

**OIL INDIA LIMITED**  
**RAJASTHAN PROJECT**  
**JODHPUR**

**TENDER**

FOR

**HIRING OF CORING SERVICES**  
**ON CALL-OUT BASIS**

**TENDER/ IFB NO. : CJG3522P15**

**JUNE'2014**  
**JODHPUR**

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(TENDER NO.: CJG3522P15)

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**ऑयल इंडिया लिमिटेड**  
(भारत सरकार का उद्योग) पंजीकृत कार्यालय: दुर्गापुर, झारखण्ड  
**Oil India Limited**  
(A Government of India Enterprise) Registered Office: Durgapur, Assam

**Materials & Contracts Department  
(Rajasthan Project)**

2A, Dist. Shopping Centre,  
Saraswati Nagar  
Jodhpur . 342 005  
Rajasthan, India.  
Phone -0291-2729473  
Fax : 0291-2727050  
Email: km\_kumar@oilindia.in

Date: 03.06.2014

**FORWARDING LETTER**

**Tender No. : CJG3522P15**

M/s-----  
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**Sub: Hiring of Coring Services On Call-Out Basis**

1.0 OIL INDIA LIMITED (OIL), Government of India Enterprise, is a premier oil Company engaged in exploration, production and transportation of crude oil & natural gas. In connection with its drilling and exploration activities for hydrocarbon at RAJASTHAN PROJECT, OIL invites ONLINE **International Competitive Bids (ICB)** for Hiring of Coring Services on Call-Out Basis for NELP-VII Block (RJ-ONN-2005/2) & NELP- VI Block (RJ/ONN/2004/2) in Rajasthan.

For your ready reference, few salient features (Covered in details in this bid document) are highlighted below.

- |      |                                     |   |   |
|------|-------------------------------------|---|---|
| i)   | OIL's Tender No                     | : | CJG3522P15 dated 08.05.2014   |
| ii)  | Tender Fee                          | : | ₹ 10,000.00 <b>OR</b> US\$ 168.00                                       |
| iii) | Type of Bid                         | : | <b>Single Stage Two Bid System</b>                                      |
| iv)  | Bid Closing Date & Time             | : | 22.07.2014 at 11.00 hrs (IST)   |
| v)   | Bid Opening (Technical) Date & Time | : | 22.07.2014 at 15.00 hrs (IST)   |
| vi)  | Bid Opening Place                   | : | Office of Chief Manager (M&C),<br>Oil India Limited, Jodhpur, Rajasthan |
| vii) | Amount of Bid Security              | : | ₹ 6,14,000.00 <b>OR</b> US\$ 10,282.00<br>(Non- interest bearing)       |

- viii) Amount of Performance Security : 7.5 % of total estimated Contract Value
- ix) Mobilization Time : (On Call out basis)- Within Seven (07) days from the date of issue of mobilization notice by Company against each call.
- x) Liquidated Damage for timely Mobilization : Liquidated damages shall be applicable for default in timely Mobilization @ 0.5% per week of the total estimated agreement value for delay in mobilization per week or part thereof subject to maximum of 7.5% of total Contract Value.
- xi) Duration of Contract : One (1) year from the date of issue of LOA with a provision for extension for another One (1) year as per same rates, terms and conditions.

2.0 We now look forward to receive your most competitive offer in line with the tender terms well within the bid closing date and time

Yours faithfully

OIL INDIA LIMITED

**(P.C. MAZUMDAR)**  
**CHIEF MANAGER (M&C)**  
**FOR EXECUTIVE DIRECTOR (RP)**

Part-1

**SECTION – I**

**INVITATION FOR BIDS**

- 1.0 Oil India Limited (OIL) invites competitive ON-LINE Bids for the following services under Single Stage Two Bid System for its RAJASTHAN PROJECT through e-Procurement portal <https://etender.srm.oilindia.in/irj/portal>
- 1.1 IFB No. : CJG3522P15 dated 08.05.2014
- 1.2 Bid Closing Date & Time : 22.07.2014 (11:00 Hrs. IST)
- 1.3 Tender Fee : ₹ 10,000.00 OR US\$ 168.00
- 1.4 Bid Security : ₹ 6,14,000.00 OR US\$ 10,282.00
- 2.0 **Description of Services:** Hiring of Coring Services on Call-Out Basis Services for NELP-VII Block (RJ-ONN-2005/2) & NELP- VI Block (RJ/ONN/2004/2) in Rajasthan.
- 3.0 Tender Document will not be issued physically by Company. Bidders who have not participated in OIL's e-tender earlier must mention "New Bidder" in the application form & submit their applications showing full address (including e-mail ID) alongwith the non-refundable Tender Fee (excepting PSUs and SSI Units registered with NSIC) in the form of a Demand Draft/Banker's Cheque/ Cashier's Cheque in favour of OIL INDIA LIMITED and payable at JODHPUR to the CHIEF MANAGER (M & C), OIL INDIA LIMITED, 2A, DISTRICT SHOPPING CENTRE ,SARASWATI NAGAR, BASNI, JODHPUR -342005, RAJASTHAN (INDIA) between **07.06.2014 and 15.07.2014** i.e. one week prior to the scheduled bid closing date. On receipt of application and Tender Fee as above, USER-ID and initial PASSWORD will be communicated to the bidder (through e-mail) and will be allowed to participate in the tender through OIL's e-Procurement portal. For bidders who are already having vendor code / user id are advised to log in using user id & password and register against above e-tender and indicate the same while making application along with tender fee for participation. Details of the IFB can be viewed using "Guest Login" provided in the e-procurement portal. **USER-ID and PASSWORD are not transferable.** The link to e-procurement portal has also been provided through OIL's website [www.oil-india.com](http://www.oil-india.com).
- 4.0 OIL reserves the right to refuse issue of Pass Word to such parties even on payment of tender fee, about whose competence OIL is not satisfied. Company's decision in this regard shall be final.
- 5.0 OIL reserves the right to reject any/all bids and cancel the tender without assigning any reason whatsoever.

-: Please visit us at [www.oil-india.com](http://www.oil-india.com):-

(END OF SECTION – I)

Part-1

SECTION – II

**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.

1.1 It is advisable that the bidder should carry out reconnaissance survey of the area for proper understanding and appreciation of its environmental and logistic issues before bidding.

**A. BIDDING DOCUMENT / TENDER DOCUMENT**

2.0 The services required, bidding procedures and contract terms are prescribed in the Bidding Documents.

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

3.0 AMENDMENTS TO BIDDING DOCUMENT:

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

3.2 The Addendum will be uploaded in OIL's e-Portal in the "Technical RFx Response" tab under "Amendments to Tender Documents". Prospective Bidders (to whom Company issues the USER-ID & PASSWORD), shall be intimated about the amendments through e-mail/fax/courier etc. The Company may, at its discretion, extend the deadline for bid submission, if the Bidders are expected to require additional time in which to take the Addendum into account in preparation of their bid or for any other reason. Bidders shall also check OIL's E-Tender portal for any amendments to the bid documents before submission of their bids.

**B. PREPARATION OF BIDS**

4.0 LANGUAGE OF BIDS:

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

## 5.0 DOCUMENTS COMPRISING THE BID:

### **I. TECHNICAL BID**

- (i) Complete technical details of the services and equipment specifications with catalogue, etc. as applicable.
- (ii) Documentary evidence establishing Bidder's eligibility as per BEC/BRC defined in **Part-2, Section-I**.
- (iii) Bid Security (scanned copy) furnished in accordance with Para 10.0 below.
- (iv) Statement of compliance as per **Part-2 of Section-I, Proforma - I**.
- (v) BOQ as per **Part-2 of Section - I, Proforma - II without indicating the rates/prices.**
- (vi) Duly Signed **Integrity Pact** as per **Part-2 of Section - I, Proforma - III**.
- (vii) Proforma as required in Part-4 of the tender document.
- (viii) All other Annexure and Proforma as required in the Tender.

### **II. COMMERCIAL (PRICED) BID**

- (i) Bid Form as per **Section-III in PART-3**.
- (ii) Price-Bid as per **Proforma-II, Section-I , in PART-2**.

## 6.0 BID FORM:

The bidder shall complete the Bid Form (Section-III in PART-3) and the appropriate Price schedule furnished in the Bid Document.

## 7.0 BID PRICE:

7.1 Prices must be quoted by the Bidders online as per the Price Bid format available in OIL's E-Portal.

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

7.3 **Except Service Tax;** all duties and taxes including Customs Duty (if any), Corporate income taxes, and other levies payable by the Contractor under the Contract, 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. However, the bidder should indicate separately the quantum of tax or any other duties/levies included in their quoted rates.

7.3.1 Since the services are required within seven (07) days notice, all requisite equipment/tools for carrying out the intended services must be available with the bidders in India. OIL INDIA LIMITED will not issue any recommendatory letter to facilitate the Contractor for import of any related equipment/tool against this contract, which may result in longer mobilization time and ultimately lead to idle rig hours. Bidders should take a note of the above while submitting their offer.

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

8.0 CURRENCIES OF BID AND PAYMENT:

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

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

9.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS

As detailed in PART-2, Section-I.

10.0 BID SECURITY:

10.1 Pursuant to Para 5.0 above, the Bidder during online submission of its bid shall furnish as part of its Technical unpriced Bid, Bid Security (scanned copy) in the amount as specified in the "Forwarding Letter".

10.2 The **Original Bid Security** for the amount as specified in the "Forwarding Letter" must reach the office of Chief Manager (M & C), Oil India Limited, 2A, District Shopping Centre, Saraswati Nagar, Basni, Jodhpur -342005, Rajasthan, India before the scheduled Bid Closing Date and Time of the Tender, otherwise Bid will be rejected. Tender Number (CJG3522P15) and the Description of work must be clearly highlighted on the envelope containing the original Bid Security. A scanned copy of this document should also be uploaded alongwith the un-priced Technical Bid in the Technical RFX tab of Oil's e-portal.

10.3 The Bid Security is required to protect the Company against the risk of Bidder's conduct, which would warrant the security's forfeiture, pursuant to sub-para 10.8 below.

10.4 The Bid Security shall be denominated in the currency of the Bid or another freely convertible currency, and shall be in the following forms:-

- a) A bank guarantee or irrevocable Letter of Credit issued by a scheduled Indian bank or by a foreign bank through its Indian branch, in the form provided vide Proforma-A, PART-4 or another form acceptable to the Company and valid for 30 days beyond the validity of the Bid. The bank guarantee/Letter of Credit should be so endorsed that it can be invoked at the issuing bank's branch located at Jodhpur (Rajasthan) India or alternatively at New Delhi, India. 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 /Banker's Cheque or Demand Draft drawn on "OIL INDIA LIMITED" and payable at Jodhpur, Rajasthan (India).

10.5 Any Bid not secured in accordance with above-mentioned subparagraphs 10.1 to 10.4 will be rejected by Company as non-responsive, except those are exempted.

10.6 Unsuccessful Bidder's Bid Security will be discharged and/or returned immediately after finalisation of the Tender by Company or latest by within 30 days of expiry of the period of bid validity.

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

10.8 The Bid Security will be forfeited:

(a) If any Bidder withdraws their bid during the period of bid validity (including any subsequent extension) specified by the Bidder on the Bid Form, or

(b) If a Successful Bidder fails:

i) To sign the contract within reasonable time and within the period of bid validity, and /or,

ii) To furnish Performance Security.

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

10.9 In case any bidder withdraws their bid during the period of bid validity, Bid security will be forfeited and the party shall be debarred for a period of 2(two) years.

10.10 EXEMPTION FROM SUBMISSION OF BID SECURITY:

Central Govt. offices, Central Public Sector undertakings and firms registered with NSIC/SME (subject to furnishing proper evidence as per guidelines) are exempted from submitting Bid Security.

11.0 PERIOD OF VALIDITY OF BIDS:

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

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

## 12.0 FORMAT AND SIGNING OF BID:

As the Bids are to be submitted ONLINE with digital signature, manual signature is not required

## C. SUBMISSION OF BIDS:

### 13.0 ONLINE SUBMISSION :

- 13.1 The Bid should be submitted online up to 11:00 Hrs. (IST) (Server Time) on the date as mentioned herein i.e., on the scheduled Bid Closing Date. The Technical Bids will be opened on the same day at 15:00 Hrs. (IST) at the office of Chief Manager (M&C), Oil India Limited, 2A, District Shopping Centre, Saraswati Nagar, Basni, Jodhpur -342005, and Rajasthan, India in presence of authorized representative of the bidder.
- 13.2 The Rates/Prices alongwith price related conditions should be filled online in the Price-Bid Format and uploaded under the “Notes & Attachment” tab. All other techno-commercial documents other than the cost details to be submitted with unpriced bid as per tender requirement placed in the “un-priced” bid folder. No rate/price should be entered in Technical Bid, otherwise the offer will be rejected.
- 13.3 The Bid and all uploaded documents must be digitally signed by duly authorized representative of the bidding company using “Class 3” digital certificate [e-commerce application (Certificate with personal verification and Organization name)] as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India.
- 13.4 The Bidder will be responsible for ensuring the validity of digital signature and its proper usage by their employee. The authenticity of above digital signature shall be verified through authorized CA after the bid opening. If the digital signature used for signing is not of “Class-3” with Organization name, the bid will be rejected.
- 13.5 The Tender is invited under SINGLE STAGE TWO-BID SYSTEM. Therefore, the Bidder has to submit both the “TECHNICAL” and “PRICE” bids through electronic form in OIL’s e-Tender Portal within the Bid Closing Date and Time stipulated in the e-Tender. Please ensure that the Techno-Commercial Bid is to be submitted as per Scope of Work & Technical Specifications along with all technical related documents related to the tender in the Technical RFX Response-> User -> Technical Bid only. The “TECHNICAL/UNPRICED BID” shall contain all techno-commercial details except the prices.
- 13.6 Details of prices as per Price Bid format / Priced bid can be uploaded as Attachment in the attachment link below tendering text in the attachment option under “Notes & Attachments”. A screen shot in this regard is given below. Offer not complying with above submission procedure will be rejected.**

**Please note that no price details should be uploaded in Technical RFX Response, otherwise the offer will be rejected.**

**Display RFX Response:**

|  |  |  |  |  |

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

|  |  |  |  |

**Basic Data | Questions**

**Event Parameters**

Currency:

Detailed Price Information:

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

Created E...  
Last Processed C...  
Last Processed E...

**Partners and Delivery Information**

|  |  |

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

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

**Edit RFX 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

|  |  |  |  |

**Notes**

|

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

**Attachments**

|  |  |  |  |

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

**Note :**

\* The "Technical/Unpriced Bid" shall contain all techno-commercial details **except the prices.**

\*\* The “Price bid” must contain the price schedule and the bidder’s commercial terms and conditions. For uploading Price Bid, first click on Sign Attachment, a browser window will open, select the file from the PC and click on “Sign” to sign the file. On Signing a new file with extension **.SSIG** will be created. Close that window. Next click on Add Attachment, a browser window will open, select the **.SSIG** signed file from the PC and name the file under Description, Assigned to General Data and click on OK to save the File.

**SINGLE STAGE TWO BID SYSTEM** shall be followed for this tender and only the PRICED-BIDS of the bidders whose offers are commercially and technically acceptable shall be opened for further evaluation.

13.7 In Technical Bid Opening, only the **Technical RFX Response** will be opened. **Please do refer the User Manual provided on the portal on the procedure “How to create Response” for submitting offer.**

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

13.8 The offer should contain complete specifications, details of services and equipment/accessories offered together with other relevant literature/catalogues of the equipment offered. A scanned copy of Bid Security as mentioned in Clause 10.0 should be submitted with the Techno-commercial unpriced Bid in the “Technical RFX Response” tab.

13.9 All the conditions of the contract to be signed with the successful bidder are given in various Sections of this document. Bidders to state their compliance to each clause of BRC vide Statement of compliance as per Proforma – I of Section-I, Part-2 and the same should be uploaded with the techno-commercial unpriced bid.

14.0 **The Integrity Pact:**

OIL shall be entering into an Integrity Pact with the Bidders as per format enclosed vide as per Part-2 of Section – I, Proforma - III to the Tender Document. This Integrity Pact proforma has been duly signed digitally by OIL’s competent signatory. The proforma has to be returned by the Bidder (alongwith their Technical Bid) duly signed digitally by the same signatory who signed the bid i.e., who is authorized to sign the bid. Any bid not accompanied by Integrity Pact Proforma duly signed (digitally) by the Bidder shall be rejected straightway. Uploading the Integrity Pact with digital signature will be construed acceptance of all terms & conditions mentioned therein and that all pages of the Integrity Pact have been signed by the bidder’s authorized signatory who signs the Bid

14.1 OIL has appointed Shri N. Gopaldaswami, Ex-CEC and Shri R.C. Agarwal, IPS (Retd) as Independent Monitors (IEMs) for a period of three (3) years to oversee implementation of the Integrity Pact in OIL. Bidders may contact the

Independent Monitors for any matter related to this Invitation for Bid (IFB) at the following addresses:

1. Shri N. Gopaldaswami, IAS (Retd), Ex-CEC, Phone No. :91-44-2834-2444(Res), 91-9600144444(Cell);  
E-mail : gopaldaswamin@gmail.com
  2. Shri R. C. Agarwal, IPS (Retd), Phone No. : 91-11-22752749(Res),  
91-9810787089(Cell); E-mail : rcagarwal@rediffmail.com
- 15.0 Rates/Prices must be quoted/maintained in the “online price schedule” only. OIL will consider the rates/prices quoted in the “online price schedule” only.
- 16.0 Timely submission of online bids is the responsibility of the Bidders. The Bid alongwith all annexure and copies of documents should be submitted in e-form only through OIL’s e-bidding engine. The Bid submitted in physical form against e-procurement tenders shall not be given any cognizance. However, the following documents should necessarily be submitted in physical form in sealed envelope. The Tender No. and the Date of Bid Closing/Opening must be prominently marked on the outer cover/envelope containing these documents and should be sent to Chief Manager (M & C), Oil India Limited, 2A, District Shopping Centre, Saraswati Nagar, Basni, Jodhpur -342005 India so as to reach before the scheduled Bid Closing Date and Time of the Tender.
- (i) The Original Bid Security.
  - (ii) Power of Attorney for signing the Bid/Offer.
  - (iii) Other documents required to be submitted in original as per tender requirement, if any.

17.0 INDIAN AGENTS:

Foreign Bidders are requested to clearly indicate in their quotation whether they have an agent in India. If so, the bidders should furnish the name and address of their agents and state clearly whether these agents are 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 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.

- 17.1 Either the Indian agent on behalf of Principal/OEM or the Principal/OEM itself can bid, but both cannot bid simultaneously in the same tender. Further, if an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same tender.

18.0 DEADLINE FOR SUBMISSION OF BIDS :

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

18.2 No bid can be submitted/uploaded after the submission deadline is reached. The system time displayed on e-procurement web page shall decide the submission deadline.

19.0 EXTENSION OF BID SUBMISSION DATE/TIME:

19.1 Normally no request for extension of Bid Closing date & Time will be entertained by Company. However, in case of any change in the specifications, non-receipt of any offer, inadequate response or for any other reasons, Company may at its discretion or otherwise, extend the Bid Closing Date and/or Time.

19.2 In the event of receipt of Single Offer within Bid Closing date & Time, OIL reserves the right to extend Bid Closing Date and/or Time as deemed fit. During extension period bidders who have already submitted the bids on or before original Bid Closing date & Time shall not be permitted to revise their bid.

20.0 FORMAT OF BID SUBMISSION:

20.1 Bids to be submitted online at OIL's E-PORTAL. Detailed instructions are available in "USER MANUALS" in the E-PORTAL.

21.0 LATE BIDS:

Bidders are advised in their own interest to ensure that the bids are uploaded in the system well before the closing date and time of the bid. Company will not be responsible for any failure to upload the Bids due to last minute rush.

22.0 MODIFICATION AND WITHDRAWAL OF BIDS :

22.1 The Bidder after submission of bid may modify or withdraw its bid by written notice prior to the bid closing.

22.2 The Bidder's modification or withdrawal notice must be submitted in writing (either by fax/courier/registered post) so as to reach the office of Chief Manager (M & C), Oil India Limited, 2A, District Shopping Centre, Saraswati Nagar, Basni, Jodhpur -342005, Rajasthan, India before the deadline for submission of bids. Bidders may send these request letters to return their bids which they submitted earlier for modifications, if envisaged any prior to bid opening. The request should reach the office of Chief Manager (M & C), at least three (3) working days prior to the scheduled bid closing date. Once the earlier bid is returned by Company on request, Bidder can again upload their correct/revised bids within the stipulated bid closing date and time. Maintaining sufficient time gap to withdraw the earlier bids for modifications and to resubmit the bids after necessary corrections/modifications within the scheduled bid closing date and time is the sole risk and responsibility of Bidder. Company shall not be responsible for any delayed delivery/late receipt of such requests/notices for whatsoever reasons.

22.3 No bid can be modified subsequent to the deadline for submission of bids.

Post tender modification(s) of bid by any bidder within the period of its bid validity will lead to rejection of such offer and forfeiture of bidder's Bid security in full. Such modification (s) may also call for debarment of the bidder as mentioned above.

- 22.4 No bidder shall be permitted to withdraw their bid after its opening till expiry of bid validity including extended validity, if any. Such withdrawal will make the bidder liable to forfeit their Bid Security in full and be debarred them from participating against OIL's future tenders at the sole discretion of the Company and the period of debarment in no case shall be less than two (2) years.

### 23.0 BID OPENING AND EVALUATION

- 23.1 Company will open the Bids, including submission(s) made pursuant to para 22.0, in the presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Forwarding Letter. However, the Bidder's representative must produce an authorized letter from the bidder at the time of opening of tenders. Unless this Letter is presented, the representative will not be allowed to attend the opening of tenders. The Bidders' representatives who are allowed to attend the bid opening shall sign in a register evidencing their attendance. Only one representative against each bid will be allowed to attend.
- 23.2 Bid (if any) for which an acceptable notice of withdrawal has been received pursuant to para 22.2 shall not be opened. On opening the remaining bids Company will examine them to determine whether the same are complete, requisite Bid Securities have been furnished, documents have been properly signed and the bids are generally in order.
- 23.3 At bid opening, Company will announce the Bidders' names, written notifications of bid modifications or withdrawal, if any, furnishing of requisite Bid Security, rates/costs quoted and such other details as the Company may consider appropriate.
- 23.4 Company shall prepare, for its own records, minutes of bid opening including the information disclosed to those present in accordance with above sub-clauses.
- 23.5 To facilitate examination, evaluation and comparison of bids, the Company may, at its discretion, ask the Bidders for clarifications on their bids. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.
- 23.6 Prior to detailed evaluation, the Company will determine the substantial responsiveness of each bid to the Bidding Document. For this purpose, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bidding Document without material deviations or reservation. A materials deviation or reservation is one which effects in any substantial way the scope, quality or performance of work, or which limits in any substantial way, in consistent way with the bidding document, 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 evidences.

23.7 A Bid determined as not substantially responsive will be rejected by the Company and can not subsequently be made responsive by the Bidder through correction of the non-conformity.

23.8 The Company may waive minor informality or nonconformity or irregularity on a bid that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

24.0 OPENING OF PRICE BIDS

24.1 Company will open the Price Bids (Commercial Bids) of the technically qualified Bidders only, on a specified date in presence of interested qualified bidders, if they attend. All such qualified Bidders will be intimated about the commercial bid opening date & time in advance.

24.2 The Company will examine the Price/rates quoted by the Bidders to determine whether they are complete, any computational errors have been made, the documents have been properly signed, and the bids are generally in order.

24.3 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price (that is obtained by multiplying the unit price and quantity) the unit price shall prevail and the total price shall be corrected accordingly. If any Bidder does not accept the correction of the errors, their bids will be rejected. If there is a discrepancy between words and figures, the amount in words will prevail.

25.0 CONVERSION TO SINGLE CURRENCY:

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

26.0 EVALUATION AND COMPARISON OF BIDS :

The Company will evaluate and compare the bids as per Part-2, Section-I of the bidding document.

27.0 LOADING OF FOREIGN EXCHANGE:

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

27.1 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.

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

28.0 CONTACTING THE COMPANY :

28.1 Except as otherwise provided in para 22.2 & 23.5 above, no Bidder shall contact Company on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded.

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

**D. AWARD OF CONTRACT**

29.0 AWARD CRITERIA:

The Company will award the Contract to the Contractor 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.

29.1 COMPANY'S RIGHT TO ACCEPT OR REJECT ANY BID:

Company reserves the right to accept any bid and to reject any or all bids and/or to annul the bidding process in entirety, at any time prior to award of contract, without thereby incurring any liability to the affected bidders or any obligation to inform the participating bidders of the ground for Company's action.

30.0 NOTIFICATION OF AWARD:

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

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

30.3 Upon the successful Bidder's furnishing of Performance Security pursuant to Clause 31.0 herein below, the Company will promptly discharge the Bid Securities of all un-successful Bidders, pursuant to Clause 10.0 hereinabove.

31.0 PERFORMANCE SECURITY :

31.1 Within 15 (fifteen) days of receipt of notification of award from the Company, the successful Bidder shall furnish to Company the Performance Security for an amount (7.5% of total evaluated contract cost) specified in the Covering Letter and in the Letter of Award (LOA) issued by Company as per Proforma-B (ref. Part-4) 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.

31.2 The performance security specified above must be valid for six (06) months beyond the expiry date of the contract to allow Company to lodge claim, if any. The same will be discharged by Company not later than 30 days following its expiry. In the event of extension of contract, subsequent to expiry of validity of the original contract period, Contractor shall have to enhance the value of the performance security to cover 7.5% of contract value for the extended period and also to extend the validity of the performance security accordingly.

31.3 Failure of the successful bidder to comply with the requirements of para 31.1 or 31.2 above shall constitute sufficient grounds for annulment of the award and forfeiture of the Bid Security.

INVOCATION OF PERFORMANCE BANK GUARANTEE

31.4 In the event of Contractor failing to honour any of the commitments entered into under the contract and/or in respect of any amount due from Contractor to Company, Company shall have an unconditional option under the guarantee to invoke the Performance Bank Guarantee and claim the amount from Bank.

31.5 Company will have the right to invoke the Performance Bank Guarantee in case the Contractor fails to mobilise the Equipment, tools and personnel etc. within the stipulated period irrespective of any reasons whatsoever.

32.0 SIGNING OF CONTRACT:

32.1 At the same time as the Company notifies the successful Bidder that its Bid has been accepted, the Company will either call the successful Bidder for signing of the agreement or send the Contract Form provided in the Bid Documents, alongwith the General & Special Conditions of Contract,

Technical Specifications, Schedule of Rates incorporating all the agreements between the parties.

32.2 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 on the parties.

32.3 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, the Company reserves the right to terminate the LOA issued to the successful Bidder and invoke the Bid Security or the Performance Security if submitted by the successful Bidder. The party shall also be debarred for a period of 2(two) years from the date of default.

**33.0 SITE VISIT:**

The Bidders, at their own cost, responsibility and risk are encouraged to visit and examine the site of work and its surroundings to understand the logistics and obtain all information that may be necessary for preparing the Bid and entering into a Contract for the required services/work.

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

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

**34.0 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.

35.0 **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.

36.0 **MOBILIZATION ADVANCE PAYMENT:**

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

36.2 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.

36.3 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.

37.0 **LOCAL CONDITIONS:**

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

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

**(END OF SECTION – II)**

(End of Part – 1)

Part-2

SECTION-I

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

**A. BID REJECTION CRITERIA ( BRC ) :**

The Bid shall conform generally to the specifications and terms and conditions including the scope of work/supply given in the bidding document. Bids will be rejected in case services offered do not conform to the required parameters stipulated in the Technical Specifications/ Scope of work/Terms of reference. Notwithstanding the general conformity of the bid to the stipulated specifications/terms, the following requirements will have to be particularly met by the Bidders without which the same will be considered as non-responsive and rejected.

**1.0 TECHNICAL :**

1.1 Any offer which does not include all the jobs/services mentioned in the Terms of Reference/Scope of Work will be considered as incomplete and rejected.

1.2 The Bidder should have experience and expertise in providing complete coring services to any E & P company anywhere in the world. Bidder's experience of having successfully completed similar works (coring & preservation of core) during last seven (07) years, calculated up to the scheduled bid closing date, should be either of the following.

(i) Three similar completed works each costing not less than INR 1.23 Crs OR 0.20 Million USD

**OR**

(ii) Two similar completed works each costing not less than INR 1.53 Crs OR 0.24 Million USD

**OR**

(iii) One similar completed works costing not less than INR 2.45 Crs OR 0.39 Million USD

Note: Documents establishing successful execution of contracts as above must be submitted along with the bid, failing which the offer will be rejected. These documents should be in the form of copy of contract/work order and completion certificate/payment certificate issued by the client.

1.3 The Bidder must have a minimum average annual turn-over of INR 0.92 Crs OR 0.15 Million USD during last three (3) completed financial years. Bidder must provide copy of their balance sheet and audited profit & loss account in support of their eligibility in this regard.

1.4 The coring expert and the core preservation specialist should have minimum five (5) years experience in respective areas as on scheduled Bid Closing Date (BCD). Documentary evidence needs to be provided in support of above. In absence of these documents the bid will be liable for rejection.

1.5 (a) Details of experience and past performance of the Bidder and the Collaborator (in case of collaboration) or of Joint Venture Partners (in case of joint venture), on works/job done of similar nature in the past are to be submitted along with the un-priced bid, in support of experience laid down at Para 1.4 & 1.2. Above details of current work in hand and other contractual commitments of the Bidder (indicating areas and clients) are to be submitted along with the un-priced bid.

1.5 (b) In case, the Bidder is a consortium of companies, the following requirement should be satisfied by the Bidder:

i) The Leader of the Consortium should satisfy the minimum experience requirement as per Para 1.4.

ii) Any of the Consortium members individually shall have to meet the financial turn-over criteria as per Para 1.3.

iii) The Leader of the consortium should confirm unconditional acceptance of full responsibility of executing the 'Scope of Work' of this bid document. This confirmation should be submitted along with the un-priced bid.

iv) All the members of the consortium must undertake in their MOU that each party shall be jointly and severally liable to OIL for any and all obligations and responsibilities arising out of this contract.

1.5(c) MOU/Agreement concluded by the Bidder with technical collaboration/joint venture partners (in case of joint venture/consortium offers), should also be addressed to OIL, clearly stating that the MOU/Agreement is applicable to this tender and shall be binding on them for the contractual period. Notwithstanding, the responsibility of completion of job under this contract will be that of the main Bidder.

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

1.6 Bidder must have the requisite equipment and resources/facilities as required to carry out the intended well coring and core preservation operation, readily available with them. Details to be furnished along with their bid.

1.7 The Bidder should be able to mobilize all their resources and start the work at well site in Western Rajasthan (India) within seven (7) days of notice by Company. Categorical confirmation in this regard must be provided in the offer.

1.8 Conditional offers will not be considered and will be rejected.

1.9 Any bid containing false statement will be rejected.

**2.0 COMMERCIAL :**

2.1 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 PRICE BID FORMAT (PROFORMA-II) 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.

2.2 Bidder shall offer firm prices. Price quoted by the successful bidder must remain firm during the execution of the contract and not subject to variation on any account. Bids with adjustable price terms will be rejected.

2.3 Bid Security in original must reach the office of Chief Manager (M&C), Oil India Limited, 2A District Shopping Centre, Saraswati Nagar , Basni , Jodhpur-342005 , Rajasthan India, before the bid opening date and time, otherwise, bid will be rejected. The amount of Bid Security shall be as specified in the “Forwarding Letter”. The Bid Security shall be valid for 210 days from the date of bid opening. Scanned copy of this Bid Security should also be submitted/uploaded online along with the un-priced (Technical) Bid. Public Sector Undertakings and Firms registered with NSIC/Directorate of Industries in India are exempted from submission of bid security against this tender. Any bid not accompanied by a proper bid security in ORIGINAL will be rejected without any further consideration.

2.4 Validity of the bid shall be minimum 6 months (180 days) from Bid closing date. Bids with lesser validity will be rejected.

Note : In case of extension of bid closing date of the Tender where a Bidder has already submitted his Bid with requisite Bid Security and Bid Validity within the original Bid Closing Date, such bidders will be asked to confirm extension of their Bid Security and Bid Validity after opening the Bids. Offers from such Bidders will be considered if they extend Bid Security and Bid Validity for the corresponding period of extension of Bid Closing date upon request from OIL. Otherwise the bid will be rejected.

2.5 Successful bidder will be required to furnish a Performance Bank Guarantee @7.5% of the contract value. The Performance Security shall be valid till six months after completion of the work. Bidder must confirm the same in their Technical Bid. Offers not complying with this clause will be rejected.

2.6 The Bids and all uploaded documents must be digitally signed using “Class 3” digital certificate [e-commerce application (Certificate with personal verification and Organization name)] as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India.

2.7 Bids received after bid closing date and time will be rejected.

- 2.8 Bids received through the e-procurement portal shall only be accepted. Bids received in any other form shall not be accepted.
- 2.9 Bids shall be typed or written in indelible ink and shall be digitally signed by the bidder or his authorized representative failing which the bid may be liable for rejection.
- 2.10 Any physical documents submitted by bidders shall contain no interlineations, erasures or over writing except as necessary to correct errors made by bidders, in which case such corrections shall be initialed by the person(s) who has/have digitally signed the bid. However, white fluid should not be used for making corrections.
- 2.11 Bidders shall bear, within the quoted rates, the personal tax as applicable in respect of their personnel and Sub-Contractor's personnel, arising out of execution of the contract.
- 2.12 Bidders shall bear, within the quoted rates, all duties and taxes including the corporate tax and any other State, Central Govt. statutory levies as applicable on the income under the contract. The evaluation and comparison of bids shall be made accordingly. All applicable taxes, duties and levies on the materials to be supplied or arising out of the profits on the contract shall be borne by the bidder as per rule of the Govt. of India.
- 2.13 Any bid containing false statement will be rejected.
- 2.14 Bids with shorter validity will be rejected as being non-responsive.
- 2.15 Bidders must quote rates in accordance with the price schedule outlined in PRICE BID FORMAT (PROFORMA-II), otherwise the Bid will be rejected. The Bids in which the rates for any part of the work are not quoted shall be rejected. However, if no charge is involved for any of the work/item, 'NIL' should be mentioned against such part of work.
- 2.16 Tender Document will not be issued physically by Company. Initial User ID and Password will be communicated to the bidder (through e-mail). User ID and Password are not transferable. Offers made by bidders who have not been issued USER ID and Password by the Company will be rejected.
- 2.17 In a tender either the Indian agent on behalf of Principal/OEM or Principal /OEM itself can bid, but both cannot bid simultaneously for the same item/product or services in the same tender.
- 2.18 If agent submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item/product or service.
- 2.19 All rates including equipment rental and personnel charges must be net of all discounts.
- 2.20 Bidder must accept and comply with the following clauses as given in the Tender Document in Toto failing which offer will be rejected –

- (a) Performance Guarantee Bond Clause
- (b) Force Majeure Clause
- (c) Tax Liabilities Clause
- (d) Arbitration Clause
- (e) Acceptance of Jurisdiction and Applicable Law
- (f) Liquidated damage cum penalty clause
- (g) Safety & Labour Law
- (h) Termination Clause
- (i) Mobilization Time
- (j) Bid Validity
- (k) Integrity Pact

2.21 Indian Bidders, whose proposal for technical collaboration/joint venture involves foreign equity participation or payment of royalty and/or lump sum for technical know-how and wherever Govt. approval is necessary, are required to submit copy of Govt. approval on their application prior to date of price bid opening.

### **3.0 GENERAL :**

- 3.1 The Compliance statement (enclosed PROFORMA-I) must be filled up by the Bidders and to be submitted along with their bids. In case Bidder takes exception to any clause of the tender document not covered under BEC/BRC, then the Company has the discretion to load or reject the offer on account of such exception if the Bidder does not withdraw/modify the deviation when/as advised by Company. The loading so done by the Company will be final and binding on the Bidders. No deviation will, however, be accepted in the clauses covered under BRC.
- 3.2 To ascertain the substantial responsiveness of the bids, Company reserves the right to ask the Bidder for clarification in respect of clauses covered under BRC also and such clarification fulfilling the BRC clauses in totality must be received on or before the deadline given by the Company, failing which the offer will be summarily rejected.
- 3.3 If any of the clauses in the BRC contradicts with other clauses of tender document elsewhere, then the clauses in the BRC shall prevail.
- 3.4 As exception or deviation to the Tender Document must be tabulated in Proforma-I of this section by the Bidder in their Technical Bid only. Any additional information, terms or condition included in the Commercial (priced) bid will not be considered by OIL for evaluation of the tender.
- 3.5 OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide PROFORMA-III of the tender document. Each page of this Integrity Pact Proforma has been duly signed by OIL's competent signatory. The Proforma has to be returned by the bidder duly signed (along with Technical Bid) by the same signatory who signed the bid i.e. who is duly authorized to sign the bid. Any bid, not accompanied by Integrity Pact Proforma duly signed by the bidder shall be rejected straightway. All the pages of the Integrity Pact to be signed by bidders' authorized signatory who sign the bid.

- 3.6 The Company reserves the right to cancel/withdraw the tender or annul the bidding process at any time prior to award of contract, without thereby incurring any liability to the bidders or any obligation to inform the bidders of the grounds of Company's action.

**B. BID EVALUATION CRITERIA (BEC):**

- 1.0 The bids conforming to the technical specifications, terms and conditions stipulated in the bidding document and considered to be responsive after subjecting to Bid Rejection Criteria (BRC) will be considered for further evaluation as per the Bid Evaluation Criteria given below.
- 1.1 Commercial Evaluation of bids submitted by the technically qualified bidders will be done on the basis of rates quoted by them as per the enclosed Price Schedule Format (Proforma-II) to ascertain the inter-se-ranking on total value basis considering all the items. However, it is to be clearly understood that the quantity indicated against each item therein is based on estimates/assumptions of the Company and valid for bid evaluation purpose only. Payment will be made by OIL on actual job done/carried out during execution of the contract.
- 1.2 The Bidders must quote their charges/ rates in the manner as called for vide "Price Bid Format" vide enclosed Proforma-II.
- 1.3 In the event of computational error between unit rate and total price, the unit rate as quoted by the bidder in original bid shall prevail. Similarly, in the event of any discrepancy between words and figures, the unit rates as quoted in words shall prevail.
- 1.4 For conversion of foreign currency into Indian currency for evaluation of the bids, B.C. Selling (market) rate of exchange declared by State Bank of India (SBI) prevailing one (1) day prior to the bid opening will be considered. Where the time lag between the price bid opening and final decision exceeds three (3) months, the B.C Selling (market) rate of exchange of SBI prevailed on the date prior to the date of final decision will be adopted for conversion in to single currency.
- 1.5 Bidders are not to take any exceptions/deviations to the bid document. However, if any, should be submitted along with the bid document. OIL after processing such suggestion may communicate to the Bidders about the changes. Still, if exceptions/ deviations are maintained such conditional/nonconforming bids shall not be considered and shall be outrightly rejected.
- 1.6 The contract will be signed with successful Bidder for 1 (one) year of operation with provision for extension for one more year or part thereof. Depending on the performance of the Contractor, the Company reserves the right to extend the contract for another one year or part thereof under the same rate, terms and conditions. Extension beyond two (2) years of operations will be agreed only after rates, terms and conditions are mutually agreed upon. However, bids will be evaluated on total cost for one (1) year of operation only.



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

<b>SECTION NO. (PAGE NO.)</b>	<b>CLAUSE NO. SUB-CLAUSE NO.</b>	<b>COMPLIANCE/ NON COMPLIANCE</b>	<b>REMARKS</b>

**(Authorised Signatory)**  
**Name 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 highlighted as per format provided above and to be submitted as part of their Technical Bid. If the proforma is left blank, then it would be presumed that the bidder has not taken any exception/deviation to the terms and conditions of the bid document.

**PRICE BID FORMAT**

**1. Equipment and Operational Charges :**

<b>Srl. No.</b>	<b>Item</b>	<b>Unit</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Total Price</b>
				<b>(Pls Specify Currency)</b>	
1	Mobilization Coring Equipment (M)	Per kit	3		
2	Demobilization Coring Equipment (DM)	Per kit	3		
3	Mobilization Resination Equipment (MR)	Per kit	3		
4	Demobilization Resination Eqpt (DMR)	Per kit	3		
5	Operating charges for coring Eqpt (OCE)	Per day	20		
6	Standby charges for coring Eqpt (SCE)	Per day	80		
7	Operating charges circulating sub complete (OCS)	Per day	20		
8	Standby charges circulating sub complete (SCS)	Per day	80		
9	Operating charges crossover sub (OCOS)	Per day	20		
10	Standby charges for crossover sub (SCOS)	Per day	80		
11	Operating charges fishing overshot (OFO)	Per day	18		
12	Standby charges fishing overshot (SFO)	Per day	80		
13	Operating charges for complete surface core handling equipment (OSHE)	Per day	20		
14	Standby charges for complete surface core handling equipment (SSHE)	Per day	80		
15	Operating charges for Core Preservation equipment (OCPE)	Per day	20		
16	Standby charges for Core Preservation equipment (SCPE)	Per day	80		
17	Charges for Core cutting (CC)	Per Meter	75		
<b>TOTAL EQUIPMENT &amp; OPERATIONAL CHARGES (A) :</b> (Sum Total of all above)					

**2.0 Personnel charges for Coring Operation :**

Srl. No.	Item	Unit	Quantity	Unit Price	Total Price
				<b>(Pls Specify Currency)</b>	
1	Mobilization charges personnel c/w coring engineer and preservationist (MP)	Lumpsum	3		
2	Demobilization charges personnel c/w coring engineer and preservationist (DMP)	Lumpsum	3		
3	Operating charges personnel (OP)	Per day	20		
4	Standby charges personnel (SP)	Per day	80		
<b>TOTAL PERSONNEL CHARGES (B):</b>					
(Sum Total of all above)					

**3.0 Charges for Consumables :**

Srl. No.	Item	Unit	Quantity	Unit Price	Total Price
				<b>(Pls Specify Currency)</b>	
1	Fibre glass inner barrel ( 4" for 8 ½" hole) of minimum 30 ft length (C1)	FT	270		
2	Conventional heavy duty core catcher assembly (consisting of upper half shoe HD, lower half shoe IL, core catcher HD ( 4" for 8 ½" hole) (C2)	No	9		
3	Spare parts for swivel assembly ( consisting of bearing retainer, thrust bearing, cartridge plug, inner tube plug, pressure relief plug (4" for 8 ½" hole) (C3)	No	3		
4	Diamond/carbide tip saw blades (14"/18" diameter) for cutting inner tubes (C4)	No	3		
5	End caps complete with suitable jubilee clips (C5)	No	80		
<b>TOTAL CHARGES FOR CONSUMABLES (C):</b>					
(Sum Total of all above)					

GRAND TOTAL ESTIMATED CONTRACT VALUE = (A + B + C) -----  
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**NOTES:-**

- (i) The Bids in which the rates for any part of the work are not quoted shall be rejected. However, if no charge is involved for any of the work, 'NIL' should be mentioned against such part of work.
- (iii) The quantities considered above are for bid evaluation purposes only. Payment will be made on the basis of actual job execution.
- (iv) **Except Service Tax;** all duties and taxes including Customs Duty (if any), Corporate income taxes, and other levies payable by the Contractor under the Contract, 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. However, the bidder should indicate separately the quantum of tax or any other duties/levies included in their quoted rates.
- (v) **Service Tax:** The Quoted Price shall be exclusive of Service Tax or any other Tax levied by the Central Government in lieu of Service Tax and the same will be payable by OIL over and above the quoted price, subject to the contractor submitting Bills / Invoices thereof in the format prescribed under Rule 4A(1) of the Service Tax Rules, 1994 or other relevant Laws, as the case may be.  
Responsibility to deposit Service Tax in case of Indian bidder and in case of Overseas bidders having registration in India under Service Tax provisions shall be that of the bidder. In case of overseas bidder not registered in India under Service Tax, OIL shall deposit the service tax directly to the Government Account.

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

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

**Seal of the bidder:**

**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 Organization "Transparency International" (TI). Following TI's national and international experience, the Principal will appoint an external independent Monitor who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

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

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

1. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.

2. The Principal will, during the tender process treat all Bidders with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.

3. The Principal will exclude from the process all known prejudiced persons.

**(2)** If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a **Page 2 of 5** substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

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

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

1. The Bidder/Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

2. The Bidder/Contractor will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, Subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

3. The Bidder/Contractor will not commit any offence under the relevant Anticorruption Laws of India; further the Bidder/Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

4. The Bidder/Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

**(2)** The Bidder/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

**Section 3 -Disqualification from tender process 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. Noida.
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. If the Contractor is a partnership or a consortium, this agreement must be, signed by all partners or consortium members.
4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

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

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

Witness 1: .....

Witness 2: .....

Place. JODHPUR.  
Date .....

-----  
NAME OF INDEPENDENT EXTERNAL MONITORS:

- (a) Shri N. Gopaldaswami, IAS (Retd.).  
Phone: +91-44-2834-2444 (Res), 96001 44444 (Mobile).  
E-mail: gopaldaswamin@gmail.com
- (b) Shri Ramesh Chandra Agarwal, IPS.  
Phone: +91-9810787089, 91-1122752749.  
E-mail: rcagarwal@rediffmail.com

\*\*\*\*\*

END OF SECTION-I  
(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 below:

- (a) “Contract” means the terms and conditions contained herein and the attached exhibits. In the event of any conflict between the text of the contract and the exhibits, the text of the Contract shall have precedence over the exhibits.
- (b) “Contractor” means the individual or firm or body incorporated, performing the work under this contract and its executors, successors, administrators and assignees.
- (c) “Company” means OIL INDIA LIMITED (OIL) and its executors, successors, administrators and assignees.
- (d) The “Work” means each and every activity required for the successful performance of the services described under this contract.
- (e) “Operating Area” means those areas on-shore in India in which Company or its affiliated Companies may from time to time be entitled to execute such services/operations.
- (f) “Site” means the land and other places, on, under, in or through which the works are to be executed by the Contractor and any other land and places provided by the Company for working space or any other purpose as designated hereinafter as forming part of the Site.
- (g) “Contract Price” means the price payable to the Contractor under the contract for the full and proper performance of its contractual obligations.
- (h) “Company's Items” means the equipment, materials and services, which are to be provided by Company/Contractor at the expense of Company.
- (i) “Contractor's Items” means the equipment, materials and services, which are to be provided by Contractor/Company at the expense of the Contractor.
- (j) “Contractor's personnel” means the personnel as required to be provided by Contractor from time to time for execution of this contract.
- (k) “Company Representative” means the person or persons appointed and approved in writing from time to time by the Company to act on its behalf for overall co-ordination and project management at site.
- (l) “Gross Negligence” as used in this contract shall mean “willful and wanton disregard for harmful, avoidable and foreseeable consequence”.

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

2.1 The contract shall become effective as of the date Company notifies the successful bidder in writing (through Letter of Award) that they have been awarded the contract consequent upon acceptance of their offer by Company and it shall remain valid for a maximum period of one year thereafter.

2.2 **Mobilisation and demobilization of Tools, Equipment and Personnel :** As and when the Coring jobs as provisioned in the contract comes up, Company will issue advance notice to the Contractor giving clear seven (7) days time to mobilize their tools, equipment and personnel to take up the jobs accordingly at the designated site. The Contractor then immediately on receipt of such mobilization notice will mobilize the resources up to the site as requisitioned within seven (7) days (including the journey time). On completion of the site jobs in consistence with the requisition from Company, the Contractor will demobilize their resources from site to their base. All related costs towards the mobilization and demobilization as above will be entirely borne by the Contractor and the rates to be quoted accordingly. However, it is to be noted that food, accommodation and preliminary medical facilities etc. as required for Contractor's Crew at well site during the job execution will be provided by OIL INDIA LTD. free of cost.

2.3 The contract will remain valid for a maximum period of one year or completion of Coring Services of required number of wells as per Scope of Work (Part-3, Section-IV) whichever is earlier; at the same rates, terms and conditions.

2.4 The contract shall have a provision for extension by another one year at the same at the same rates, terms and conditions.

3.0 GENERAL OBLIGATIONS OF CONTRACTOR:

Contractor shall, in accordance with and subject to the terms and conditions of the Contract:

3.1 Perform the work described in the Scope of Work/Terms of Reference (Part-3, Section-IV) in most safe and cost effective manner accepted in accordance with international oilfield practice.

3.2 Contractor shall give or provide all necessary supervision during the performance of the services and as long thereafter as Company may consider necessary for the proper fulfilling of Contractor's obligations under the contract.

3.3 Contractor shall arrange for transportation of their equipment / tools / spares / consumables from Contractor's yard up to the designated well site of OIL in western Rajasthan and take back the same after job completion at their own expenses.

3.4 Contractor shall keep their equipment in good working order and shall begin the work with sufficient spares to avoid interruption/suspension of operations in between.

- 3.5 Contractor shall furnish to Company the details of all equipment, duration of deployment of each equipment, spares and consumable etc. which they are offering for execution of this contract. These details shall include year of manufacture, date of purchase, name of manufacturer/supplier, make, model, serial number, specifications, country of origin, duration of deployment etc.
- 3.6 Contractor shall furnish Bio-data of their key personnel who shall be operating/supervising the jobs at site.
- 3.7 Contractor shall bear all expenses on account of repair/replacement of all their equipment etc. consequent upon any damage/loss/non-performance during the course of operation/ job execution in the well.
- 3.8 Contractor shall be bound by laws and regulations of Government of India and other statutory bodies in India.
- 3.9 Contractor shall bear all taxes including road tax, entry tax and insurance premiums for their vehicles brought to India or purchased in India including registration fees, fitness fees and road/goods taxes etc.
- 3.10 Contractor shall bear all costs for transportation of their equipment and other materials.
- 3.11 Contractor shall use to the fullest extent all facilities available in India provided they are technically / operationally acceptable.
- 3.12 Contractor shall follow its own safety rules, in addition to rules prescribed under Indian Laws in this respect.
- 3.13 Contractor shall arrange all entry permits, inner line permits etc. wherever required, in respect of its staff deployed under the contract. Company shall, however, issue necessary letters only to Contractor for the same. Normally Contractor will request for issue of such letters at least seven working days in advance.
- 3.14 Company shall arrange and provide food, accommodation and medical facilities as available at well site to Contractor's crew during the job execution free of cost.
- 3.15 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.
- 3.16 Contractor shall be deemed to have satisfied himself before submitting his bid as to the correctness and sufficiency of its bid for the services required and of the rates and prices quoted, which rates and prices shall, except in so far as otherwise provided, cover all its obligations under the contract.

4.0 GENERAL OBLIGATIONS OF THE COMPANY:

Company shall, in accordance with and subject to the terms and conditions of the contract:

- 4.1 Pay Contractor in accordance with terms and conditions of the contract.
- 4.2 Allow Contractor and their personnel access, subject to normal security and safety procedures, to all areas as required for orderly performance of the work.
- 4.3 Services of Rig, mobile crane and area lighting at the location/well will be provided by OIL as and when required by the Contractor for their performance.
- 4.4 The Company shall provide, if required, all necessary documents for clearance from Govt. of India or States or their departments or undertakings and will extend all possible assistance and necessary help to the Contractor. The Contractor will give Company seven clear working days for arranging such documents/certificates, provided all the documents submitted by the Contractor are in order.
- 4.5 Company shall organise all possible help from local government/administration to Contractor's personnel and equipment in case of natural disasters, civil disturbances and epidemics.
- 4.6 Perform all other obligations of the Company required by the terms of the 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 in consistence with contractual provisions.
- 5.2 The Contractor should ensure that their personnel observe applicable Company and statutory safety requirement. Upon Company's written request, the Contractor, entirely at its own expense, shall remove immediately, any personnel of the Contractor determined by the Company to be unsuitable and shall promptly replace such personnel with personnel acceptable to the Company.
- 5.3 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 their base up to Company's drilling locations and all related enroute expenditure. Company shall have no responsibility or liability in this regard.
- 5.4 Contractor's key personnel shall be conversant in English language.

6.0 CONFIDENTIALITY, USE OF CONTRACT DOCUMENTS AND INFORMATION:

- 6.1 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.
- 6.2 Contractor shall not, without Company's prior written consent, make use of any document or information except for purposes of performing the contract.
- 6.3 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.

7.0 TAXES AND LEVIES:

- 7.1 Tax levied as per the provisions of Indian Income Tax Act and any other enactment/rules on income derived/payment received under the contract will be on Contractor's account.
- 7.2 Taxes will be deducted at source from all payments released to the Contractor, both in foreign currency and non-convertible Indian Rupees at the specified rate of income tax as per the provisions of Indian Income Tax Act.
- 7.3 Contractor shall be responsible for and pay the personnel taxes, if any, for all the personnel deployed in India.
- 7.4 Contractor shall furnish to the Company, if and when called upon to do so, relevant statements of accounts or any other information pertaining to work done under this Contract for submitting the same to the tax authorities, on specific request by them. Contractor shall be responsible for preparing and filing relevant returns within the stipulated time to the appropriate authority.
- 7.5 Prior to start of Survey operations under the Contract, Contractor shall furnish to Company necessary documents, as asked for by 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 Contractor.
- 7.6 Corporate and personnel taxes on Contractor and Contractor's sub-contractors shall be the liability of the Contractor and Company shall not be held responsible on this account.
- 7.7 All local and Central Taxes, levies, R&D cess, duties and Octroi etc. on the purchases and sales made in India by Contractor or on the Sales made by Contractor to Company if any, shall be borne by Contractor.

8.0 CUSTOM DUTY ON IMPORTED ITEMS/EQUIPMENTS:

Since hiring of Coring Services shall be on call-out basis and all resources are to be mobilized at site within seven (7) days of notice by Company, OIL will not issue any recommendatory letter for obtaining Essentiality Certificate (EC) from DGH. Therefore, whenever payment of customs duty is involved, the same will be borne by the Contractor.

9.0 SUBSEQUENTLY ENACTED LAWS :

Subsequent to the date of bid opening if there is a change in or enactment of any Indian law which results in an additional cost or reduction in cost under the Contract to Contractor, such additional cost shall be reimbursed by Company to Contractor on submission of documentary evidence that the Contractor has duly borne the additional implication as envisaged under the said law or such reduction in cost shall be refunded by the Contractor to Company as the case may be.

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 (Change 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 (Proforma-II of Part-2, Section-I). Upon review of Contractor's estimate, Company shall establish and set forth in the Change Order the amount of the compensation or credit for the change or a basis for determining a reasonable compensation or credit for the change. If Contractor disagrees with compensation or credit set forth in the Change Order, Contractor shall nevertheless perform the work as changed, and the parties will resolve the dispute in accordance with Clause 13.0 hereunder. Contractor's performance of the work as changed will not prejudice Contractor's request for additional compensation for work performed under the Change Order.

11.0 FORCE MAJEURE :

11.1 In the event of either party being rendered unable by 'Force Majeure' to perform any obligation required to be performed by them under the contract, the relative obligation of the party affected by such "Force Majeure" will stand suspended as provided herein. The word "Force Majeure" as employed herein shall mean acts of God, war, revolt, agitation, strikes, riot, fire, flood, 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 Seventy Two (72) hours of the alleged beginning and ending thereof, giving full particulars and satisfactory evidence in support of its claim.

12.0 TERMINATION :

12.1 TERMINATION ON EXPIRY OF THE TERMS (DURATION)

The contract shall be deemed to be automatically terminated on the expiry of duration of the contract (or extension, if any, thereof).

12.2 TERMINATION ON ACCOUNT OF FORCE MAJEURE :

Either party shall have the right to terminate the Contract on account of Force Majeure as set forth in Article 11.0.

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 CONSEQUENCES OF TERMINATION:

In all cases of termination herein set forth, the relative obligations of the parties to the contract shall be limited to the period 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.

- 12.7 If at any time during the term of the Contract, breakdown of Contractor's equipment results in Contractors being unable to perform their obligations hereunder for a period of 15 successive days (not including Force majeure delay or breakdown of Contractor's equipment caused by a well blow-out or the consequences thereof) Company, at its option, may terminate the 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.
- 12.8 Upon termination of the Contract, Contractor shall return to Company all of Company's items, which are at the time in Contractor's possession.
- 12.9 Notwithstanding any provisions herein to the contrary, the Contract may be terminated at any time by the Company on giving 15 (fifteen) days written notice to the Contractor due to any other reason not covered under the above clause from 12.1 to 12.7 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, personnel charges and other charges as per the Contract up to the date of termination.
- 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:

All disputes or differences whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of the contract or the breach thereof shall be settled by arbitration in accordance with the Rules of Indian Arbitration and Conciliation Act, 1996. The venue of arbitration will be Jodhpur, Rajasthan or New Delhi. The award made in pursuance thereof shall be binding on the parties.

14.0 NOTICES:

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

**COMPANY**  
 OIL INDIA LIMITED  
 2- A, DISTRICT SHOPPING CENTRE  
 SARASWATI NAGAR  
 BASNI,  
 JODHPUR-342005, RAJASTHAN  
 Fax No. 0291- 2727050

**CONTRACTOR**

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

15.0 SUBCONTRACTING:

Contractor shall not subcontract or assign, in whole or in part, its obligations to perform under this contract, except with Company's prior written consent.

16.0 LABOUR

16.1 The recruitment of un-skilled labour, if any will have to be met from the areas of operation and wages will be according to the rates prevalent at the time which can be obtained from the district authorities of the area. The facilities to be given to the labourers should conform to the provisions of labour laws as per Contract Labour (Regulation & Abolition) Act, 1970.

17.0 LIABILITY

17.1 Except as otherwise expressly provided, neither Company nor its servants, agents, nominees, Contractors, or subcontractors 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 his Contractors or subcontractors, irrespective of how such loss or damage is caused and even if caused by the negligence of Company and/or its servants, agents, nominees, assignees, Contractors and subcontractors. The Contractor shall protect, defend, indemnify and hold harmless Company from and against such loss or damage and any suit, claim or expense resulting therefrom.

17.2 Neither Company nor its servants, agents, nominees, assignees, Contractors, subcontractors 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 subcontractors 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 subcontractors. Contractor shall protect, defend, indemnify and hold harmless Company from and against such liabilities and any suit, claim or expense resulting there from.

17.3 The Contractor hereby agrees to waive its right to recourse and further agrees to cause his underwriters to waive their right of subrogation against Company and/or its underwriters, servants, agents, nominees, assignees, contractors and subcontractors for loss or damage to the equipment of the Contractor and/or its subcontractors when such loss or damage or liabilities arises out of or in connection with the performance of the Contract.

17.4 The Contractor hereby further agrees to waive its right of recourse and agrees to cause its under writers to waive their right of subrogation against Company and/or its underwriters, servants, agents, nominees, assignees, contractors and subcontractors for injury to, illness or death of any employee of the contractor and of its contractors, subcontractors and / or their employees when such injury, illness or death arises out of or in connection with the performance of the Contract.

- 17.5 Except as otherwise expressly provided, neither Contractor nor its servants, agents, nominees, contractors or subcontractors 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 his contractors or subcontractors, 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 subcontractors. The Company shall protect, defend, indemnify and hold harmless Contractor from and against such loss of damage and any suit, claim or expense resulting therefrom.
- 17.6 Neither Contractor nor its servants, agents, nominees, assignees, contractors, subcontractors shall have any liability or responsibility whatsoever to whomsoever or injury to, illness, or death of any employee of the Company and/or of its contractors or subcontractors 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 subcontractors Company shall protect, defend indemnify and hold harmless contractor from and against such liabilities and any suit, claim or expense resulting therefrom.
- 17.7 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 subcontractors for loss or damage to the equipment of Company and/or its contractors or subcontractors when such loss or damage or liabilities arises out of or in connection with the performance of the Contract.
- 17.8 The Company hereby further agrees to waive its right of recourse and agrees to cause its underwriters to waive their right of subrogation against contractor and / or its underwriters, servant, agents, nominees, assignees, contractors and subcontractors for injury to, illness or death of any employee of the Company and of its contractors, subcontractors and/or their employees when such injury, illness or death arises out of or in connection with the performance of the contract.

18.0 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 of profit or business interruptions, howsoever caused and regardless of whether such loss or damage was caused by the negligence (either sole or concurrent) of either party, its employees, agents or subcontractors.

19.0 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.

## 20.0 WITH-HOLDING

20.1 Company may with-hold 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 Part-3, Section-IV.
- (b) Contractor's indebtedness arising out of execution of this contract.
- (c) Defective work not remedied by Contractor.
- (d) Claims by sub-contractor of Contractor or others filed or on the basis of reasonable evidence indicating probable filing of such claims against Contractor.
- (e) Failure of Contractor to pay or provide for the payment of salaries / wages, contributions, unemployment, compensation, taxes or enforced savings with-held from wages etc.
- (f) Failure of Contractor to pay the cost of removal of unnecessary debris, materials, tools, or machinery.
- (g) Damage to another Contractor of Company.
- (h) All claims against Contractor for damages and injuries, and / or for non-payment of bills etc.
- (i) Any failure by Contractor to fully reimburse Company under any of the indemnification provisions of this contract. If, during the progress of the work Contractor shall allow any indebtedness to accrue for which Company, under any circumstances in the opinion of Company may be primarily or contingently liable or ultimately responsible and Contractor shall, within five days after demand is made by Company, fail to pay and discharge such indebtedness, then Company may during the period for which such indebtedness shall remain unpaid, with-hold from the amounts due to Contractor, a sum equal to the amount of such unpaid indebtedness.
- (j) With-holding will also be effected on account of the following :
  - i) Garnishee 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.

20.1.1 When all the above grounds for with-holding payments shall be removed, payment shall thereafter be made for amounts so with-held.

20.2 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 to some negligent act or omission on the part of Contractor relating to the Contractor's obligation on the Contract.

## 21.0 SET OFF:

Any sum of money due or payable to the Contractor (including Security Deposit refundable to them) under this or any other contract may be appropriated by Oil India Limited and set off against any claim of Oil India Limited (or such other person or persons contracting through Oil India Limited) for payment of a sum of money arising out of this contract or under any other contract made by the Contractor with Oil India Limited (or such other person or persons contracting through Oil India Limited).

## 22.0 WARRANTY AND REMEDY OF DEFECTS:

Contractor warrants that it shall perform the work in a first class, workmanlike and professional manner and that all work shall be performed in accordance with the highest quality, efficiency and current state-of-the-art oilfield practices and in conformity with all specifications, standards and drawings set forth or referred to in the Terms of Reference and with instructions and guidance which Company may from time to time furnish to Contractor.

## 23.0 APPLICABLE LAW

23.1 The contract shall be deemed to be a contract made under, governed by and construed in accordance with the laws of India.

23.2 The Contractor shall ensure full compliance of various Indian Laws and Statutory Regulations, to the extent applicable, as stated below, but not limited to, in force from time to time and obtain necessary permits / licenses etc. from appropriate authorities for conducting operations under the Contract :

- a) The Mines Act,1952 - as applicable to safety and employment conditions.
- b) The Minimum Wages Act, 1948.
- c) The Oil Mines Regulations, 1984.
- d) The Workmen's Compensation Act, 1923.
- e) The Payment of Wages Act, 1963.
- f) The Payment of Bonus Act., 1965.
- g) The Contract Labour (Regulation & Abolition) Act, 1970 & rules framed thereunder
- h) The Employees Pension Scheme, 1995.
- i) The Interstate Migrant Workmen Act., 1979 (Regulation of employment and conditions of service).
- j) The Employees Provident Fund and Miscellaneous Provisions Act, 1952.
- k) The RST Act.
- l) Service Tax Act.
- m) Customs and Excise Acts and rules framed thereunder

24.0 INDEMNITY AGREEMENT:

24.1 Contractor agrees to protect, defend, indemnify and hold Company harmless from and against all claims, suits demands, and causes of action, liabilities, expenses, costs, liens and judgment 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.

24.2 Company agrees to protect, defend, indemnify and hold Contractor harmless from and against all claims, suits, demands and causes of action, liabilities, expenses, costs, liens and judgment of every kind and character, without limit, which may arise in favour of Company's agents contractors and sub-contractors or their employees on account of bodily injury, 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.

25.0 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 causes of action may be caused, occasioned by or contributed to by the negligence, either sole or concurrent of either party.

26.0 INSURANCE :

The Contractor shall arrange comprehensive insurance to cover all risks in respect of personnel, materials and equipment belonging to the Contractor or its subcontractor during the currency of the contract.

27.0 MISCELLANEOUS PROVISIONS:

27.1 (a) 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.

(b) 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.

- 27.2 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.
- 27.3 Key personnel can not 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.

28.0 LIQUIDATED DAMAGES AND PENALTY:

- 28.1 Contractor is to ensure mobilization of entire equipment/tool with operating crew for the coring services at the designated well site in Rajasthan within seven (7) days of receipt of notice from Company against each call. In the event of the Contractor's default in timely mobilization for commencement of coring services within the agreed period as stipulated in the contract, the Contractor shall be liable to pay liquidated damages @ 0.5% of the total evaluated contract cost for delay of each week or part thereof, subject to maximum of 7.5%. The Liquidated damages will be reckoned from the date after expiry of scheduled mobilization period till the date of actual commencement of contract as defined in the contract document. The Company also reserves the right to cancel the contract without any compensation whatsoever in case of Contractor's failure to mobilize and commence operation within the stipulated period.
- 28.2 Once the equipment, accessories and manpower etc. as per provision of contract are mobilised at site by the Contractor and well coring operation is resumed, it is expected that the services are carried out without any interruption. However, in case the operation is suspended for more than one hour for reasons solely attributable to the Contractor, penalty @ 200% of the Standby charges/Rental day rate will become payable by the Contractor to Company per hour of delay or part thereof for the entire period of such interruption. Additionally, no charges like standby or operating charges will be payable during the period of haulage/suspension of work, if the reason of suspension is solely attributable to the Contractor.

**(END OF SECTION – I)**

Part-3

SECTION – II

**SPECIAL TERMS & CONDITIONS OF CONTRACT**

**1.0 ASSOCIATION OF COMPANY'S PERSONNEL**

- 1.1 Company may depute more than one representative to act on its behalf for overall co-ordination and operational management at location. Company's representative shall have the authority to order any changes in the Scope of Work to the extent so authorised and notified by the Company in writing. He shall liaise with the Contractor, monitor the progress so as to ensure the timely completion of the jobs. He shall also have the authority to oversee the execution of jobs by the Contractor and to ensure compliance of provisions of the contract.
- 1.2 There shall be free access to all the equipment of the Contractor during operations and idle time by Company's representatives for the purpose of observing / inspecting the operations performed by Contractor in order to judge whether, in Company's opinion, Contractor is complying with the provisions of the contract.

**2.0 PROVISION OF PERSONNEL AND FACILITIES**

- 2.1 The Contractor shall provide qualified and experienced personnel for the services as per provision of this contract. All the personnel offered must have adequate experience in respective field and at least the key personnel should be fluent in English language. On Company's request, Contractor shall remove and replace at their own expenses, any of their personnel whose presence is considered undesirable in the opinion of Company. The Contractor shall provide the supporting staff at their own expenses. Documentary evidence, identity cards etc. shall be submitted by the Contractor in support of the bio-data against which Company's representative will certify completeness of mobilization of the Contractor for start of operations.
- 2.2 The Contractor shall be responsible for, and shall provide for all requirements of their personnel, and of their sub-contractor, if any, including but not limited to their insurance, housing, medical services, messing, transportation (both air and land transportation), vacation, salaries and all amenities, termination payment and all immigration requirement and taxes, if any, payable in India or outside at no charge to the Company.
- 2.3 The Contractor's representative shall have all the power requisite for performance of the work. He shall liaise with the Company's representative for the proper co-ordination and timely completion of the job and on any other matters pertaining to the job.
- 2.4 Contractor will arrange transportation of their equipment/tools and personnel to and from well site at their cost.

### **3.0 PAYMENT & INVOICING PROCEDURE**

- 3.1 Full payment will be released after adjusting the recoveries/deductions, if any, against Contractor's invoice after completion of jobs in each well. Contractor must submit their invoice in triplicate to GM (OD & RS) of Company, payment against which will be released by Company by way of cheque/electronic transfer within thirty (30) days of receipt, if undisputed. Dispute, if any, will be intimated to the Contractor within twenty (20) days of submission of invoice and the payment will be released only after such problem/anomalies are settled.
- 3.2 Company shall pay to Contractor, during the term of the contract, the amount due calculated according to the rates of payment set and in accordance with other provisions hereof. No other payments shall be due from Company unless specifically provided for in this contract. All payments will be made in accordance with the terms hereinafter described.
- 3.3 All payments due by Company to Contractor can also be made at Contractor's designated bank. All bank charges will be to Contractor's account.
- 3.4 Payment of any invoices shall not prejudice the right of Company to question the validity of any charges therein, provided Company within one year after the date of payment shall make and deliver to Contractor written notice of objection to any item or items the validity of which Company questions.
- 3.5 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 respect of any other billing, the payment of which may then or thereafter be due.
- 3.6 Contractor shall maintain complete and correct records of all information on which Contractor's invoices are based up to 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. Any audit conducted by Company of Contractor's records, as provided herein, shall be limited to Company's verification (i) of the accuracy of all charges made by Contractor to Company and (ii) that Contractor is otherwise in compliance with the terms and conditions of this Agreement.

### **4.0 POLLUTION OR CONTAMINATION**

- 4.1 Company agrees that Contractor shall not be responsible for and Company shall indemnify and hold Contractor its agent, servants, officers and employees harmless from any liability, loss, cost or expense for loss or damage from pollution or contamination arising out of or resulting from any of Contractor's services / operations unless such pollution or contamination is caused by Contractor's willful misconduct or gross negligence.
- 4.2 Notwithstanding anything to the contrary contained herein, it is agreed that Company shall release, indemnify and hold Contractor and its Sub-

contractors harmless from any and all claims, judgments, losses, expenses and any costs related thereto (including but not limited to Court costs and Attorneys fees) for :

- a) Damage to or loss of any reservoir or producing formation
- b) Damage to or loss of any well
- c) Any other subsurface damage or loss, and
- d) Any property damage or loss or personal injury or death arising out of or in connection with a blowout, fire explosion and loss of well control regardless of cause.

## **5.0 MOBILISATION PERIOD**

- 5.1 The successful bidder must be able to mobilize their personnel, all equipment, tools, spares and all other necessary materials required for carrying out the intended jobs within seven (7) days from the date of issue of mobilization notice by the Company against each call.
- 5.2 The successful Bidder, following award of the contract and mobilization of the crew and equipment, will be required to provide services as and when required as desired by Company on call-out basis in line with the Scope of Work.

**(END OF SECTION – II)**

Part-3

**SECTION-III**

**BID FORM AND DESCRIPTION OF RATES/CHARGES**

**(A) BID FORM**

Date :  
Tender No. : CJG3522P15  
To,  
OIL INDIA LIMITED (RP)  
2-A, District Shopping Centre  
Saraswati Nagar, Basni  
Jodhpur-342005, Rajasthan

Gentlemen,

Having examined the General and Special Conditions of the tender and the Scope of work/ 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 seven (07) days calculated from the date of receipt of mobilization notice from Company against each call (as and when required) during the currency of the contract.

If our bid is accepted, we will obtain the guarantee of a Bank for a sum not exceeding ----- for the due performance of the Contract.

We agree to abide by the bid for a period of 180 days from the date fixed for bid opening and it shall remain binding upon us and may be accepted at any time before the expiry 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 lowest or any bid you may receive.

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

(SIGNATURE)

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

Bidder's Name : \_\_\_\_\_  
Bidder's address: \_\_\_\_\_  
\_\_\_\_\_

**(B) DESCRIPTION OF RATES/CHARGES:**

**1.0 MOBILISATION CHARGES :**

- Mobilization charges should cover all local and foreign costs (if any) including en-route expenses of the Contractor with respect to mobilization of entire equipment, tools, materials, support infrastructure and operating crew as required in connection with execution of this contract up to the designated well site against a particular call by Company.
- Mobilization charges will become payable only when the entire requirements in consistence with the provisions of contract and call letter (mobilization notice) are mobilized at site and made ready after inspection/tests etc. at site to undertake/commence the intended operations and duly certified by Company representative.

**2.0 STANDBY CHARGES :**

Standby Charges of the equipment and manpower to be quoted as provisioned in PROFORMA-II of Part-2, Section-I. This will become payable from the date and time mobilization of entire equipment, tools, materials and manpower is completed (duly certified by Company representative) at the site against a particular call till the date of demobilization as advised by Company after job completion in the well.

**3.0 OPERATING CHARGES :**

Operating Charges of various equipment and personnel as provisioned in PROFORMA-II of Part-2, Section-I will be paid for the actual duration of operating hours (Coring Services) as instructed by OIL's representative at site. This will be paid in addition to the above mentioned standby charges. Hence, bidders are requested to quote only the additional expenditures they are expected to incur on account of running/operation of such equipment.

**4.0 DEMOBILISATION CHARGES :**

- 4.1 The Demobilization Charges should include all charges related to demobilization of Contractor's equipment, tools, all other materials, support facilities and manpower from the well site to their corresponding base after completion of the well coring jobs.
- 4.2 Company shall give notice to the Contractor regarding demobilization indicating the date and time therein and Contractor must ensure that the demobilization activities are completed promptly and clear the site properly. No payment whatsoever will be accrued to Company after the date and time as advised in the demobilization notice.

**(END OF SECTION - III)**

Part-3  
**SECTION – IV**

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

**1.0 INTRODUCTION:**

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

**2.0 PREAMBLE:**

Rajasthan Project of Oil India Limited (OIL), a Govt. of India Enterprise, is engaged in exploration and production of hydrocarbon in the Jaisalmer Basin and Bikaner-Nagaur basin of Western Rajasthan, India. OIL has initiated to extend its exploration activities in NELP-VII (RJ-ONN-2005/2) and NELP-VI (RJ/ONN/2004/2) Blocks by drilling a few wells in the depth range from 1200-2200 m. NELP-VI Block falls in Baghewala area of Jaisalmer/Bikaner district of Rajasthan and NELP-VII falls in Dandewala/Tanot area of Jaisalmer District in Western Rajasthan. Distance of both of the blocks from Jodhpur is around 350 KM (approx) by road.

It has been planned to take conventional cores of 4” size in 8 ½” holes in three (3) wells (two wells in NELP-VII Block & one well in NELP-VI Block) by hiring complete coring services (coring & preservation of cores) including coring expert and equipment from internationally reputed coring Service Providers on call out basis (as and when required in the well) as per details given in the broad “Scope of Work” below.

**3.0 AREA OF OPERATION :**

3.1 The area of the operation as planned is situated in the **Thar Desert of Rajasthan** (India).

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

Minimum width of the well site approach road	= 3.66 m.
Turning Radius (generally), 12m(exceptional)	=15m
Maximum allowable unit load inclusive of fare weight for Class AA loading	= 50 tons
Minimum overhead clearance	= 4.25 m
Highest recorded wind velocity in Rajasthan	= 128 km/hour (80 MPH)
Max. recorded ambient temp	= 54 deg. Celsius
Min. recorded ambient temp.	= (-5) deg. Celsius
Weather Pattern	= Occasional rains during June/July/August and

Source of water	almost NIL during the remaining period. = To be provided by Drilling Rig Operator ( Both industrial & potable water)
Frequency of sand storm	= Frequent from March to September and occasional during the remaining period.
Presence of sand dunes	= Common occurrence in certain areas.
Nature of top soil	= Usually wind- blown sand.
Average annual rainfall	= 2.5 cm (1")
Humidity	= Max. 40%
Nearest City	= Jaisalmer/Bikaner
Nearest Airport	= Jodhpur
Allowable axle load rating of weakest section of road	= 12 Tons

### 3.2 Surface Communication

Jaisalmer and Bikaner are two District Head Quarters and major towns within the proposed operating area. These towns are approachable by Rail, Road and also by Air. However, the wells falling within the areas are approachable by road only.

### 3.3 Brief Geological Information of the area

3.3.1 The area of operation falls in a part of the Thar Desert covered with sand dunes in Western Rajasthan. The geological formations expected to be encountered in the proposed wells of NELP-VII Block (Jaisalmer Basin) are unconsolidated to semi-consolidated sandstone with clay bands (Recent to Pleistocene) to a depth of about 500m, consolidated sandstone/limestone with clay bands and shale to a depth of about 1000m (Eocene to Palaeocene), about 400m of marl (Upper Cretaceous) below, about 1500m of sandstone and thin shale bands of Goru, Pariwar and Baisakhi/Bedesir (Cretaceous) and about 1200m of Jaisalmer limestone (Middle Jurassic).

The geological formations expected to be encountered in the proposed wells of NELP-VI Block (Bikaner-Nagaur Basin) are unconsolidated to semi-consolidated sandstone with clay bands (Recent to Pleistocene) to a depth of about 50m, consolidated sandstone/limestone with clay bands and shale to a depth of about 300m (Eocene to Palaeocene), about 300m of Permo-Triassic formation consisting of sandstone, clay and limestone, 500m of carbonate sequence of Cambrian age consisting of dolomite, limestone and clay bands with halite-anhydrite sequences and sandstone/limestone/dolomite of Infra-Cambrian age in the bottom part.

3.3.2 **Overburden Gradient v/s Depth:** Normal

3.3.3 **Temperature v/s Depth profile:** Geothermal gradient for OIL's gas producing Jaisalmer Field and Baghewala area is in the range of 2-2.2° C/100 m. (average surface temperature varies from 5 – 60 ° C).

3.4 **Sub-surface Pressure:** Anticipated sub-surface pressure at the reservoir is expected to be hydrostatic.

**3.5 No. of Wells & Target Depths (TD) :** A total of about three (03) nos. exploratory wells in NELP blocks ( two wells in NELP-VII & one well in NELP-VI ) have been planned to be cored during the contractual period of initial 12 (twelve) months for which the Contractor will be required to provide the Coring services as per terms. The target depths (TD) of the wells will vary between 1200 – 2200 m. These wells are proposed to be drilled in NELP Blocks in Rajasthan, India, where OIL is the Operator. However, the number of wells may also vary and Company's decision in this regard will be final and binding.

#### **4.0 TERMS OF REFERENCE AND TECHNICAL SPECIFICATIONS :**

The Scope of Work shall include but not limited to the following activities:

- (a) Coring (maximum 9 meter in one run) of all rock types (carbonate, sand/sandstone, limestone/dolomite, shale/mudstone, salt/anhydrite) in vertical holes of 8 ½" diameter in the depth range of (700m – 2200) m.
- (b) Removing recovered core and storing in specified containers.
- (c) Providing all necessary core handling, preservation and storage materials to ensure that the whole core is properly preserved to have least disorder during transportation to core laboratory.
- (d) Issuing core reports on completion of each job

#### **5.0 TECHNICAL SPECIFICATIONS FOR CORING EQUIPMENT AND SERVICES:**

##### A) TECHNICAL REQUIREMENTS:

- (i) The coring equipment shall consist of low invasion core heads to cut core in 8-1/2" hole sections in vertical wells with stabilized inner & outer core barrels, core handling equipment, consumables and spares.
- (ii) The coring equipment shall be capable to cut a maximum 9 meter of core in single run and shall be designed to avoid jamming of core.
- (iii) Each Coring System shall consists of:

Srl. No.	Description
1.	<p><b>Complete set of Coring Unit comprising of:</b></p> <ol style="list-style-type: none"> <li>1. Outer barrels, inner barrels c/w swivel, stabilizers</li> <li>2. Core catching equipment, all accessories &amp; tools required during operation with sufficient back-up required for trouble free operation.</li> <li>3. Handling tools and spares.</li> <li>4. Cross-over sub, if required.</li> <li>5. Circulating sub on top of core barrel.</li> <li>6. End caps / clamps / tape.</li> <li>7. Core plugging tool with core trimming tool</li> <li>8. Core Gamma Tool.</li> <li>9. Any other material, consumable and tools required.</li> </ol>
2.	<p>Suitable <b>low invasion core heads</b> (c/w bit breaker or other styles) for medium to hard formation.</p>
3.	<p><b>Core Handling Equipment c/w</b></p> <ol style="list-style-type: none"> <li>1. Core cradle</li> <li>2. Gypsum, Resin to secure / preserve the one meter cores in the inner tube.</li> <li>3. Foam to secure the one meter core in the packing box to avoid damage during transportation.</li> <li>4. 2" masking tapes</li> <li>5. Red and black indelible markers</li> <li>6. Eye mask / respirator gloves</li> <li>7. Circular air saw c/w carbide tipped blade for fibre inner tube</li> <li>8. Toolbox (hammers, nails etc.)</li> <li>9. Ratchet Straps for securing core barrels to cradles.</li> <li>10. Any other material, consumable and tools required</li> </ol>

**Note:** Contractor should decide the suitable core head after detail study of formation characteristics of neighbouring wells.

B) SERVICES :

(a) PERSONNEL

(i) Contractor shall, as & when required by Company, provide following personnel on call-out basis on a seven (7) days notice by Company for carrying out the coring operations on the rig.

- Coring Engineer
- Foam Injection Technician (Preservation and Core Processing Technician)

(ii) The minimum number of personnel required to carry out the work will be one Coring Engineer and one Foam Injection Technician. Helpers, if required, will be provided by the Company.

(iii) Preservation and Core Processing Technician will be required only when specialized preservation of cores is requested by Company (e.g. foam injection, epoxy resination, etc.).

(b) BASE SUPPORT

Contractor shall support the routine maintenance, repair and redressal of coring equipment, tools & accessories from its own facilities ,if required.

**CONTRACTOR'S RESPONSIBILITIES :**

- a) The Contractor shall provide skilled manpower required for carrying out the job as per International Standards.
- b) All tools and tackles required for carrying out the jobs shall be arranged/mobilized by the Contractor at their cost.
- c) Transportation of Contractor's personnel to drill site shall be arranged by the Contractor. However, available boarding / Lodging, food and medical aid for Contractor's personnel at site shall be provided by Company.
- d) Contractor shall deploy the requisite equipment and materials directly to the Rig for the jobs. All en-route expenditure including transportation, insurance, taxes, duties and levies as payable will be solely borne by the Contractor.
- e) Since this is a call-out contract and all resources are to be mobilized at site within seven (7) days of notice by Company, OIL will not issue any recommendatory letter for obtaining Essentiality Certificate (EC) from DGH. Therefore, whenever payment of customs duty is involved, the same will be borne by the Contractor.
- f) Contractor shall provide third party inspection reports of all down-hole tools/equipment to run in hole. The inspection & certification should be done by any one of the following inspection agencies & cost of third party inspection should be borne by the Bidder-
  - a) DNV
  - b) ABS
  - c) BV
  - d) LLOYDS
  - e) OIL FIELD AUDIT SERVICES
- g) Standby charges to personnel and hired equipment provided by the Contractor shall be applicable once the mobilization is completed at the well site satisfactorily on Company's request and the equipment are ready for use. This will continue till such time these are released and advised for de-mobilization after completion of coring operations in the well

- h) Operating charges for the personnel and equipment shall be paid for the period of coring operation only in the well.
- i) Contractor should maintain the necessary inventory of their equipment in their own basket / tool bin at rig site.
- j) Contractor should take all necessary safety precautions of man and material during coring operations.
- k) Contractor must make adequate insurance coverage for their manpower, tools and equipment and must indemnify Company of all such claims arising out of injury/loss/damage etc. during the course of operation/transportation.
- l) Contractor's personnel must observe all applicable safety rules as per oilfield practice and must wear adequate safety gears while conducting operations.

**5.0 COMPANY'S (OIL) RESPONSIBILITIES :**

- (i) Mobile crane facility at well site for loading, off-loading and handling of Contractor's tools & equipment.
- (ii) Available boarding / lodging, food, water, electricity, security and medical aid for Contractor's personnel at site.
- (iii) Helper for handling of core equipment / cores at surface.

**6.0 LOSS OR DAMAGE OF SUB-SURFACE EQUIPMENT/TOOLS :**

Notwithstanding any provision under this contract to the contrary, Company shall assume liability except in the event of gross negligence on the part of Contractor/Service Provider or their Sub-Contractor, for loss or damage to the sub-surface equipment and the down-hole property of Contractor in the hole below the Kelly bushing. Company shall at its option either reimburse the Contractor for the value of lost equipment/tool as declared in the import invoice at the time of mobilization (or subsequent replacement/addition) of the same equipment/tool for any such loss or damage, less depreciation @ 3% per month from the date of purchase with a maximum depreciation equivalent to 50% of CIF value as indicated by the Contractor or at its option replace similar equipment/tool to the satisfaction of the Contractor and any transportation expenses incurred in connection herewith. All such costs shall be payable by Company only after Contractor produces documentary evidence that the particular equipment/tool in question was not covered by Contractor's insurance policy. For such claims, Contractor should notify the Company within one (1) month. The inspection of recovered equipment from the down-hole need to be made by Company Representatives before submission of the report by Contractor.

**7.0 LIQUIDATED DAMAGES AND PENALTY:**

- 7.1 Contractor is to ensure mobilization of entire package with manpower at the designated well site in Rajasthan within seven (7) days of receipt of notice from Company against each call. In the event of the Contractor's default in timely mobilization for commencement of well coring operations within the agreed period as stipulated in the contract, the Contractor shall be liable to pay liquidated damages @ 0.5% of the total evaluated contract cost for delay of each week or part thereof, subject to maximum of 7.5%. The Liquidated damages will be reckoned from the date after expiry of scheduled mobilization period till the date of actual commencement of contract as defined in the contract document. The Company also reserves the right to cancel the contract without any compensation whatsoever in case of Contractor's failure to mobilize and commence operation within the stipulated period.
- 7.2 Once the equipment, accessories and manpower etc. as per provision of contract are mobilized at site by the Contractor, it is expected that the coring services are carried out without any interruption. However, in case the operation is suspended for more than one (1) hour for reasons solely attributable to the Contractor, penalty @ 200% of the Standby Charges/Rental day rate will become payable by the Contractor to Company per hour of delay or part thereof for the entire period of such interruption. Additionally, no charges like standby or operating charges will be payable during the period of haultage/ suspension of work, if the reason of suspension is solely attributable to the Contractor.

**8.0 PAYMENT TERM :**

Full payment will be released after adjusting the recoveries/deductions, if any, against Contractor's invoice after completion of jobs in each well. Contractor must submit their invoice in triplicate to GM (OD&RS) of Company, payment against which will be released by Company by way of cheque/electronic transfer within thirty (30) days of receipt, if undisputed. Dispute, if any, will be intimated to the Contractor within twenty (20) days of submission of invoice and the payment will be released only after such problem/ anomalies are settled.

\*\*\*\*\*

**(END OF SECTION - IV)**

**END OF PART-3**

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

WHEREAS, (Name of Bidder) ..... (hereinafter called “the bidder”) has submitted his bid dated (Date) .....for the provision of certain oilfield services (hereinafter called “the bid”). KNOW ALL MEN by these presents that we (Name of Bank) ..... of (Name of country) ..... having our registered office at ..... (hereinafter called “the Bank”) are bound unto Oil India Limited (herein after called “Company” in the sum of (.....) \* for which payment well and truly to be made to Company, the bank binds itself, its successors and assignees by these presents. SEALED with the common seal of the said Bank this ..... Day of ..... , 2014 .

THE CONDITIONS of this obligation are:

1. If the bidder withdraws his bid during the period of bid validity specified in the Form of Bid;
- Or
2. If the bidder, having been notified of the acceptance of his bid by the Company during the period of bid validity:
    - fails or refuses to execute the Form of Agreement in accordance with the Instructions to bidders, if required; or
    - 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, 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.

DATE: ..... SIGNATURE OF THE BANK:  
.....

WITNESS: ..... SEAL:  
.....

(Signature, Name and Address)

- 
- The bidder should insert the amount of the guarantee in words and figures denominated in the currency of the Company’s country or an equivalent amount in a freely convertible currency.
  - The Date of Expiry of Bank Guarantee should be 210 days after the closing date for submission of bids as stated in the tender document.

PART- 4

**PROFORMA -B**  
**FORM OF PERFORMANCE BANK GUARANTEE (UNCONDITIONAL)\***

To: (Name of Company .....)  
(Address of Company .....)  
WHEREAS (Name and address of Contractor) ..... (hereinafter called "Contractor") had undertaken, in pursuance of Contract No..... dated ..... 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 by a recognised bank for the sum specified therein as security for compliance with his 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 the Guarantor and responsible to you, on behalf of the Contractor, up to a total of (Amount of Guarantee)\*\* ..... (in words) ..... such sum being payable in the type 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 the 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 modifications of the terms of the Contract or of 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 release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee is valid until the date (.....)\*\* Six months after Contract Completion.

SIGNATURE & SEAL OF THE CONTRACTOR :.....  
Name of Bank :.....  
Address :.....  
Date :.....

\* Bidders are NOT required to complete this form while submitting the bid.

\*\*An amount is to be inserted by the guarantor, representing the percentage of the Contract price specified in the Contract, and denominated either in the currency of the Contract or in a freely convertible currency acceptable to the Company as per para 31.0 under Section-II, Part-1.

**SAMPLE FORM OF AGREEMENT**

THIS AGREEMENT is made on the ..... day of 2014... between (name of Company) ..... of (Mailing address of Company) ....., hereinafter called “the Company”, of the one part and (Name of Contractor) ..... (hereinafter called “the Contractor”) of the other part.

WHEREAS the Company is desirous that certain works should be executed viz. (brief description of works) ..... and has by Letter of Acceptance (date of Letter of Acceptance) ..... accepted a bid by the Contractor for the execution, completion and maintenance of such works, now THIS AGREEMENT WITNESS 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 hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this agreement, viz:  
 This Form of agreement,  
 The Letter of Acceptance,  
 The Contractor’s Bid and enclosures,  
 The Technical Specifications,  
 The Priced bill of quantities,  
 The Drawings,  
 The Schedule of Supplementary Information,  
 The special Conditions of Contract and  
 The General conditions of Contract
3. The aforesaid documents shall be taken as complementary and mutually explanatory of one another, but in the case of ambiguities or discrepancies they shall take precedence in the order set out above.
4. In consideration of the payment to be made by the Company to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Company to execute, complete and maintain the works in conformity in all respects with the provisions of the Contract.
5. The Company hereby covenants to pay the Contractor in consideration of the execution, completion and maintenance of the works the Contract price at the times and in the manner prescribed by the Contract.

IN WITNESS WHEREOF the parties hereto have caused their respective common seals to be hereunto affixed (or have hereunto set their respective hands and seals) the day and year first written above.

SIGNED, SEALED AND DELIVERED

By the said  
Name \_\_\_\_\_

By the said  
Name\_\_\_\_\_

On behalf of the Contractor  
in the presence of:

On behalf of the Contractor  
in the presence of:

Name \_\_\_\_\_  
Address\_\_\_\_\_

Name \_\_\_\_\_  
Address\_\_\_\_\_

\* Bidders are NOT required to complete this form.

