3/ 4"x 3M (Annular)	30"x 1M (Annular)
1	Top Connection Repair										
2	Bottom Connection Repair										
3	Through Bore Repair										
4	Upper Ram Bore Cavity Repair										
5	Lower Ram Bore Cavity Repair										
6	Bonnet Seal Faces Repair (Upper Cavity)										
7	Bonnet Seal Faces Repair (Lower Cavity)										
8	Ram Change										

	Piston Seal Pocket Repair										
9	Bonnet Bolt Hole Threading										
10	PWHT(Post Weld Heat Treatment) for Body										
11	Intermediate Flange Repair(Standard Bonnet)										
12	Intermediate Flange Repair(Large Bore Bonnet)										
13	PWHT(Post Weld Heat Treatment) for intermediate Flange										
14	Standard Bore Bonnet Repair										
15	Large Bore Bonnet Repair										
16	PWHT for Bonnet										
17	Bonnet Bolt Threading										
18	Assembly and Testing										
19	Painting										
TOTAL		C1	C2	C3	C4	C5	C6	C7	C8	C9	C10

Notes:

- (i) The actual no of BOP (Annular or Ram) and size to be refurbished and re-certify may differ from above after preliminary inspection at OIL's facility.
- (ii) Quoted charges shall be inclusive of all applicable taxes and duties except Service tax and Custom duty which shall be to OIL's account, if applicable.
- (iii) Payment against each line item shall be made at per actual job done.
- (iv) Number of BOP's per LOT of transfer against **Phase-3** shall be maximum 3(three). However, actual number of BOPs per lot may be less than 3(three) for which per lot charge shall be payable to the contractor.

BID FORM

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

Sub: IFB No. CDG8460P16

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 _____ 2015.

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

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

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

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

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

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

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

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 ____ 2015.

THE CONDITIONS of these obligations are:

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

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

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

SIGNATURE AND SEAL OF THE GUARANTORS _____
Name of Bank & Address _____

Witness _____
Address _____

(Signature, Name and Address)

Date: _____
Place: _____

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

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

FORM OF PERFORMANCE BANK GUARANTEE

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

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

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

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

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

This guarantee is valid until the date _____ (calculated at **15 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 LETTER OF AUTHORITY

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

Sir,

Sub: OIL's IFB No. CDG8460P16

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

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

Yours Faithfully,

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

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

AUTHORISATION FOR ATTENDING BID OPENING

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

Date : _____

Sir,

Sub : OIL's IFB No. CDG8460P16

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.