



Date : 25.01.2017

**FORWARDING LETTER**

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

**SUB : IFB No. CJG-3622-P17 FOR HIRING OF CEMENTING & BHP SERVICES FOR HORIZONTAL AND THERMAL COMPLETION WELLS ALONG WITH NON THERMAL VERTICAL WELLS IN PML BLOCKS OF OIL INDIA LIMITED IN RAJASTHAN PROJECT FOR A PERIOD OF ONE (01) YEAR WITH A PROVISION OF EXTENSION BY ANOTHER ONE (01) YEAR OR PART THEREOF.**

Dear Sirs,

1.0 OIL INDIA LIMITED (OIL), a “Navaratna” Category, Government of India Enterprise, is a premier oil Company engaged in exploration, production and transportation of crude oil & natural gas with its Headquarters at Duliajan, Assam. Rajasthan Project of Oil India Limited (OIL), is engaged in exploration and production of Natural Gas from the Jaisalmer Basin and exploration of Heavy Oil in Bikaner-Nagaur basin of Western Rajasthan in India. The Project Office of OIL at Jodhpur is well connected by Road, Rail & Air.

2.0 In connection with its operations, OIL invites International Competitive Bids (ICB) from competent and experienced Contractors through OIL's e-procurement site for **Hiring of Cementing & BHP Services for Horizontal and Thermal completion wells along with Non-Thermal Vertical wells in PML Blocks of Oil India Limited in Rajasthan Project for a period of one (01) year with a provision for extension by another one (01) year or part thereof at the same rates, terms and conditions with an option to terminate at OIL's option** . One complete set of Bid Document covering OIL's IFB for hiring of above services is uploaded in OIL's e-procurement portal. You are invited to submit your most competitive bid on or before the scheduled bid closing date and time through OIL's e-procurement portal. For your ready reference, few salient points of the IFB (covered in detail in the Bid Document) are highlighted below:

- |       |                              |                             |
|-------|------------------------------|-----------------------------|
| (i)   | <b>IFB No./ Tender No. :</b> | <b>CJG-3622-P17</b>         |
| (ii)  | Type of IFB :                | Single Stage Two Bid System |
| (iii) | Tender Fee :                 | INR 60,000 or US\$ 1000     |
| (iv)  | Period of Sale :             | 27.01.2017 to 21.02.2017    |

- (v) Bid Closing Date & Time : 28.02.2017 at 11-00 hrs (IST)
- (vi) Bid (Technical) Opening Date & Time: 28.02.2017 at 15-00 hrs (IST)
- (vii) Priced Bid Opening Date & Time : Will be intimated to the eligible Bidders nearer the time
- (viii) Bid Submission Mode : Bid should be uploaded in OIL's E-Procurement portal
- (ix) Bid Opening Place : Office of the CHIEF MANAGER,  
M & C Department, Oil India Ltd.,  
2A, Saraswati Nagar, Jodhpur-  
342005, Rajasthan, India
- (x) Bid Validity : 120 days from bid Closing date
- (xi) Mobilization Time : As defined in the tender
- (xii) Bid Security Amount: INR 38,65,000.00 or US\$ 56,300.00
- (xiii) Bid Security Validity: 210 days from bid closing date
- (xiv) Amount of Performance Security: 10% of one year contract value
- (xv) Validity of Performance Security: Up to 3 months from date of completion of contract.
- (xvi) Duration of the Contract : One (01) year from the date of commencement of contract with provision for extension by another one (01) year or part thereof at same rates, terms and conditions at OIL's option.
- (xvii) Quantum of Liquidated Damage : Refer clause No. 17.0 of General  
for Default in Timely Mobilisation Conditions of Contract(Part-3,Section-I)
- (xviii) Bids to be addressed to : CHIEF MANAGER, M & C Department  
Oil India Limited, 2A, Saraswati  
Nagar, Jodhpur-342005, Rajasthan,  
India
- (xix) **Pre-Bid Conference Date** : **09.02.2017 at 11:00 hrs(IST)**
- (xx) Last Date of receipt of queries : 07.02.2017 upto 16:30 Hrs (IST)

**3.0 Pre-Bid Conference:** A pre-bid conference to explain Company's exact requirements and to reply queries of Bidders, if any, on the tender stipulations will be held on **09.02.2017** at 11:00 hrs (IST) in OIL's Project Office at 2A, District Shopping Centre, Saraswati Nagar, Basni, Jodhpur -342005, Rajasthan. Maximum of two representatives of each Bidder will be allowed to attend the pre-bid conference on producing authorization letter. Bidders interested to attend the Pre-Bid Conference should intimate Chief Manager (M&C), Oil India Limited, Jodhpur latest by **07.02.2017**.

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

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

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

5.2 Bidders must have a valid User ID to access OIL e-Procurement site for submission of bid. Vendors having User ID & password can purchase bid documents **on-line through OIL's electronic Payment Gateway**. New vendor shall obtain User ID & password through online vendor registration system in e-portal and can purchase bid documents subsequently in the similar manner.

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

**5.4 EXEMPTION OF TENDER FEE:**

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

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

5.5 Parties, who do not have a User ID, can click on **Guest** login button in the E-portal to view the available open tenders. **The detailed guidelines are available in OIL's e-procurement site (Help Documentation).** For any clarification in this

regard, Bidders may contact Mr. B. Bharali, Sr. Manager (ERP-MM) at [erp\\_mm@oilindia.in](mailto:erp_mm@oilindia.in), Ph.: 03742807192/7171.

5.6 The above service item being of highly critical and sophisticated nature, no purchase preference will be given to MSEs.

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

The prospective Bidders shall submit their queries/clarifications against the tender through E-mail / Fax / Courier addressed to Chief Manager (M&C), OIL INDIA LTD., Rajasthan Project, 2A, Saraswati Nagar, Jodhpur-342005, Rajasthan and such queries must reach OIL's Rajasthan Project office at Jodhpur latest by **07.02.2017**. OIL shall provide clarifications on the date of pre-bid conference to only those queries received within this date. Replies will also be uploaded in OIL's e-tender portal. Queries/ Clarifications against the tender received beyond **07.02.2017** will not be entertained and replied. OIL will not be responsible for non-receipt or late receipt of any Bidder's query in OIL's office.

#### **7.0 IMPORTANT NOTES:**

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

i) The bid along with all supporting documents must be submitted through OIL's E-procurement site only except the following documents which shall be submitted manually by the Bidder in two copies in a sealed envelope superscribed with OIL's IFB No., Bid Closing date and marked as "Original Bid Security" and addressed to Chief Manager (M&C), OIL INDIA LTD., Rajasthan Project, 2A, Saraswati Nagar, Jodhpur-342005, Rajasthan (India) :

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

**The above documents including the Original bid security, must be received at OIL's Chief Manager(M&C)'s office at Jodhpur on or before 11.00 Hrs(IST) on the Bid Closing date failing which the bid shall be rejected.** A scanned copy of the Bid Security shall also be uploaded by the Bidder along with their Technical Bid in OIL's E-procurement site.

ii) Bid should be submitted online in OIL's E-procurement site before 11.00 AM (IST)(Server Time) of the bid closing date as mentioned and will be opened on the same day at 3.00 PM(IST) at the office of the Chief Manager(M&C) in presence of the authorized representatives of the Bidders.

iii) If the digital signature used for signing is not of "Class -3" with Organizations name, the bid will be rejected.

iv) The tender is invited under SINGLE STAGE-TWO BID SYSTEM. The Bidders shall submit both the "TECHNICAL" and "PRICED" bids through electronic form in the OIL's e-Procurement portal within the Bid Closing Date and Time stipulated in the e-Tender. The Technical Bid should be submitted as per Scope

of Work & Technical Specifications along with all technical documents related to the tender and uploaded under **“Technical RFx Response” Tab only**. Bidders to note that no price details should be uploaded in **“Technical RFx Response” Tab Page**. Details of prices as per Price Bid format/ Priced bid can be uploaded as Attachment just below the **“Tendering Text”** in the attachment option under **“Notes & Attachments”** tab. A screen shot in this regard is shown below. Offer not complying with above submission procedure will be rejected as per Bid Evaluation Criteria mentioned in Part-2, (C)-Commercial Criteria.

**Display RFx Response:**

Go to this Tab **“Technical RFx Response”** for Uploading **“Technical/ Unpriced Bid”**.IFB No.

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

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

RFx Information Items Notes and Attachments Conditions Summary Tracking

Basic Data Questions

Event Parameters

Currency: Indian Rupee

Detailed Price Information: Price with Conditions

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

Partners and Delivery Information

Details Send E-Mail Call Clear

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:**

Bid on **“EDIT”** Mode

Submit Read Only Print Preview Check Technical RFx Response Close Save Verify signature of Response Sign Response

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

RFx Information Items Notes and Attachments Conditions Summary Tracking

Notes

Add Clear

Assigned To	Category	Text Preview
Area for uploading Technical/ Unpriced Bid*		

Attachments

Sign Attachment Add Attachment Edit Description Versioning Delete Create Qualification Profile

Assigned To	Category	Description	File Name	Version	Processor	Checked
Area for uploading Priced Bid**						

The table does not contain any data

**Note :**

\* The “Technical Bid” shall contain all techno-commercial details **except the prices.**

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

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

Thanking you,

Yours faithfully,

**OIL INDIA LIMITED**

**( Anita Dam )**  
**Chief Manager (M&C)**  
**For GM-Services(RP)**  
**For Executive Director(RP)**

## **PART - 1**

### **INSTRUCTIONS TO BIDDERS**

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

#### **A. BID DOCUMENTS**

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

- (a) A Forwarding Letter highlighting the following points:
  - (i) Company's IFB No. & Type and Tender Fee
  - (ii) Bid closing date and time
  - (iii) Bid opening date and time
  - (iv) Bid submission Mode
  - (v) Bid opening place
  - (vi) Bid validity, Mobilisation time & Duration of contract
  - (vii) The amount of Bid Security with validity
  - (viii) The amount of Performance Guarantee with validity
  - (ix) Quantum of liquidated damages for default in timely mobilization
- (b) Instructions to Bidders, (Part-1)
- (c) Bid Evaluation Criteria, (Part-2)
- (d) General Conditions of Contract, (Part-3, Section-I)
- (e) Scope of Work/Terms of Reference/Technical Specification, (Part-3, Section-II)
- (f) Special Conditions of Contract, (Part-3, Section-III)
- (g) Schedule of Services / Schedule of Rates, (Part-3, Section-IV)
- (h) Estimated CIF value of items at the time of import, (Proforma-A)
- (i) Price Bid Format, (Proforma-B)
- (j) Bid Form, (Proforma-C)
- (k) Statement of Compliance, (Proforma-D)
- (l) Bid Security Form, (Proforma-E)
- (m) Performance Security Form, (Proforma-F)
- (n) Agreement Form, (Proforma-G)
- (o) Proforma of Letter of Authority, (Proforma-H)
- (p) Authorisation for Attending Bid Opening, (Proforma-I)
- (q) Integrity Pact, (Annexure-A1)
- (r) Format for Certificate of Annual turnover & Net Worth (Annexure – B)
- (s) Format of Agreement between Bidder and Parent/Wholly owned Subsidiary Company ( Attachment – I)
- (t) Parent Company/Subsidiary Company Guarantee (Attachment – II)
- (u) Format of Agreement between Bidder and Sister Subsidiary/Co-subsubsidiary Company and the Ultimate Parent/Holding Company of both the Bidder and Sister Subsidiary /Co-Subsidiary ( Attachment –III)
- (v) General HSE Points (Appendix-A)
- (w) Procedure for obtaining labour license (Appendix-B)

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

### **3.0 TRANSFERABILITY OF BID DOCUMENTS:**

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

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

### **4.0 AMENDMENT OF BID DOCUMENTS:**

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

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

## **B. PREPARATION OF BIDS**

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

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

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

### **6.0 DOCUMENTS COMPRISING THE BID:**

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

#### **(A) TECHNICAL BID**

- (i) Complete technical details of the services and equipment specifications with catalogue, etc.
- (ii) Documentary evidence established in accordance with Clause 10.0.



- (iii) Bid Security (scanned) in accordance with Clause 11.0 hereunder. Original Bid Security should be sent as per Clause No. 11.11 below.
- (iv) Copy of Bid-Form **without** indicating prices in Proforma-C
- (v) Statement of Compliance as per Proforma-D
- (vi) Proforma-A: List of items to be imported **without** the CIF values.
- (vii) Copy of Priced Bid **without** indicating prices (Proforma-B)
- (viii) Integrity Pact digitally signed by OIL's competent personnel as Annexure-A1, attached with the bid document to be digitally signed by the Bidder.

## **(B) PRICED BID**

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

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

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

### **7.0 BID FORM:**

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

### **8.0 BID PRICE:**

8.1 Prices must be quoted by the Bidders online as per the price bid format available in OIL's E- Tender Portal in "Notes & Attachment" Tab. Unit prices must be quoted by the Bidders, both in words and in figures.

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

8.3 All duties (except customs duty which will be borne by the Company) and taxes including Corporate Income Tax, Personal Tax, Octroi/Entry Tax, other Cess/levies etc. except Service tax payable by the successful Bidder under the Contract for which this Bid Document is being issued, shall be included in the rates, prices and total Bid Price submitted by the Bidder, and the evaluation and comparison of bids shall be made accordingly. For example, personal taxes and/or any corporate taxes arising out of the profits on the contract as per rules of the country shall be borne by the Bidder.

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

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

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

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

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

## **11.0 BID SECURITY:**

11.1 The Bid Security is required to protect the Company against the risk of Bidder's conduct, which would warrant forfeiture of the Bid Security, pursuant to sub-clause 11.9 hereunder.

11.2 All the bids must be accompanied by Bid Security in Original for the amount as mentioned in the "Forwarding Letter" or an equivalent amount in other freely convertible currency and shall be in the OIL's prescribed format as Bank Guarantee (BG) enclosed with the NIT vide **Proforma-E** in favour of OIL and payable at Jodhpur, Rajasthan or an irrevocable Letter of Credit (L/C) from any of the following Banks –

- a) Any schedule Indian Bank or Any Branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in case of domestic Bidder, or
- b) In case of foreign Bidder, the bank guarantee can be accepted from any scheduled bank in India or from International bank who has its branch in India registered with Reserve Bank of India, or
- c) Any foreign Bank which is not a Scheduled Bank in India, provided the Bank Guarantee issued by such Bank is counter-guaranteed by any Branch situated in India of any Scheduled Bank incorporated in India.

The Bank Guarantee / LC shall be valid for the time as asked for in the Bid Document. Bank Guarantees issued by Banks in India should be on non-judicial stamp paper of requisite value, as per Indian Stamp Act, purchased in the name of the Banker.

**Note : Bid Security in the form of DD/Cheque/Cashier Cheque or any other mode will not be acceptable.**

11.2.1 The following is the Bank details of OIL, Rajasthan Project for obtaining Bank Guarantee:

Bank Details of Beneficiary(OIL, Rajasthan Project)	
a) Bank Name	CORPORATION BANK
b) Branch Name	JODHPUR BRANCH (0492)
c) Branch Address	No. 76, LK TOWER, CHOPASANI ROAD, JODHPUR-342003, RAJASTHAN
d) Banker Account No.	049200201000626
e) Type of Account	CURRENT ACCOUNT
f) IFSC Code	CORP0000492
g) MICR Code	342017002
h) SWIFT Code	N/A
i) Contact No.	0291-2649128, 2625504
j) Contact Person Name	MR. P. RAMNATH DIWAKAR
k) Fax No.	-
l) Email Id	cb492@corpbank.co.in

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

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

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

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

11.7 Successful Bidder's Bid Security will be discharged and/or returned upon Bidder's furnishing the Performance Security and signing of the contract. Successful Bidder will however ensure validity of the Bid Security till such time the Performance Security in conformity with **Clause 29.0** below is furnished.

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

11.9 The Bid Security may be forfeited, if :

- i) The Bidder withdraws the bid within its original/extended validity.
- ii) The Bidder modifies/revise their bid suo-moto.
- iii) Bidder does not accept the order/contract.
- iv) Bidder does not furnish Performance Security Deposit within the stipulated time as per tender/order/contract.
- v) If it is established that the Bidder has submitted fraudulent documents or has indulged into corrupt and fraudulent practice, the bid security shall be forfeited after due process in addition to other action against the Bidder

11.10 In case any Bidder withdraws their bid during the period of bid validity, Bid Security will be forfeited and the party shall be put in the Holiday List for a period varying from six(06) months to two(02) years as the case may be as per Company's Banning Policy(available in OIL website).

**11.11 The scanned copy of the original Bid Security in the form of either Bank Guarantee or LC must be uploaded by Bidder along with the Technical bid in the "Technical RFx Response" of OIL's E-portal.** The original Bid Security shall be submitted by Bidder to the office of Chief Manager(M&C), Oil India Ltd., Rajasthan Project, 2A-Saraswati Nagar, Jodhpur-342005, Rajasthan, India in a sealed envelope which must reach the office on or before 11.00 Hrs (IST) of the Bid Closing date. The envelope must be superscribed with "Bid Security", IFB No., Description & Bid Closing Date.

11.12 A bid shall be rejected straightway if Original Bid Security is not received within the stipulated date & time mentioned in the Tender and/or if the Bid Security validity is shorter than the validity indicated in Tender and/or if the Bid Security amount is lesser than the amount indicated in the Tender.

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

12.1 Central Govt. offices and Central Public Sector undertakings are exempted from submitting Bid Security.

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

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

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

13.1 Bids shall remain **valid for 120** days from the date of closing of bid prescribed by the Company. **Bids of shorter validity will be rejected as being non-responsive.** If nothing is mentioned by the Bidder in their bid about the bid validity, it will be presumed that the bid is valid for 120 days from Bid Closing Date.

13.2 In exceptional circumstances, the Company may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing through Fax or e-mail. The Bid Security provided under Para 11.0 above shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request will neither be required nor permitted to modify their Bid.

## **14.0 SIGNING OF BID:**

14.1 Bids are to be submitted online through OIL's E-procurement portal with digital signature. The bid and all attached documents should be digitally signed by the Bidder using "Class 3" digital certificates with Organizations Name [e-commerce application (Certificate with personal verification and Organisation Name)] as per Indian IT Act 2000 obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India before bid is uploaded. Digital Signature Certificates having "Organization Name" field other than Bidder's Name are not acceptable. However, aforesaid Digital Signature Certificates having Bidder's Name in the "Organization Name" field are acceptable.

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

If any modifications are made to a document after attaching digital signature, the digital signature shall again be attached to such documents before uploading the

same. The Power of Attorney shall be submitted by Bidder as mentioned in Para 15.1 below.

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

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

14.2 The original and all copies of the bid shall be typed or written in indelible inks. Since bids are to be submitted ONLINE with digital signature, manual signature is NOT relevant. The letter of authorisation (as per **Proforma-H**) shall be indicated by written Power of Attorney accompanying the Bid.

14.3 Any person signing the Bid or any other document in respect of this Bidding Document or other relevant documents on behalf of the Bidder without disclosing his authority to do so shall be deemed to have the authority to bind the Bidder. If it is discovered at any time that the person so signing has no authority to do so, the Company (OIL) may, without prejudice to any other right or remedy, cancel his Bid or Contract and hold the Bidder liable to the Company (OIL) for all costs and damages arising from the cancellation of the Bid or Contract including any loss which the Company (OIL) may sustain on account thereof.

14.4 Any physical documents submitted by Bidders shall contain no interlineations, white fluid erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such correction shall be initialled by the person or persons who has/have digitally signed the Bid.

14.5 Any Bid, which is incomplete, ambiguous, or not in compliance with the Bidding process will be rejected.

## **15.0 SUBMISSION OF BIDS**

15.1 The tender is processed under Single Stage - Two Bid system. Bidder shall submit the Technical bid and Priced bid along with all the Annexure and Proforma (wherever applicable) and copies of documents in electronic form through OIL's e-procurement portal within the Bid Closing Date & Time stipulated in the e-tender. For submission of Bids online at OIL's E-Tender Portal, detailed instructions is available in **“HELP DOCUMENTATION”** available in OIL's E-Tender Portal. Guidelines for bid submission are also provided in the “Forwarding Letter”. The Technical Bid is to be submitted as per Terms of Reference/Technical Specifications of the bid document and Priced Bid as per the Price Schedule. The Technical Bid should be uploaded in the “Technical RFx Response” under “Techno-Commercial Bid” Tab Page only. Prices to be quoted as per Proforma-B should be uploaded as Attachment just below the “Tendering Text” in the attachment link under “Techno-Commercial Bid” Tab under General Data in the e-portal. **No price should be given in the “Technical RFx Response”, otherwise bid shall be rejected.** The priced bid should not be submitted in physical form and which shall not be considered.

However, the following documents in one set should necessarily be submitted in physical form in sealed envelope superscribing the “IFB No., Brief Description of services and Bid Closing/Opening date & Time along with the Bidder’s name” and should be submitted to Chief Manager(M&C), Oil India Ltd., Rajasthan Project, 2A-Saraswati Nagar, Jodhpur-342005, Rajasthan, India on or before 11.00 Hrs(IST) on the bid closing date indicated in the IFB :

- i) The Original Bid Security along with 1(one) copy
- ii) Power of Attorney for signing of the bid digitally
- iii) Any other document required to be submitted in original as per bid document requirement.
- iv) Printed catalogue and literature if called for in the bid document.

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

15.2 All the conditions of the contract to be made with the successful Bidder are given in various Sections of the Bid Document. Bidders are requested to state their compliance to each clause as per Proforma-D of the bid document and in case of non-compliance, if any, the same to be highlighted in the Proforma - D and the same should be uploaded along with the Technical Bid.

15.3 Timely delivery of the documents in physical form as stated in Para 15.1 above is the responsibility of the Bidder. Bidders should send the same through Registered Post or by Courier Services or by hand delivery to the Officer in Charge of the particular tender before the Bid Closing Date and Time. Company shall not be responsible for any postal delay/transit loss.

15.4 Bids received through the e-procurement portal shall only be accepted. Bids received in any other form shall not be accepted.

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

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

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

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

#### **17.0 DEADLINE FOR SUBMISSION OF BIDS:**

17.1 Bids should be submitted online as per the online tender submission deadline. Bidders will not be permitted by System to make any changes in their bid/quote after the bid submission deadline is reached.

17.2 No bid can be submitted after the submission dead line is reached. The system time displayed on the e-procurement web page shall decide the submission dead line.

17.3 The documents in physical form as stated in Para 15.1 must be received by Company at the address specified in the "Forwarding Letter" on or before 11.00 Hrs(IST) on the Bid Closing Date mentioned in the "Forwarding Letter". Timely delivery of the same at the address mentioned in the Forwarding Letter is the responsibility of the Bidders.

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

#### **19.0 MODIFICATION AND WITHDRAWAL OF BIDS:**

19.1 The Bidder after submission of Bid may modify or withdraw its Bid prior to Bid Closing Date & Time.

19.2 No Bid can be modified or withdrawn subsequent to the deadline for submission of Bids.

19.3 No Bid can be withdrawn in the interval between the deadline for submission of Bids and the expiry of the period of Bid Validity specified by the Bidder on the Bid Form. Withdrawal of a Bid during this interval shall result in the Bidder's forfeiture of its Bid Security and Bidder shall also be debarred from participation in future tenders of OIL and shall be put in the Holiday List for a period of six(06) months to two(02) years as the case may be as per Company's Banning Policy.

#### **20.0 EXTENSION OF BID SUBMISSION DATE:**

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

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

21.1 Company will open the Technical Bids, including submission made pursuant to clause 19.0, in presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Forwarding Letter. However, an authorisation letter (as per **Proforma-I**) from the Bidder must be produced by

the Bidder's representative at the time of Bid Opening. Unless this Letter is presented, the representative will not be allowed to attend the Bid Opening. The Bidder's representatives who are allowed to attend the Bid Opening shall sign a register evidencing their attendance. Only one representative against each Bid will be allowed to attend. In technical bid opening, only "Technical RFx Response" will be opened. Bidders therefore should ensure that technical bid is uploaded in the "Technical RFx Response" Tab Page only in the E-portal.

21.2 In case of any unscheduled holiday or Bandh on the Bid Opening Date, the Bids will be opened on the next full working day. Accordingly, Bid Closing Date / time will get extended up to the next working day and time.

21.3 Bids which have been withdrawn pursuant to clause 19.0 shall not be opened. Company will examine bids to determine whether they are complete, whether requisite Bid Securities have been furnished, whether documents have been digitally signed and whether the bids are generally in order.

21.4 At bid opening, Company will announce the Bidder's names, written notifications of bid modifications or withdrawal, if any, the presence of requisite Bid Security, and such other details as the Company may consider appropriate.

21.5 Normally no clarifications shall be sought from the Bidders. However, for assisting in the evaluation of the bids especially on the issues where the Bidder confirms compliance in the evaluation and contradiction exists on the same issues due to lack of required supporting documents in the Bid (i.e. document is deficient or missing), or due to some statement at other place of the Bid (i.e. reconfirmation of confirmation) or vice versa, clarifications may be sought by OIL. In all the above situations, the Bidder will not be allowed to change the basic structure of the Bid already submitted by them and no change in the price or substance of the Bid shall be sought, offered or permitted.

21.6 Prior to the detailed evaluation, Company will determine the substantial responsiveness of each bid to the requirement of the Bid Documents. For purpose of these paragraphs, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bid Document without material deviations or reservation. A material deviation or reservation is one which affects in any way substantial way the scope, quality, or performance of work, or which limits in any substantial way, in-consistent way with the Bid Documents, the Company's right or the Bidder's obligations under the contract, and the rectification of which deviation or reservation would affect unfairly the competitive position of other Bidders presenting substantial responsive bids. The Company's determination of Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.

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

21.8 The Company may waive minor informality or nonconformity or irregularity in a Bid, which does not constitute a material deviation, provided such waiver, does not prejudice or affect the relative ranking of any Bidder.



## **22.0 OPENING OF PRICED BIDS:**

22.1 Company will open the Priced Bids of the technically qualified Bidders on a specific date in presence of representatives of the qualified Bidders. The technically qualified Bidders will be intimated about the Priced Bid Opening Date & Time in advance. In case of any unscheduled holiday or Bandh on the Priced Bid Opening Date, the Bids will be opened on the next working day.

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

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

## **23.0 CONVERSION TO SINGLE CURRENCY:**

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

## **24.0 EVALUATION AND COMPARISON OF BIDS:**

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

### **24.1 DISCOUNTS / REBATES:**

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

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

### **24.3 LOADING OF FOREIGN EXCHANGE:**

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

### **24.4 EXCHANGE RATE RISK:**

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

#### **24.5 REPATRIATION OF RUPEE COST:**

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

#### **25.0 CONTACTING THE COMPANY:**

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

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

### **D. AWARD OF CONTRACT**

#### **26.0 AWARD CRITERIA:**

The Company will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

#### **27.0 COMPANY'S RIGHT TO ACCEPT OR REJECT ANY BID:**

Company reserves the right to accept or reject any or all bids and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected Bidder, or Bidders or any obligation to inform the affected Bidder of the grounds for Company's action.

#### **28.0 NOTIFICATION OF AWARD:**

28.1 Prior to the expiry of the period of bid validity or extended validity, Company will notify the successful Bidder in writing by registered letter or by fax or E-mail (to be confirmed in writing by registered / couriered letter) that its Bid has been accepted.

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

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

#### **29.0 PERFORMANCE SECURITY:**

29.1 On receipt of notification of award from the Company, the successful Bidder shall furnish to Company the Performance Security for an amount specified in the Forwarding Letter (and Letter of Award (LOA) issued by Company to Contractor awarding the contract) as per **Proforma-F** or in any other format acceptable to the Company and must be in the form of a Bank Guarantee or irrevocable Letter of Credit (LC) from:

- a) Any schedule Indian Bank or Any Branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in case of domestic Bidder, or
- b) In case of Foreign Bidder, the bank guarantee can be accepted from any scheduled bank in India or from International bank who has its branch in India registered with Reserve Bank of India.
- c) Any foreign Bank which is not a Scheduled Bank in India, provided the Bank Guarantee issued by such Bank is counter-guaranteed by any Branch situated in India of any Scheduled Bank incorporated in India

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

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

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

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

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

29.2 The Performance Security specified above must be valid for 3(three) months beyond the contract period. The Performance Security will be discharged by Company not later than 30 days following its expiry. In the event of any extension of the Contract period, Bank Guarantee should be extended by Contractor by the period equivalent to the extended period.

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

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

29.5 Failure of the successful Bidder to comply with the requirements of **clause 29.0 and/or 30.0** shall constitute sufficient grounds for annulment of the award and forfeiture of the Bid Security or Performance Security. In such an eventuality, the party shall be put in the Holiday List for a period from six(06) months to two(02) years as the case may be as per Company's Banning Policy.

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

30.1 At the same time as the Company notifies the successful Bidder that its Bid has been accepted, the Company will either call the successful Bidder for signing

of the agreement or send the Contract Form provided in the Bid Documents, along with the General & Special Conditions of Contract, Technical Specifications, Schedule of Rates incorporating all agreements agreed between the two parties.

30.2 The successful Bidder shall sign and date the contract and return it to the Company after receipt of LOA. Till the contract is signed, the LOA issued to the successful Bidder shall remain binding amongst the two parties.

30.3 In the event of failure on the part of the successful Bidder to sign the contract, OIL reserves the right to terminate the LOA issued to the successful Bidder and invoke the Bid Security or the Performance Security if submitted by the successful Bidder. The party shall also be put in the Holiday List for a period from six(06) months to two(02) years as the case may be as per Company's Banning Policy.

### **31.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENTS:**

If it is found that a Bidder/contractor has furnished fraudulent information / documents, the Bid Security/Performance Security shall be forfeited and the party shall be banned for a period of 3(three) years from the date of detection of such fraudulent act besides the legal action as per Company's Banning Policy.

### **32.0 CREDIT FACILITY:**

Bidders should indicate clearly in the Bid about availability of any credit facility inclusive of Government to Government credits indicating the applicable terms and conditions of such credit.

### **33.0 MOBILISATION ADVANCE PAYMENT:**

33.1 Request for advance payment shall not be normally considered. However, depending on the merit and at the discretion of the Company, advance against mobilisation charge may be given at an interest rate of 1% above the prevailing Bank rate (CC rate) of SBI from the date of payment of the advance till recovery/refund.

33.2 Advance payment agreed to by the Company shall be paid only against submission of an acceptable bank guarantee whose value should be equivalent to the amount of advance plus the amount of interest covering the period of advance. Bank guarantee shall be valid for 2 months beyond completion of mobilisation and the same may be invoked in the event of Contractor's failure to mobilise as per agreement.

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

### **34.0 INTEGRITY PACT:**

34.1 OIL shall be entering into an Integrity Pact with the Bidders as per format enclosed vide **Annexure-A1** of the Bid Document. The Integrity Pact has been duly signed digitally by OIL's competent signatory and uploaded in the OIL's e-portal. The Integrity Pact shall be returned by the Bidder (along with the technical

Bid) duly signed by the same signatory who signed the Bid i.e. who is duly authorized to sign the Bid. Uploading the Integrity Pact in the OIL's E-portal with digital signature will be construed that all pages of the Integrity Pact has been signed by the Bidder's authorized signatory who has signed the bid. **If any Bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid shall be rejected straightway.**

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

1. Shri Rajiv Mathur, IPS(Retd), Former Director, IB, Govt. of India; E-mail : [rajivmathur23@gmail.com](mailto:rajivmathur23@gmail.com)
2. Shri Satyananda Mishra, IAS(Retd.), Former Chief Information Commissioner of India & Ex-Secretary, DOPT, Govt. of India, E-Mail ID : [satyanandamishra@hotmail.com](mailto:satyanandamishra@hotmail.com)

### **35.0 LOCAL CONDITIONS:**

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

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

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

**37.0 CUSTOMS DUTY :** The Tools and the services under this Contract shall be carried out in PML areas of the Company which have been issued or renewed to Company. Customs Duty on the imports under this Contract presently shall be Nil. Bidders should take note of the same while quoting. No customs duty is therefore considered for evaluation.

**37.0 PURCHASE PREFERENCE :** Not applicable.

**38.0 PRICE PREFERENCE :** Not applicable.

**39.0** General Health, Safety and Environment (HSE) aspects will be as per the terms set forth in Appendix-A of the tender document.

**40.0** Procedure for obtaining Labour License under Contract Labour (R&A) Act, 1970 & Central Rules-1971 will as per terms set forth in Appendix-B of tender document.

**41.0** The User Manual provided on the e-portal on the procedure How to create Response for submitting offer may be referred for guidance.

**END OF PART - 1**

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## **PART – 2**

### **BID EVALUATION CRITERIA (BEC)**

The bid shall conform generally to the specifications and terms and conditions given in this bid document. Bids shall be rejected in case the services offered do not conform to required parameters stipulated in the technical specifications. Notwithstanding the general conformity of the bids to the stipulated specifications, the following requirements will have to be particularly met by the Bidders without which the same will be considered as non-responsive and rejected. Bidders are advised not to take any exception/deviations to the bid document.

#### **I. TECHNICAL CRITERIA :**

1.0 Bidders must meet the following criteria :

##### **1.1 (A) Experience:**

##### **(i) Bidder's Experience:**

- (a) The Bidder must have minimum 05 (five) years operational experience as on original scheduled Bid Closing Date (BCD) in providing Cementing & Bulk Handling Plant services as detailed in Scope of Work (SOW) including supply of cementing equipments (i.e. Cementing Unit, Batch Mixer, Transport Silo, BHP Unit, Cementing Heads, Cementing Packers, fittings & accessories) and additives to oil/gas wells for E&P Companies. Documentary evidence supporting Bidder's experience must be enclosed along with the Technical Bid.
- (b) Bidder must have successfully executed at least one similar nature work valuing not less than INR 16.10 crores in last seven(07) years reckoned from the original scheduled Bid Closing Date. Documentary evidence in the form of duly attested copies of contracts/work orders and completion certificates/payment certificates etc. issued by clients to be submitted along with the Technical Bid.

##### **Note :**

1) Similar nature works means providing cementing & BHP services for oil/gas wells for any E&P Company by deploying qualified and experienced personnel along with necessary equipments & tools.

##### **(ii) Experience of Bidder's Personnel:**

The Bidder must confirm to deploy qualified, experienced and competent manpower for carrying out the cementing and other associated operations against the contract as mentioned hereunder :

- (a) One Cementing Engineer proposed to be engaged on regular basis having independent work experience of minimum five (5) years in oil/gas wells primary and secondary cementing jobs. He should also be well-versed in cementing process execution in thermal completion wells for exploitation of

heavy oil with work experience of at least three (3) wells. Bio-data of the personnel proposed to be deployed must be submitted along with the Technical Bid.

- (b) One Bulk Handling Plant Operator with two (02) years experience in oil/gas wells cementing jobs and two (02) number helpers for Bulk Handling Plant having one (01) year relevant experience proposed to be engaged on regular basis. Bio-data of the personnel proposed to be deployed must be submitted along with the Technical Bid.
- (c) One (1) mechanic/technician for maintaining the entire unit having minimum two (2) years relevant experience proposed to be engaged on regular basis. Bio-data of the personnel proposed to be deployed must be submitted along with the Technical Bid.
- (d) One operator for Pneumatic Transport Silo having two (02) years experience in transportation of cement in oil field areas proposed to be engaged on regular basis. Bio-data of the personnel proposed to be deployed must be submitted along with the Technical Bid.

**(iii)** 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/jobs 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 I.1.1(A)(i) above. 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 Technical Bid.

**(iv)** In case the Bidder is a Consortium of companies, the under-mentioned experience & financial requirement should be satisfied by the Bidder -

- (a) The Leader of the Consortium should satisfy the minimum experience requirement as per Para I.1.1 A (i).
- (b) Any one of the Consortium members individually shall have to meet the financial turn-over criteria as per Para II below.
- (c) 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 provided along with the Technical Bid.
- (d) 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.

**(v)** 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 particular Tender and shall be binding on them for the entire contract period. Notwithstanding, the responsibility of completion of jobs under this contract will be that of the main Bidder. The MOU/Agreement should be executed on a legally valid document.

**(vi)** Any party extending technical support by way of entering into a technical collaboration with another party shall not be allowed to submit an independent



bid against this Tender and such bid shall be rejected straightway. Furthermore, all bids from parties with technical collaboration support from the same Principal shall be rejected outright.

**vii) Bids from wholly owned subsidiary:**

Bids of those Bidders who themselves do not meet the experience criteria as stipulated in the Tender, can also be considered provided the Bidder is a wholly owned subsidiary company of the parent company which itself meets the experience criteria. In such case as the subsidiary company is dependent upon the experience of the parent company with a view to ensure commitment and involvement of the parent company for successful execution of the contract, the participating Bidder should enclose an Agreement (as per format enclosed) between the parent company and the subsidiary company and Corporate Guarantee (as per format enclosed) from the parent company to OIL for fulfilling the obligation under this contract.

**viii)** Bids from Primary Bidder meeting the experience criteria of the Tender as a Service Provider and submitting bids with the option of provisioning the consumables through third party on direct sale basis to OIL are also acceptable. The Primary Bidder shall however, take full responsibility for delivering the consumables at well-site at Baghewala/Dandewala areas in Jaisalmer/Bikaner District including customs clearance without any interruption in operation and without any extra cost to OIL.

**NOTE: Bidders should quote for all the above-mentioned Cementing Engineer, Bulk-Handling Plant Operator, Technicians/Mechanic, Helpers and Operator for Transport Silo to be posted at well-site failing which the offer will be rejected outright. Bidder should take note of that.**

**1.1 (B) Other Requirements:**

i) The Bidder as the primary entity must be financially and organizationally sound. On the Bid Closing Date (BCD) they must be in possession of the Cementing Unit, Batch Mixer, BHP Unit, Transport Silo & other accessories offered (owned or leased). Bidders must categorically confirm the same in their Technical Bids.

ii) The offered Cementing Unit consisting of cement mixing and circulating system, Bulk-Handling Plant, Batch Mixer & Transport Silo should conform to the specifications detailed in Part-3, Section-II (Scope Of Work). Bidders must categorically confirm the same in their Technical Bids.

**1.1 (C) Brief Specifications of Vital Components are given below:**

a) Cementing Unit (twin-pumping) must be capable of achieving a maximum pumping pressure of 10,000 psi and maximum discharge rate of 10 bbl (US) per minute.

b) Bulk Handling Plant must be equipped with three (03) nos. Pneumatic Silos of capacity 1000 cubic feet each & two (02) nos. Air Compressors (minimum air pressure required for operation - 40 psi).

c) Transport Silo (one no) with air manifold system & having a carrying capacity of 1000 bags (minimum) of cement. Weight of one (01) bag should not be less than 50 kg.

d) Batch Mixer must have handling capacity of 100 - 120 bbl (US).

e) **Vintage:** Cementing Unit, Batch Mixer, Bulk handling plant, Transport silo and other surface tools/equipment must not be of more than **10 (ten) years old** as on original Bid Closing Date (BCD) counted from the date of manufacture. Bidders must submit a certificate along with their Technical Bids confirming the **vintage** and certifying that all the equipments will be deployed in perfect working condition.

f) **Inspection:** The inspection and certification should be done by any one of the following inspection agencies for inspection of the Cementing Unit, Bulk-Handling Plant, Transport Silo, Batch Mixer and other surface tools / accessories and the cost of the third party inspection will be borne by the Bidder.

(a) DNV

(b) ABS

(c) BV

(d) LLOYDS

(e) Oilfield Audit Services.

The Bidder should agree or confirm in respect of submitting a certificate in original prior to mobilization from any one of the above-mentioned parties.

**Note:** The certificate should clearly indicate and confirm without any ambiguity the following:

(i) Name and address of the Owner of the entire Unit after due verification of all the relevant documents.

(ii) Confirmation that the Unit meets the technical specification as laid down in the Tender Document.

(iii) Make, Model, Capacity, Date of manufacture etc. as inspected for each critical/major component of the Unit along with duly filled-in all necessary Proforma, Annexures etc. enclosed in the Tender Document.

(iv) In case of new Unit, the Bidder should submit a certificate in original from the Manufacturer along with the Technical Bid. The certificate from Manufacturer should also clearly indicate the committed date of readiness of the complete Unit for shipment after due inspection and certification from any one of the 3<sup>rd</sup> party inspection agencies specified above prior to shipment.

(v) Bids which do not include all the jobs / services mentioned in the Tender Document shall be considered as incomplete and rejected.

(g) **MOBILIZATION PERIOD:** The Bidder shall mobilize the entire Unit, tools/equipment/chemicals/consumables and personnel within **60 (sixty) days** (max.) from the date of issuance of Letter of Award (LOA) of the contract. Company prefers earliest mobilization. Bidders must categorically confirm the

same in their Technical Bids. Bids offering mobilization time more than 60 (sixty) days will be summarily rejected.

(h) **MOBILIZATION FEE:**

Bidders shall quote lump-sum mobilization fee of Cementing-unit, Bulk-handling Plant, Transport Silo, Batch mixer, Laboratory, consumables and other surface tools & accessories/equipment from different places not exceeding 7.1/2% of Total Cost of Operation (i.e. the total estimated charges for operation of Cementing Unit, Bulk-handling Plant & Accessories) for one (1) year duration.

(i) **DE-MOBILIZATION FEE :**

Bidders shall quote lump-sum de-mobilization fee for Cementing unit, Bulk-handling Plant, Transport silo, Batch mixer, Laboratory, consumables and other surface tools & accessories/equipment to different places not exceeding 7.1/2% of Total Cost of Operation (ie. the total estimated charges for operation of Cementing-unit, Bulk-handling Plant & Accessories) for one (1) year duration.

**Note:-**

- (i) Lump-sum mobilization & demobilization fee includes Cementing-unit, Bulk-handling plant, Transport silo, Batch mixer, Laboratory, consumables and other surface tools & accessories/equipments required for services as per 'Scope of Work'.
- (ii) In case, mobilization & demobilization charge quoted by the Bidder exceeds the limit specified above then the offer of such Bidder shall be straightway rejected.
- (iii) Lump-sum mobilization and de-mobilization charges should be inclusive of all applicable taxes, duties, levies etc. but excluding **Service Tax**.

(j) **STACK DAY and FORCE MAJEURE DAY :**

The rates towards Stack Day and Force Majeure Day shall be restricted to the limit indicated against each of the following hereunder -

- 1) Payment towards Stack Day Rate should not be more than 30% of (Equipment Rental + Personal charges)
- 2) Payment towards Force Majeure Day Rate should not be more than 50% of (Equipment Rental + Personal charges)

(k) Total mobilization and demobilization charges combined together quoted by the Bidder should not exceed fifteen percent (15%) of the total estimated value of the contract, failing which the offer shall be rejected.

**II. FINANCIAL CRITERIA :**

1.0 Annual Financial Turnover of the Bidder during any of preceding three financial/ accounting years from the original bid closing date should be at least **INR 1610 Lakhs (or equivalent in US\$)**.

2.0 "**Net Worth**" of the Bidder should be positive for the preceding financial/ accounting year.

3.0 Documentary evidence in the form of Audited Balance Sheet and Profit & Loss Account for the preceding 03(three) financial/accounting years should be submitted along with the technical bid.

Considering the time required for preparation of Financial Statements, if the last date of preceding financial / accounting year falls within the preceding six months reckoned from the original bid closing date and the Financial Statements of the preceding financial / accounting year are not available with the Bidder, then the financial turnover of the previous three financial / accounting years excluding the preceding financial / accounting year will be considered. In such cases, the Net worth of the previous financial / accounting year excluding the preceding financial / accounting year will be considered. However, the Bidder has to submit an affidavit/undertaking certifying that 'the balance sheet/Financial Statements for the financial year ..... (as the case may be) has actually not been audited so far'.

**Notes :**

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

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

4.0 In case the Bidder is subsidiary company (should be a wholly owned subsidiary of the parent/ultimate parent/holding company) who does not meet financial criteria by itself and submits his bid based on the strength of his parent/ultimate parent/holding company, then following documents need to be submitted.

- i) Turnover of the parent/ultimate parent/holding company should be in line with Para II.1.0 above.
- ii) Net Worth of the parent/ultimate parent/holding company should be positive.
- iii) Corporate Guarantee on parent/ultimate parent/holding company's company letter head signed by an authorised official undertaking that they

would financially support their wholly owned subsidiary company for executing the project/job in case the same is awarded to them.

- iv) Document of subsidiary company towards wholly owned subsidiary of the parent/ultimate parent/holding company.

### III. **COMMERCIAL CRITERIA** :

The following vital commercial criteria should be strictly complied with failing which the bid will be rejected:

1.0 Bids shall be submitted under single stage two-bid system i.e. Technical Bid and Priced Bid separately. Bids shall be rejected outright if the prices are indicated in the technical bids or if not conforming to this two bid system.

2.0 Bidder shall offer firm prices. Price quoted by the successful Bidder must remain firm during the execution of the contract and not subject to variation on any account.

3.0 Bids with shorter validity i.e, less than **120 days** from the bid closing date shall be rejected as being non-responsive.

4.0 Bid Security in Original shall be furnished as a part of the Technical Bid and shall reach OIL's office at Jodhpur before bid closing date & time. A scanned copy of the bid security shall however be uploaded in OIL's E-Procurement portal along with the Technical Bid. The amount of Bid Security shall be as specified in the Forwarding Letter of the Bid Document. Bid without proper & valid Bid Security shall be rejected.

5.0 The Integrity Pact must be uploaded in OIL's E-Procurement portal along with the Technical Bid duly signed by the same signatory who signed the Bid i.e. who is duly authorized to sign the Bid. If any Bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid shall be rejected straightway.

6.0 Bids received through the e-procurement portal shall only be accepted. Bids received in any other form shall not be accepted.

7.0 Bids submitted after the Bid Closing Date and Time shall be rejected.

8.0 The bid documents are not transferable. Bids made by Bidders who have not been issued the bid documents from the Company shall be rejected.

9.0 Bids shall be typed or written in indelible ink and shall be digitally signed by the Bidder or his authorized representative.

10.0 Bids 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) signing the bid.

11.0 Bidders shall bear, within the quoted rates, the personal tax as applicable in respect of their personnel and Sub-Contractor's personnel, arising out of execution of the contract.

12.0 Bidders shall bear, within the quoted rate, the corporate tax as applicable on the income from the contract.

13.0 Bidders shall bear, within the quoted rate, all taxes, duties, levies etc. , but, excluding service tax as applicable towards the services to be rendered against the contract as per scope of work.

14.0 Any Bid containing false statement shall be rejected.

15.0 Bidders must quote clearly and strictly in accordance with the price schedule outlined in "Price Bid Format" (Proforma – B) of Bid Document; otherwise the Bid will be summarily rejected.

16.0 Bidders shall quote directly and not through their Agent/ Representative/Retainer/Associate in India. Bids submitted by Indian Agent/ Representative/Retainer/Associate on behalf of their foreign principals will not be considered and will be rejected straightway. One Indian Agent/Representative/Retainer/Associate cannot represent more than one foreign principal.

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

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

18.0 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.

19.0 **Customs duty**: The Services under the contract shall be carried out in Baghewala and Dandewala PML areas renewed/issued to the Company after 01.04.1999 by Govt. of India and therefore, customs duty is not payable on items imported for execution of the contract. The Bidder should take note of this while submitting bid against the tender.

#### **IV. GENERAL**

1.0 The Statement of Compliance (enclosed PROFORMA – D) should be digitally signed and uploaded along with the Technical Bid (un-priced). In case Bidder takes exception to any clause of Tender Document not covered under BEC, 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 the Company. The loading so done by the Company will be final and binding

on the Bidders.

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

3.0 Any exception or deviation to the Tender requirements must be tabulated in PROFORMA-D of this Section by the Bidder in their Technical Bid only. Any additional information, terms or conditions included in the Commercial (Priced) Bid will not be considered by OIL for evaluation of the Tender.

4.0 The Integrity Pact (Annexure-A1) must be uploaded in OIL's E-Procurement portal along with the Technical Bid digitally signed by the same signatory who digitally signed the Bid i.e. who is duly authorized to sign the Bid. Bids without the Integrity Pact digitally signed by the Bidder shall be rejected straightway.

5.0 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.

7.0 If any clauses in the BEC contradict clauses elsewhere in the Bid Document, then the clauses in the BEC shall prevail.

## **V. BID EVALUATION CRITERIA:**

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

1.0 Commercial Bids (price-bids) of only the technically qualified Bidders will be opened on a pre-determined date and the same will be evaluated taking in to account the sum total cost of all components quoted by the Bidders as per Price Bid Format (Proforma-B) and the contract will be awarded to the lowest evaluated Bidder.

2.0 If there is any discrepancy between the unit price and total price, the unit price will prevail and total price shall be corrected. Similarly, if there is any discrepancy between words and figure, the amount in words shall prevail and will be adopted for evaluation.

3.0 For conversion of foreign currency into Indian currency for evaluation of Bids, Bill selling Card rate declared by State Bank of India, one day prior to the date of Priced Bid opening shall be considered. However, if the time lag between the opening of the bids and final decision exceeds 3 (three) months, then Bill Selling Card rate declared by SBI on the date prior to the date of final decision shall be adopted for conversion and evaluation.

4.0 The Bidders must quote their charges/ rates in the manner as called for vide "Schedule of Rates" under Part-3, Section-IV and the summarized Price Bid Format vide enclosed Proforma-B.

5.0 The contract will be signed with successful Bidder for one (01) year of operation initially with a provision for extension by another one (01) year or part thereof. Depending on the performance of the Contractor, the Company reserves the right to extend the contract for another one (01) year or part thereof at the same rates, terms and conditions at the discretion of the Company. However, bids will be evaluated on total cost for one (01) year of operation only.

6.0 The quantities shown against each item in the “**Price Bid Format (i.e. in Proforma-B)**” are tentative quantities for one year and shall be considered for the purpose of Bid Evaluation. It is, however, to be clearly understood that the assumptions made in respect of the number of days/parameters for various operations are only for the purpose of evaluation of the bid and the Contractor shall be paid on the basis of actual quantum of jobs carried out during job execution. However, execution of jobs in excess of the quantity mentioned herein requires Company’s prior approval.

7.0 To ascertain the inter-se-ranking, the comparison of the responsive bids will be made subject to loading for any deviation. Commercial Bids shall be evaluated taking into account the rates quoted in the PRICE BID FORMAT as per Proforma – B.

**ESTD. GRAND TOTAL VALUE OF CONTRACT FOR ONE (01) YEAR = (A+B + C)**

Where, **A = Contract value for the regular requirement**

**B = Contract value for the additional services on call-out basis**

**C = Total FOR destination/site value inclusive of all taxes, duties and levies but excluding custom duties for the Additives requirement for Normal Cementing (C1) and for Thermal Completion wells (C2)**

**Notes :**

- (i) Bidders are advised to quote the most competitive price against these services.
- (iii) Any exceptions / deviations to tender must be spelt out by Bidders in their technical bid only. Commercial bid should be a replica of the technical bid except that it should contain prices. Any additional information / terms / conditions furnished in commercial bid will not be considered by OIL for evaluation / award of contract.
- iv) Bidder is to declare the information as requested vide Proforma-A against each of the items to be imported.

8.0 Custom Duty: Customs Duty will not be considered for evaluation of the offers as the proposed operation shall be carried out in Baghewala and Dandewala - Jaisalmer PEL/ML Areas awarded/renewed to Company by Govt. of India after 01.04.1999 where Customs Duty is NIL. Bidders’ should take note of the same while quoting.

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**END OF PART – 2**



## **PART-3**

### **SECTION-I**

#### **GENERAL CONDITIONS OF CONTRACT**

##### **1.0 DEFINITIONS:**

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

(a) "The Contract" means agreement entered into between Company and Contractor, as recorded in the contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;

(b) "The Contract Price" means the price payable to Contractor under the contract for the full and proper performance of its contractual obligations;

(c) "Company" or "OIL" means Oil India Limited;

(d) "Contractor" means the Contractor performing the work under this Contract.

(e) "Contractor's Personnel" means the personnel to be provided by the Contractor to provide services as per the contract.

(f) "Company's Personnel" means the personnel to be provided by OIL or OIL's Contractor (other than the Contractor executing the Contract). The Company representatives of OIL are also included in the Company's personnel.

(g) "Contractor's items" means the equipment, materials and services, which are to be provided by Contractor or to be provided by Company at the expense of the Contractor, which are listed in Tender Document under Terms of Reference and Technical Specifications.

(h) "Company's items" means the equipment, materials and services, which are to be provided by Company at the expense of Company and listed in the Contract.

(i) "Company Representative" means the person or persons appointed and approved from time to time by the Company to act on its behalf for overall coordination and project management purpose.

(j) "The Work" means each and every activity required for the successful performance of the services described in Section II, the Terms of Reference.

(k) "Day" means a calendar day of twenty-four (24) consecutive hours beginning at 07:00 hrs. and ending at 07:00 hrs.

(l) "Party" means either the Company or Contractor as the context so permits and, as expressed in the plural, shall mean the Company and Contractor collectively.

(m) "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.

(n) "Gross Negligence" means any act or failure to act (whether sole, joint or concurrent) by a person or entity which was intended to cause, or which was in reckless disregard of or wanton indifference to, avoidable and harmful consequences such person or entity knew, or should have known, would result from such act or failure to act. Notwithstanding the foregoing, Gross negligence shall not include any action taken in good faith for the safeguard of life or property.

(o) "Willful Misconduct" means intentional disregard of good and prudent standards of performance or proper conduct under the Contract with knowledge that it is likely to result in any injury to any person or persons or loss or damage of property.

(p) "Affiliate" means any Person which Controls, or is Controlled by, or under common Control with a Party; "Control" in this context means ownership of more than fifty percent (50%) of the shares of a Person and/or the right to appoint majority directors on Board by contract or otherwise.

(q) "Co-venturers" shall mean any co-venturers with the Company from time to time having an interest in either the PSC and/or a Joint and/or associated contracts for the purposes of exploration and production in Operating Contract the Operating Area and on whose behalf the Company would be deemed to have entered into this Contract.

## **2.0 EFFECTIVE DATE, MOBILISATION TIME/DE-MOBILIZATION TIME, DATE OF COMMENCEMENT OF THE CONTRACT AND DURATION OF CONTRACT:**

**2.1 EFFECTIVE DATE OF CONTRACT :** The contract shall become effective as of the date Company notifies the Contractor in writing that it has been awarded the contract. This date of issuance of Letter of Award(LOA) by the Company will be the Effective Date of Contract.

**2.2 MOBILISATION/De- MOBILISATION TIME OF THE CONTRACT:** The mobilization of equipment, personnel etc. should be completed by Contractor within **60 days** from the effective date of the contract. Mobilization shall be deemed to be completed when Contractor's equipment and manpower are placed at the nominated location in readiness to commence Work as envisaged under the Contract duly certified by the Company's authorized representative.

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

**2.4 DURATION OF CONTRACT:** The contract shall be valid for a period of One (01) year from the Date of Commencement of the Contract with an option to extend the contract period for another one (01) year or part thereof at the discretion of Company at the same rates, terms and conditions. The terms and conditions shall continue until the completion/abandonment of the last well

being drilled where the individual tools/sets are being deployed nearer the time of the expiry of the Contract or any extension thereof.

**3.0 GENERAL OBLIGATIONS OF CONTRACTOR :** Contractor shall, in accordance with and subject to the terms and conditions of this Contract:

3.1 Perform the work described in the Terms of Reference (Part-3, Section-II) in most economic and cost effective way.

3.2 Except as otherwise provided in the Terms of Reference and the Special Conditions of the Contract, provide all labour as required to perform the work.

3.3 Perform all other obligations, work and services which are required by the terms of this contract or which reasonably can be implied from such terms as being necessary for the successful and timely completion of the work.

3.4 Contractor shall be deemed to have satisfied himself before submitting their bid as to the correctness and sufficiency of its bid for the services required and of the rates and prices quoted, which rates and prices shall, except insofar as otherwise provided, cover all its obligations under the contract.

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

**4.0 GENERAL OBLIGATIONS OF THE COMPANY:** Company shall, in accordance with and subject to the terms and conditions of this contract:

4.1 Pay Contractor in accordance with terms and conditions of the contract. The period of time for which each rate shall be applicable shall be computed from and to the nearest an hour. The rates contained in the Contract shall be based on Contractor's operation being conducted on a seven (07) days week and a twenty-four (24) hours work day. Under the Contract, Contractor will be entitled to the applicable rate defined in PROFORMA – B. These rates are payable when the required condition has existed for a full 24 hours period. If the required condition existed for less than 24 hours then payments shall be made on pro-rata basis.

4.2 Allow Contractor access, subject to normal security and safety procedures, to all areas as required for orderly performance of the work.

4.3 Perform all other obligations required of Company by the terms of this contract.

**5.0 PERSONNEL TO BE DEPLOYED BY CONTRACTOR**

5.1 Contractor warrants that it shall provide competent, qualified and sufficiently experienced personnel to perform the work correctly and efficiently.

5.2 The Contractor should ensure that their personnel observe applicable company and statutory safety requirement. Upon Company's written request, Contractor, entirely at his own expense, shall remove immediately any personnel

of the Contractor determined by the Company to be unsuitable and shall promptly replace such personnel with personnel acceptable to the Company. Replacement personnel should be mobilized within ten(10) days from the date of issuance of notice without affecting the operation of the company.

5.3 The Contractor shall be solely responsible throughout the period of the contract for providing all requirements of their personnel including but not limited to, their transportation to & fro from field/drilling site, enroute/ local boarding, lodging & medical attention etc. Company shall have no responsibility or liability in this regard.

5.4 Contractor's key personnel shall be fluent in English language (both writing and speaking).

## **6.0 WARRANTY AND REMEDY OF DEFECTS**

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

6.2 Should Company discover at any time during the tenure of the Contract or till the Unit/equipment/tools are demobilised from site or base camp(if applicable) that the work does not conform to the foregoing warranty, Contractor shall after receipt of notice from Company, promptly perform any and all corrective work required to make the services conform to the Warranty. Such corrective Work shall be performed entirely at Contractor's own expenses. If such corrective Work is not performed within a reasonable time, the Company, at its option may have such remedial Work performed by others and charge the cost thereof to Contractor subject to a maximum of the contract value payable for the defective work which needs corrective action which the Contractor must pay promptly. In case Contractor fails to perform remedial work, or pay promptly in respect thereof, the performance security shall be forfeited.

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

7.1 Contractor shall not, without Company's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing pattern, sample or information furnished by or on behalf of Company in connection therewith, to any person other than a person employed by Contractor in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary for purposes of such performance with prior permission from Company. However, nothing hereinabove contained shall deprive the Contractor of the right to use or disclose any information:

(a) which is possessed by the Contractor, as evidenced by the Contractor's written records, before receipt thereof from the Company which however the Contractor shall immediately inform to Company ; or

(b) which is required to be disclosed by the Contractor pursuant to an order of a court of competent jurisdiction or other governmental agency having the power to order such disclosure, provided the Contractor uses its best efforts to provide timely notice to Company of such order to permit Company an opportunity to contest such order subject to prior permission from Company.

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

7.3 Any document supplied to the Contractor in relation to the contract other than the Contract itself remain the property of Company and shall be returned (in all copies) to Company on completion of Contractor's performance under the Contract if so required by Company.

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

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

i) is, at the time of disclosure, known to the public which Contractor shall immediately inform Company ;

ii) is lawfully becomes at a later date known to the public through no fault of Contractor subject to Contractor's undertaking that no information has been divulged by them to the public;

iii) is lawfully possessed by Contractor before receipt thereof from Company which should be immediately informed to Company;

iv) is developed by Contractor independently of the information disclosed by Company which should be shared with the Company;

v) Contractor is required to produce before competent authorities or by court order subject to prior permission from Company;

#### 8.0 **TAXES:**

8.1 Tax levied on Contractor as per the provisions of Indian Income Tax Act and any other enactment/rules on income derived/payments received under the contract will be on Contractor's account.

8.2 Contractor shall be responsible for payment of personal taxes, if any, for all the personnel deployed in India by Contractor.

8.3 The Contractor shall furnish to the Company, if and when called upon to do so, relevant statement of accounts or any other information pertaining to work done under the contract for submitting the same to the Tax authorities, on

specific request from them in accordance with provisions under the law. Other than the information provided by the Contractor, the Contractor shall not be responsible for any inaccurate information provided by the Company to the Tax authorities and the Company shall indemnify the Contractor for all claims, expenses, costs or losses of any nature arising from such inaccuracy. Contractor shall be responsible for preparing and filing the return of income etc. within the prescribed time limit to the appropriate authority.

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

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

8.6 Corporate and personnel taxes on Contractor shall be the liability of the Contractor and the Company shall not assume any responsibility on this account.

8.7 All local taxes, levies and duties, sales tax, octroi, etc. on purchases and sales made by Contractor (except customs duty) shall be borne by the Contractor.

8.8 **Service Tax:** The price excludes Services Tax and the service tax as applicable shall be to the Company account. The Service tax amount on the taxable part of the services provided by the Contractor shall be paid by the Company as per provisions of the Service Tax Act.

#### 9.0 **INSURANCE:**

9.1 The Contractor shall arrange insurance to cover all risks in respect of their personnel, materials and equipment (except when tools / equipment are below Rotary Table or in the well bore) belonging to the Contractor or its subcontractor (if applicable) during the currency of the contract including the third party items/consumables. For materials/equipment belong to the Contractor or its sub-contractor, Contractor may self-insure the same.

9.2 Contractor shall at all time during the currency of the contract provide, pay for and maintain the following insurance amongst others except when tools/ equipment are below Rotary Table or in the well bore :

- a) Workmen compensation insurance as required by the laws of the country of origin of the employee.
- b) Employer's Liability Insurance as required by law in the country of origin of employee.
- c) General Public Liability Insurance or Comprehensive General Liability insurance covering liabilities including contractual liability for bodily injury, including death of persons, and liabilities for damage of property. This insurance must cover all operations of Contractor required to fulfil the provisions under this contract.

d) Contractor's equipment used for execution of the work hereunder shall have an insurance cover with a suitable limit (as per international standards) except when tools /equipment are below Rotary Table or in the well bore or Contractor may self-insure its tools/ equipment.

e) Automobile Public Liability Insurance covering owned and hired automobiles used in the performance of the work hereunder, with bodily injury limits and property damage limits as governed by Indian Insurance regulations.

f) Public Liability Insurance as required under Public Liability Insurance Act 1991, "if applicable".

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

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

9.5 If any of the above policies expire or are cancelled during the term of this contract and Contractor fails for any reason to renew such policies, then the Company will renew/replace same and charge the cost thereof to Contractor. Should there be a lapse in any insurance required to be carried out by the Contractor for any reason whatsoever, loss/damage claims resulting there from shall be to the sole account of Contractor.

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

9.7 All insurance taken out by Contractor or their sub-contractor shall be endorsed to provide that the underwriters waive their rights of recourse on the Company and to the extent of the liabilities assumed by Contractor under this Contract.

9.8 Contractor shall obtain additional insurance or revise the limits of existing insurance as per Company's request in which case additional cost shall be to Contractor's account.

#### **10.0 CHANGES:**

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

10.2 If any change result in an increase in compensation due to Contractor or in a credit due to Company, Contractor shall submit to Company an estimate of the amount of such compensation or credit in a form prescribed by Company. Such estimates shall be based on the rates shown in the Schedule of Rates (Part-3, Section IV). Upon review of Contractor's estimate, Contractor shall establish and set forth in the Change Order the amount of the compensation or credit for the change or a basis for determining a reasonable compensation or credit for the

change. If Contractor disagrees with compensation or credit set forth in the Change Order, Contractor shall nevertheless perform the work as changed, and the parties will resolve the dispute in accordance with Clause 13 hereunder. Contractor's performance of the work as changed will not prejudice Contractor's request for additional compensation for work performed under the Change Order.

**11.0 FORCE MAJEURE :**

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

11.2 Upon occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing within seventy two (72) hours of the alleged beginning and ending thereof, giving full particulars and satisfactory evidence in support of its claim.

11.3 Should 'force majeure' condition as stated above occurs and should the same be notified within seventy two (72) hours after its occurrence the 'force majeure' rate shall apply for the first fifteen(15) days. Parties will have the right to terminate the Contract if such 'force majeure' conditions continue beyond fifteen (15) days with prior written notice. Should either party decide not to terminate the Contract even under such condition, no payment would apply after expiry of fifteen(15) days force majeure period unless otherwise agreed to.

**12.0 TERMINATION:**

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

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

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

12.4 **TERMINATION FOR UNSATISFACTORY PERFORMANCE:** If the Company considers that, the performance of the Contractor is unsatisfactory, or not upto



the expected standard, the Company shall notify the Contractor in writing and specify in details the cause of the dissatisfaction. The Company shall have the option to terminate the Contract by giving 15 days notice in writing to the Contractor, if Contractor fails to comply with the requisitions contained in the said written notice issued by the Company.

**12.5 TERMINATION DUE TO CHANGE OF OWNERSHIP & ASSIGNMENT:** In case the Contractor's rights and /or obligations under this Contract and/or the Contractor's rights, title and interest to the equipment/ material, are transferred or assigned without the Company's consent, the Company may at its absolute discretion, terminate this Contract.

**12.6 TERMINATION DUE TO NON-AVAILABILITY OF EQUIPMENT / PERSONNEL :** If at any time during the term of this Contract, breakdown of Contractor's equipment results in Contractors being unable to perform their obligations hereunder for a period of 15 successive days, Company at its option, may terminate this Contract in its entirety without any further right or obligation on the part of the Company, except for the payment of money then due. No notice shall be served by the Company under the condition stated above.

12.7 Notwithstanding any provisions herein to the contrary, the Contract may be terminated at any time by the company on giving 15 (fifteen) days written notice to the Contractor due to any other reason not covered under the above clause from 12.1 to 12.6 and in the event of such termination the Company shall not be liable to pay any cost or damage to the Contractor except for payment of services as per the Contract upto the date of termination including the Demob cost, if any.

**12.8 CONSEQUENCES OF TERMINATION:**

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

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

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

**13.0 SETTLEMENT OF DISPUTES AND ARBITRATION:**

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

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

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

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

<b>Claim amount (excluding claim for interest and counter claim, if any)</b>	<b>Number of Arbitrator</b>	<b>Appointing Authority</b>
Upto INR 5 Crore	Sole Arbitrator	OIL
Above INR 5 Crore	3 Arbitrators	One Arbitrator by each party and the 3rd Arbitrator, who shall be the presiding Arbitrator, by the two Arbitrators.

3. The parties agree that they shall appoint only those persons as arbitrators who accept the conditions of the arbitration clause. No person shall be appointed as Arbitrator or Presiding Arbitrator who does not accept the conditions of the arbitration clause.

4. Parties agree that there will be no objection if the Arbitrator appointed holds equity shares of OIL and/or is a retired officer of OIL/any PSU. However, neither party shall appoint its serving employees as arbitrator.

5. If any of the Arbitrators so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/arbitrators to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left if both parties consent for the same ; otherwise, he shall proceed de novo.

6. Parties agree that neither shall be entitled for any pre-reference or pendent-lite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.

7. The arbitral tribunal shall make and publish the award within time stipulated as under:

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

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

8. If after commencement of the arbitration proceedings, the parties agree to settle the dispute mutually or refer the dispute to conciliation, the arbitrators shall put the proceedings in abeyance until such period as requested by the parties.

9. Each party shall be responsible to make arrangements for the travel and stay etc. of the arbitrator pointed by it. Claimant shall also be responsible for making arrangements for travel/stay arrangements of the Presiding Arbitrator and the expenses incurred shall be shared equally by the parties.

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

10. The Arbitration shall be held at the place from where the contract has been awarded. However, parties to the contract can agree for a different place for the convenience of all concerned.

11. The Arbitrator(s) shall give reasoned and speaking award and it shall be final and binding on the parties.

12. Subject to aforesaid, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof shall apply to the arbitration proceedings under this clause.

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

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

The venue of all arbitrations under both 13.1 & 13.2 will be Duliajan, Assam. The award made in pursuance thereof shall be binding on the parties.

**14.0 NOTICES:**

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

a) **Company**

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

b) **Contractor**

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

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

**15.0 SUBCONTRACTING/ASSIGNMENT:**

15.1 Contractor shall not subcontract, transfer or assign the contract, in full or any part under this contract, to any third party (ies). Except for the main services under this contract, Contractor may sub-contract the petty support services subject to Company's prior approval. However, Contractor shall be fully responsible for complete execution and performance of the services under the Contract.

**16.0 MISCELLANEOUS PROVISIONS:**

16.1 Contractor shall give notices and pay all fees at their own cost required to be given or paid by any National or State Statute, Ordinance, or other Law or any regulation, or bye-law of any local or other duly constituted authority as may be in force from time to time in India, in relation to the performance of the services and by the rules & regulations of all public bodies and companies whose property or rights are affected or may be affected in any way by the services.

16.2 Contractor shall conform in all respects with the provisions of any Statute, Ordinance of Law as aforesaid and the regulations or bye-law of any local or other duly constituted authority which may be applicable to the services and with such rules and regulation public bodies and Companies as aforesaid and shall keep Company indemnified against all penalties and liability of every kind for breach of any such Statute, Ordinance or Law, regulation or bye-law.

16.3 During the tenure of the Contract, Contractor shall keep the site where the services are being performed reasonably free from all unnecessary obstruction and shall store or dispose of any equipment and surplus materials and clear away and remove from the site any wreckage, rubbish or temporary works no longer required. On the completion of the services, Contractor shall clear away and remove from the site any surplus materials, rubbish or temporary works of every kind and leave the whole of the site clean and in workmanlike condition to the satisfaction of the Company.

16.4 Key personnel cannot be changed during the tenure of the Contract except due to sickness/death/resignation of the personnel in which case the replaced person should have equal experience and qualification, which will be again subject to approval, by the Company.

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

17.1 Time is the essence of this Contract. In the event of the Contractor's default in timely mobilization for commencement of operations within the stipulated period, the Contractor shall be liable to pay liquidated damages @ 1/2% of

contract value including mobilization cost, per week or part thereof of delay subject to maximum of 7.5%. Liquidated Damages will be reckoned from the expiry date of the scheduled mobilisation period as defined in para 2.2 above.

17.2 If the Contractor fails to mobilise within 45 days after the stipulated date, then the Company reserves the right to cancel the Contract without any compensation whatsoever.

17.3 The parties agree that the sum specified above is not a penalty but a genuine pre-estimate of the loss/damage which will be suffered by OIL on account of delay/breach on the part of the Contractor and the said amount will be payable without proof of actual loss or damage caused by such delay/breach and without any demur and shall not be open for any dispute whatsoever.

**18.0 PERFORMANCE SECURITY:**

The Contractor has furnished to Company a Bank Guarantee No. \_\_\_\_\_ dated \_\_\_\_\_ issued by \_\_\_\_\_ for \_\_\_\_\_ (being 10% of 01 year estimated Contract Price) with validity of three (03) months beyond the contract period. The performance security shall be payable to Company as compensation for any loss resulting from Contractor's failure to fulfill their obligations under the Contract. In the event of extension of the Contract period, the validity of the bank guarantee shall be suitably extended by the Contractor. The bank guarantee will be discharged by Company not later than 30 days following its expiry.

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

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

**21.0 LIABILITY:**

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

21.2 Neither Company nor its servants, agents, nominees, assignees, Contractors, sub-contractors or its Affiliates or Coventurers shall have any liability or responsibility whatsoever for injury to, illness, or death of any

employee of the Contractor and/or of its Contractors or sub-contractor irrespective of how such injury, illness or death is caused and even if caused by the negligence of Company and/or its servants, agents nominees, assignees, Contractors and sub-contractors. Contractor shall protect, defend, indemnify and hold harmless Company from and against such liabilities and any suit, claim or expense resulting there from.

21.3 The Contractor hereby agrees to waive its right of recourse and further agrees to cause its underwriters to waive their right of subrogation against Company and/or its underwriters, servants, agents, nominees, assignees, Contractors and sub-contractors for loss or damage to the equipment of the Contractor and/or its sub-contractors and/or their employees when such loss or damage or liabilities arises out of or in connection with the performance of the contract limited to the Contractor's liabilities agreed to under this Contract.

21.4 The Contractor hereby further agrees to waive its right of recourse and agrees to cause its underwriters to waive their right of subrogation against Company and/or its underwriters, servants, agents, nominees, assignees, Contractors and sub-contractors for injury to, illness or death of any employee of the Contractor and of its contractors, sub-contractors and/or their employees when such injury, illness or death arises out of or in connection with the performance of the contract limited to the Contractor's liabilities agreed to under this Contract.

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

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

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

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

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

(a) Neither the Contractor nor the Company (OIL) shall be liable to the other, whether in Contract, tort, or otherwise, for any consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs.

(b) Notwithstanding any other provisions incorporated elsewhere in the contract, the aggregate liability of the Contractor in respect of this contract, whether under Contract, in tort or otherwise, shall not exceed 50% of the Annualized Contract Price, provided however that this limitation shall not apply to the cost of repairing or replacing defective equipment by the Contractor, or to any obligation of the Contractor to indemnify the Company with respect to Intellectual Property Rights.

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

**23.0 INDEMNITY AGREEMENT:**

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

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

**24.0 INDEMNITY APPLICATION:** The indemnities given herein above, whether given by Company or Contractor shall be without regard to fault or to the negligence of either party even though said loss, damage, liability, claim, demand,

expense, cost or cause of action may be caused, occasioned by or contributed to by the negligence, either sole or concurrent of either party.

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

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

24.3 The Contractor shall not engage labour below 18 (eighteen) years of age under any circumstances. Persons above 60 (sixty) years age also shall not be deployed except Manager / Superintendent.

24.4 Moreover, the Contractor should obtain and produce in advance to commencement of Work the following certificate / approvals:

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

25.0 **ENTIRE CONTRACT:** This Contract contains the entire agreement between the Parties and supersedes any previous understandings, commitments, agreements or representations whatsoever, oral or written, pertaining to the subject matter hereof, provided that nothing in this Clause (Entire Contract) shall have effect to exclude or restrict the liability of either Party for fraud or fraudulent misrepresentation.

26.0 **RECORDS, REPORTS AND INSPECTION:** The Contractor shall, at all times, permit the Company and its authorised employees and representatives to inspect all the Work performed and to witness and check all the measurements and tests made in connection with the said work. The Contractor shall keep an authentic, accurate history and logs including safety records of each IP survey section with major items consumed, which shall be open at all reasonable times for inspection by the Company designated representatives and its authorised employees and representatives. The Contractor shall provide the Company designated representatives with a daily written report, on form prescribed by the Company showing details of operations during the preceding 24 hours and any other information related to the said IP survey requested by the Company whenever so requested. The Contractor shall not, without Company's written consent allow



any third person(s) access to the said survey, or give out to any third person information in connection therewith.

## **27.0 INSPECTION OF MATERIALS**

**27.1 INSPECTION BY CONTRACTOR:** The Contractor agrees to perform a visual inspection, using its personnel, of all materials and appliances furnished by the Company when delivered into Contractor's possession and shall notify Company's representative of any apparent defects observed therein so that Company may replace such defective materials or appliances. If Contractor fails to notify the Company of any apparent defects as provided above, it shall be conclusively presumed that such materials and appliances are free from such apparent defect. Contractor shall not be liable for any loss or damage resulting from the use of materials or appliances furnished by the Company containing latent defects. Upon the termination of this Agreement, Contractor shall return to the Company at the Well- site all machinery, equipment, tools, spare parts and supplies received by Contractor from the Company or purchased by the Contractor for the Company's account and not used or consumed in the operations, in as good condition as when received by Contractor, normal wear & tear excepted. If damage to any of the Company's equipment is caused due to sole negligence of the Contractor, same will be repaired or replaced at Contractor's cost. Contractor shall, if requested by the Company also maintain or repair, at its cost, any of the Company's items, at the Drilling Unit which Contractor is qualified to and can maintain or repair with Contractor's normal complement of personnel and the equipment at the Drilling Unit provided however that the Company shall at its cost provide all spare parts and materials required to maintain or repair the Company's items. However, it shall remain the Company's basic responsibility and liability to ensure that such items are always in good workable condition.

**27.2 INSPECTION BY OPERATOR:** The Company shall have the right to inspect and reject for any valid cause any items furnished by Contractor and Contractor shall replace or repair at its sole expense such items so rejected with items free of defects, to the satisfaction of the Company.

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

## **29.0 CUSTOMS DUTY :**

29.1 Company shall use the Services under the Contract in the PEL/ML areas renewed / issued to Company after 1.4.1999 and therefore, in terms of Notification No. 12/2012-Customs dated 17.03.2012 issued by Govt. of India, Ministry of Finance(Department of Revenue) and amended Notification No. 12/2016-Customs dated 01.03.2016, goods specified in List-34(Condition No. 40A) under Srl. No. 357A imported in connection with petroleum operations under this Contract would attract zero customs duty. Company will issue Recommendatory Letter to Directorate General of Hydrocarbons (DGH), Ministry of Petroleum & Natural Gas, as per Government guidelines for issuance of Essentiality Certificate (EC) from Directorate General of Hydrocarbons, to enable

the Contractor to import goods at concessional (Nil) customs duty so as to provide the services under this Contract provided these goods are specified in List-34(Condition No. 40A) under Srl. No. 357A of the aforesaid Notification.

29.2 Bidder should provide the list of items to be imported by them under the Contract in the format specified in Proforma-A along with their bid for issuance of Recommendatory Letter to DGH. Contractor shall make written request to Company immediately after shipment of the goods indicated by them in Proforma-A, along with the Invoices and all shipping documents (with clear 15 working days notice) requesting Company for issuance of the Recommendatory Letter. OIL shall issue the Recommendatory Letter provided all the documents submitted by the Contractor are found in order as per contract. It shall be however, Contractor's responsibility to obtain EC from DGH and clear the goods through customs. OIL shall not be liable in whatsoever manner for the rejection of their claims for zero customs duty by any of the authorities including DGH arising solely as a result of any default on the part of the Contractor.

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

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

29.4.1 Contractor shall, however, arrange clearance of such items from Customs and port authorities in India and shall pay all requisite demurrages, if any, clearance fees/charges, port fees, clearing and forwarding agent fees/charges, inland transport charges etc. Company shall provide all assistance by issuance of necessary letter of authority or other relevant documents and necessary help.

29.5 Contractor must ensure that the spares and consumables imported by them for providing the services under Contract are properly used in executing their job under the Contract in the PML/NELP areas of Company for which EC has been obtained. Contractor shall furnish to Company a certificate as and

when the spares and consumables are used/consumed certifying that the spares and the consumables imported by them have been consumed in those PML and NELP areas under the contract for which ECs were obtained by them. In order to avoid any misuse of the spares and consumables imported by the Contractor for providing the services under the Contract, Contractor shall furnish an Undertaking similar to that being furnished by Company to Customs of suitable amount before issue of the Recommendatory Letter.

**30.0 DEMOBILISATION & RE-EXPORT** : The Contractor shall arrange for and execute demobilization of the Tools/Equipment/ Spare/ Accessories/Manpower etc. upon receipt of notice for demobilization from Company. Demobilization shall mean completion / termination of the contract and shall include equipment/tools/accessories, including the manpower and re-export of the equipment/tools/accessories (if re-exportable), unutilized spares and consumables at the cost of the contractor. Demobilization shall be completed by Contractor within 60 days of issue of demobilization notice by Company. Immediately after re-exporting the equipment/ tools/ accessories and the unused spares and consumables, Contractor shall submit the detail re-export documents to Company as documentary proof of re-exporting the equipment/ tools/ accessories and the unused spares and consumables. In case of failure to re-export any of the items as above within the allotted time period of 60 days except under circumstances relating to Force Majeure, Company reserves the right to withhold the estimated amount equivalent to the Customs Duty and/or penalty leviable by customs on such default in re-export from Contractor's final settlement of bills and Performance Security.

30.1 In the event all / part of the equipment etc. are transferred by Contractor within the country to an area where nil Customs Duty is not applicable and/or sold to a third party after obtaining permission from Company and other appropriate government clearances in India, then Contractor shall be fully liable for payment of the Customs Duty.

30.2 Contractor must furnish an undertaking that "the equipment imported and also spares & accessories which remained unutilized after the expiry of the contract would be re-exported at their own cost after completion of contractual obligation after observing all the formalities/rules as per Customs Act or any other relevant Act of Govt. of India applicable on the subject". In case of non-observance of formalities of any provisions of the Customs Act or any other Act of Govt. of India, the Contractor shall be held responsible for all the liabilities including the payment of Customs Duty and penalties to the Govt. on each issue. Non-compliance of these provisions will be treated as breach of contract and their Performance Bank Guarantee will be forfeited.

30.3 In the event all / part of the equipment etc. are transferred by Contractor after expiry/termination of the contract within the country to another operator for providing services, and/or sold to a third party, Contractor shall obtain all necessary Govt. of India clearances including the Customs formalities for transferring to another operator and/or sale of the Rig package, its accessories, equipment and the unused spares and consumables to a third party. Company will not be responsible for any non-compliance of these formalities by Contractor. Payment of Customs Duty and penalties(if any) imposed by Govt. of India or Customs authorities for transferring the items in part or in full to an area where

Nil Customs Duty is not applicable or sale of the items shall be borne by the Contractor and Contractor indemnifies Company from all such liabilities.

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

31.1 Company shall pay to the Contractor during the term of the Contract the amount due from time to time calculated according to the rates of payment set and in accordance with other provisions hereof. No. other payments shall be due from company unless specifically provided for in the Contract. Payment to the third party supplier(s) of the items/consumables shall be made after receipt of goods at site in Rajasthan duly certified by authorized personnel of the Company. All payments will be made in accordance with the terms hereinafter described.

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

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

31.4 **INVOICES:** Mobilization charges will be invoiced only upon completion of mobilization when the entire equipment, chemicals and personnel are ready at site for starting the job as certified by company representative. Payment of mobilization charges shall be made within 45 days following the date of receipt of undisputed invoices by Company.

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

31.6 Contractor shall submit three (03) sets of all invoices duly super scribed 'Original' and 'Copy' as applicable to the Company for processing payment. Separate invoices for the charges payable under the contract shall be submitted by the Contractor for foreign currency and Indian currency.

31.7 Payment of monthly invoices, if undisputed, shall be made within 30 days following the date of receipt of invoice by Company.

31.8 Company shall within 30 days of receipt of the invoice notify the Contractor of any item under dispute, specifying the reasons thereof, in which event, payment of the disputed amount may be withheld until settlement of the dispute, but payment shall be made of any undisputed portion on or before the due date. This will not prejudice the company's right to question the validity of the payment at a later date as envisaged in Clause 31.3 above.

31.9 The acceptance by Contractor of part payment on any billing not paid on or before the due date shall not be deemed a waiver of Contractor's rights in any other billing, the payment of which may then or thereafter be due.

31.10 Payment of final demobilization charges shall be made if applicable within 45 days on receipt of invoice by Company accompanied by the following documents from the Contractor :

- a) Audited account up to completion of the contract.
- b) Tax audit report for the above period as required under the Indian Tax Laws.
- c) Documentary evidence regarding the submission of returns and payment to taxes for the expatriate personnel engaged by the Contractor or by its Sub-contractor.
- d) Proof of re-export of all items including the unutilized spares and consumables (excepting consumables consumed during the contract period) and also cancellation of re-export bond if any.
- e) Any other documents as required by applicable Indian Laws.

In case, no demobilization charges are payable, the documents mentioned above will have to be submitted by the Contractor before release of the final payment by the Company. A certificate from Chartered Accountant on (a), (b) & (c) above will suffice

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

## **32.0 APPLICABLE LAW:**

32.1 The Contract shall be deemed to be a Contract made under, governed by and construed in accordance with the laws of India for the time being in force and shall be subject to the exclusive jurisdiction of Courts situated in Jodhpur, Rajasthan.

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

- a) The Mines Act 1952- as applicable to safety and employment conditions
- b) The Minimum Wages Act, 1948
- c) The Oil Mines Regulations, 1984
- d) The Workmen's Compensation Act, 1923
- e) The Payment of Wages Act, 1963
- f) The Payment of Bonus Act, 1965
- g) The Contract Labour (Regulation & Abolition) Act, 1970 and the rules framed there under
- h) The Employees Pension Scheme, 1995
- i) The Interstate Migrant Workmen Act., 1979 (Regulation of employment and conditions of service)
- j) The Employees Provident Fund and Miscellaneous Provisions Act, 1952
- k) The Rajasthan Tax Act
- l) Service Tax Act
- m) Customs & Excise Act & Rules
- n) Rajasthan Entry Tax Act
- o) Income Tax Act. & Sales Tax Act.
- p) Insurance Act.
- q) HSE Guidelines

32.3 If any expatriate personnel are engaged by the Contractor to perform the services required under the contract, securing permission from the Ministry of External Affairs (MEA), Ministry of Home Affairs (MOHA), Ministry of Defence (MOD) Govt. Of India and Local Authorities on time shall rest on the Contractor. OIL will only assist the Contractor by providing introductory letter / recommendatory letter required, if any, for securing the above permissions.

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

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

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

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

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

- i) Order issued by a Court of Law in India.

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

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

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

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

**37.0 INGRESS AND EGRESS AT LOCATION:**

37.1 The Company shall provide the Contractor, if required, requisite certificates for obtaining rights of ingress to, egress from locations where jobs are to be performed, including any certificates required for permits or licenses for the movement of the Contractor's personnel/equipment. Should such permits/licenses be delayed because of objections of concerned authorities in respect of specific Contractor's person(s), such person (s) should be promptly removed from the list by the Contractor and replaced with acceptable person (s).

**38.0 GENERAL HSE GUIDELINES:**

38.1 General guidelines with respect to Health, Safety and Environmental aspects Appendix – A refers.

**39.0 POLLUTION:**

39.1 The contractor shall be liable for all surface pollution to the extent caused by Contractor and resulting from spillage or dumping of solvents/additive substances or pollutants which the Contractor brings to the site for use in connection with work to be performed under this Contract.

39.2 The 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 expenses or 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 gross negligence.

40.0 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 Attorney fees) for

- a) Damage to or loss of any reservoir or producing formation, and/or
- b) Damage or loss of any well, and/or
- c) Any other subsurface damage or loss, and/or
- 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.

41.0 **FISHING:** In case it is necessary for Company to “fish” for any of Contractor’s instruments or equipment, Company assumes the entire responsibility for such operations. However, Contractor shall provide necessary fishing equipment as per Section II “Scope of Work”. Contractor will, if so desired by Company and without any responsibility or liability on Contractor’s part render assistance, if required, for the recovery of such equipment and/or instruments. None of Contractor’s employees are authorised to do anything other than assist/advise and consult with Company in connection with such fishing operations, and any fishing equipment furnished by Contractor is solely as an accommodation to the Company and Contractor shall not be liable or responsible for a damage that Company may incur or sustain through its use or by reason of any advice or assistance rendered to Company by Contractor’s agents or employees irrespective of cause.

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**END OF SECTION – I, Part - 3**



## **Part – 3**

### **SECTION – II**

#### **SCOPE OF WORK/TERMS OF REFERENCE/TECHNICAL SPECIFICATION**

##### **1.0 INTRODUCTION**

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

##### **2.0 PREAMBLE**

2.1 Rajasthan Project of Oil India Limited (OIL), a Govt. of India Enterprise, is engaged in the exploration and production of natural gas from its Jaisalmer Basin and heavy oil from Bikaner-Nagaur basins of Western Rajasthan, India.

2.2 Presently, OIL plans to extend its drilling activities in the Jaisalmer and Bikaner-Nagaur Basins in Jaisalmer & Bikaner Districts of Western Rajasthan in pursuit of hydrocarbon (gas & heavy oil) by drilling a few wells (1300 m – 2800 m) in its PML areas.

2.3 The down-hole drilling conditions and geology in the proposed drilling locations are expected to be normal and similar to those of gas fields of Jaisalmer Basin where 54 wells in the depth range of (1050-4200) m and heavy oil field of Baghewala in Bikaner-Nagaur Basin, where 24 wells (630-1400m) have so far been drilled.

##### **3.0 AREA OF OPERATION**

###### **3.1 Topography**

The proposed area of operation will be based at Jaisalmer, the District Head Quarters and is the major town falling within Jaisalmer Basin and Bikaner/Bikampur for Bikaner-Nagaur Basin. The area of operation is a desert (Thar Desert) covered with sand dunes varying in size from a few meters to dunes running in kilometers. The general elevation of the area varies between 80 to 120 m above mean sea level.

- a. Minimum width of the well site approach road: 3.66 m
- b. Turning radius: 15 m (generally), 12 m (exceptional)
- c. Maximum allowable unit load inclusive of tare weight of Class AA loading : 50 ton
- d. Maximum overhead clearance: 4.25 m
- e. Highest recorded wind velocity in Rajasthan: 128 km/hr (80m/hr)
- f. Maximum recorded ambient temperature: 54° C
- g. Minimum recorded ambient temperature: (-) 5° C
- h. Weather pattern: Dry weather, very rare rain and extreme climate
- i. Nature of Top soil: Usually wind-blown sand
- j. Source of water: To be provided by Drilling / Work-Over Rig Contractor.
- k. Average annual rainfall: 1" (25 mm)

- l. Frequency of sand storm: Frequent from March to September and occasional during remaining period of the year.
- m. Humidity: 40%
- n. Allowable axle load rating of weakest section of road: 12 ton

### **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 of Western Rajasthan. The geological formations expected to be encountered in the proposed wells of Jaisalmer Basin in Dandewala Area are unconsolidated to semi-consolidated sandstone with clay bands (Recent to Pleistocene) to a depth of about 500 m, consolidated sandstone/limestone with clay bands and shale to a depth of about 1000 m (Eocene to Palaeocene), about 400 m of marl (Upper Cretaceous) below, about 1500 m of sandstone and thin shale bands of Goru, Pariwar and Baisakhi/Bedesir (Cretaceous) and about 1200 m of Jaisalmer limestone (Middle Jurassic).

The geological formations expected to be encountered in the proposed wells of Bikaner- Nagaur Basin in Baghewala Area are unconsolidated to semi-consolidated sandstone with clay bands (Recent to Pleistocene) to a depth of about 50 m, consolidated sandstone/limestone with clay bands and shale to a depth of about 300 m (Eocene to Palaeocene), about 300 m of Permo-Triassic formation consisting of sandstone, clay and limestone, 500 m 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 **Loss circulation zones:** No loss circulation zones have been encountered in the drilled areas of Jaisalmer Basin in Dandewala Area so far. However, moderate to severe loss circulation zones have so far been encountered in Hanseran Evaporite Group of Cambrian age in Bikaner - Nagaur Basin in Baghewala Area in the depth range of 500 m – 900 m in some wells.

3.6 **No. of Wells & Target Depths (TD):** A total of about six (06) nos. developmental wells in Dandewala & Baghewala PML areas have been planned to be drilled during the contractual period of initial one (1) year for which the Contractor will be required to provide the Cementing & BHP services as per the Terms & Conditions of the contract. Out of these six (6) wells, one vertical well of

target depth (TD) of 1300 m and two horizontal wells of measured well depth (MWD) of about 1900 m shall be drilled with thermal completion for exploitation of heavy oil in Bikaner – Nagaur Basin in Baghewala Area. The other three (3) wells will be vertical and non-thermal. The target depths (TD) of the wells may vary from 1300 m – 2800 m. However, the number of wells may also vary and Company's decision in this regard will be final and binding.

Cementing services may also be required for a few vertical work-over wells (gas) in PML areas of Jaisalmer and Bikaner-Nagaur Basin depending on status/condition of the wells and corresponding work-over program which may include cement squeeze and cement plug jobs. Depth of these work-over wells varies from 1000 m - 2200 m and well completion is 7"/5.5" casing. Approximate quantum of jobs in work-over well are included in Price Bid Format (**Proforma-B**).

### **CUSTOM DUTY:**

1. The services under this contract shall primarily be used in PML areas issued/ renewed to Company after 01.04.1996 by Govt. of India and therefore, Customs Duty is not payable on imports of any item for use under this contract. Bidders should take note of the same while quoting.

Under the terms and conditions of the contract, the Company reserves the right to use the Cementing & BHP services under this contract for short duration in NELP blocks issued / renewed to Company by Govt. of India after 01.04.1999 which is also Customs Duty free area.

2. Any spares and consumables including cement additives, if specifically imported against this contract for the purpose of use entirely in wells falling under PML areas (duty free area), it shall be the responsibility of the Contractor to obtain clearance from customs authority for these spares and consumables. Company's responsibility shall be only to issue recommendatory/introductory letter for issuance of Essentiality Certificate from the concerned authority. While quoting, Bidder should take note of the same.

3.7 **Casing Policy:** The tentative casing/cementing policies for the proposed exploratory and development drilling program are shown in Table-1, 2 & 3 as under -

### **CASING POLICY/ CEMENTING POLICY:-**

**TABLE - 1**

#### **For Vertical Non -Thermal Wells:**

Hole sizes	17.5"	12.25"	8.5"
Casing sizes	13.37"	9.625"	5.5"
Casing setting depth	100 - 200 m	900 m	2200 m
Expected cement rise	Surface	Surface	100 m inside 9.625" casing
Slurry type	Neat slurry	Treated with additives	Treated with additives

**TABLE – 2****For Vertical Thermal Completion well:**

Hole sizes	17.5"	12.25"	8.5"
Casing sizes	13.37"	9.625"	7.0"
Casing setting depth	200 m	900 m	1300 m
Expected cement rise	Surface	Surface	100 m inside 9.625" casing or up to surface.
Slurry type	Neat slurry	Treated with additives	Treated with <b>thermal</b> additives

**TABLE -3****For Horizontal Thermal Completion Wells**

Hole sizes	26"	17.50"	12.25"	8.5"
Casing sizes	20"	13.37"	9.625"	7.0"
Expected cement rise	Surface	Surface	150 m inside 13.37" casing.	Drain-hole – no cementation.
Casing setting depth	220 m	720 m from surface	1450 m (@ 750 m liner hanged)	1850 m (@450 m liner hanged)
Slurry type	Neat slurry	Treated with thermal additives	Treated with thermal additives	-

**Note:** The above are tentative policies. The setting depth of casing/liner might be changed depending on down-hole conditions, actual requirement and horizontal well profile.

**4.0 DESCRIPTION OF WORK**

The scope of work involved, equipment/tools, man-power and consumables required as well as expected quantum of jobs to be performed during a period of initial twelve (12) months operation are furnished in **ANNEXURE-I, ANNEXURE – II, ANNEXURE – III & ANNEXURE - IV** respectively in this section. However, the quantum of jobs may vary depending upon various drilling activities to be taken up by the Company during the course of the contract and need to be attended by the Contractor. The Contractor, following mobilization of crew, equipment/tools and consumables, will be required to provide the intended services as desired by the Company as per contractual Terms & Conditions. It has been planned to start drilling operations in April, 2017 and the activities will be so coordinated that only one number of Cementing Unit, one complete set of Bulk-Handling Plant, one number of Pneumatic Silo, one number of Batch Mixer and one set of Crew (On-Off basis) should cater to the requirements in both drilling and work-over wells.

**DETAILS OF SERVICES TO BE PERFORMED BY THE CONTRACTOR:**

- 1) To provide services on cement blending, cement formulation, slurry design etc. for exploratory as well as developmental drilling of oil/gas wells.
- 2) To supply cement additives as per **PROFORMA -B** (Table -1 & Table -2) in **Price Schedule Format** depending on well requirement in lots under this contract either directly or through tie-up with any one of the following five international reputed cement additives supply companies only - 1. M/s. Halliburton, 2. M/s. BJ Services, 3. M/s. Dowel Schlumberger, 4. M/s. Baker Hughes and 5. M/s. Weafri Well Services Company Limited. No other makes or cement additives will be acceptable.

Necessary supporting documents for tie-up/MOU against this specific tender should be submitted along with the Technical Bid. However, if the Bidder is one of the above-mentioned companies, then such tie-up/MOU is not required.

- 3) To perform primary cementing jobs in oil/gas wells.
- 4) To perform secondary cementation jobs viz. cement squeeze and cement plug jobs in drilling as well as work-over wells through drill pipe/ tubing using cement diverter sub.
- 5) To design and perform well abandonment plug jobs in drilling as well as work-over wells.
- 6) To provide services with respect to testing of well-head, casing, formation integrity test/leak-off test etc as per drilling program and maintain all such test records.
- 7) To provide necessary services in case of well killing by laying delivery lines to well-head and pumping in heavy weight mud at high pressure at controlled rate as per instruction from Company Representative.
- 8) To operate Cementing unit, Bulk-handling Plant, Transport silo and Batch mixer during the interim period from one job to another so as to make the entire unit fit for the job.
- 9) To operate and maintain Laboratory in good working condition so as to ensure timely preparation of cementing formulation.
- 10) To service and maintain all equipment and tools being used for execution of work under this contract in perfect working condition in order to avoid any downtime. The Contractor is to maintain all maintenance & servicing records.

- 11) To carry out relevant API and other tests on cement and additives in the Laboratory set-up for this purpose as per the cementing program and cement slurry properties given in **ANNEXURE - IV** and should include -
  - i) Cement slurry density.
  - ii) Cement slurry consistency.
  - iii) API fluid loss at 1000 psi BHT (Static & Dynamic)
  - iv) Setting & thickening time test as per API schedule.
  - v) Free water as per API schedule.
  - vi) Compressive strength test (24 hours and 72 hours as per API schedule).
  - vii) Gas migration test.

The Contractor shall provide the laboratory test reports of all the slurry designs before pumping in to the well. The Company shall have the right to witness any lab test under this contract prior to approval of cement slurry formulation.

- 12) To perform isolation repair by squeeze job (optional), if required by using retrievable packer/cement retainer as per contractual terms.
- 13) To carry out pre-stressing of isolation & production casings for thermal completion wells (optional) where expert shall be hired on call-out basis.
- 14) To carry out any other jobs generally connected with such services for bringing in a well to health should be provided by the Contractor when called upon to do so including supply of extra items/equipment/cement additives (on reimbursement basis on mutually agreed terms & conditions).
- 15) To supply cementing packer/retainer and stage collar as per SOW.
- 16) To perform cement plug job in drilling wells for side-tracking of the hole due to down-hole problem.
- 17) To submit detailed Job report of each cementing job performed and recap of all the cementing operations performed in the well after the completion of the well with remedial measures to be undertaken for further improvement of quality of job.
- 18) To keep daily attendance of the personnel posted at well-site and submit to the Company the monthly attendance sheet along with the monthly invoice.
- 19) To maintain the Log of operations to include cementing operation on progress, time break-up, density measurement, mixing rate, volume of fluid pumped, pumping pressure during cement pumping and displacement, displacement rate, quantity of cement additives and mechanical aids used. All specific events occurring throughout the cementation job should be recorded along with other relevant points for post job analysis.
- 20) To provide necessary services in case of severe loss circulation, acidizing and well testing, if required. Pumping in of water through annulus during blind drilling or hole-filling in case of complete mud loss.

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**DETAILS OF EQUIPMENT AND PERSONNEL TO BE DEPLOYED BY THE CONTRACTOR:**

**1) CEMENTING UNIT :**

**SPECIFICATIONS:**

The Cementing unit should be a twin-pump high pressure pumping unit suitable for all types of pressure pumping services including but not limited to cementing, stimulation, gravel packing and general pumping services. The unit should be mobile, self-driven or trailer-mounted with stand-by horse unit, having self-contained centrifugal supercharger pumps, circulating mixing pump & system, hoppers with hopper manifold and feed water pump.

The Cementing Unit should be complete with but not limited to the following:

- a) Twin-pumping Unit: Must be capable of achieving a maximum pumping pressure of 10,000 psi and maximum pumping rate of 10 barrels (US) per minute. The pumps should have safety valves which can be set at any pressure as desired.
- b) Prime Mover: The pumping unit should be powered by two diesel engines, each delivering 320 BHP (minimum). The engines should have self-contained system for air or electric start.
- c) Pumps: Two numbers single acting triplex pumps, having a minimum output of 300 HP each. Pumps should have interchangeable fluid end sizes to vary the maximum rate and pressure output. Piping system on pump unit should allow for -
  - i) Filling of either side of the displacement tank independently during pumping operations.
  - ii) Direct gravity feed to one or both the pumps from the displacement tank.
  - iii) Pressurized feed via centrifugal pressuring pump to one or both the pumps.
  - iv) Suction feed (pressurized) from the cement mixing system to one or both the pumps.

Fluid delivery from the pump should be from the pressurized suction piping through the pump discharge valves and in to a high pressure discharge manifold. One or both the pumps should deliver fluid through the high pressure manifold simultaneously. The high pressure manifold should be rated at 10,000 psi working pressure. The high pressure manifold should have valve arrangement to permit one or both the pumps to circulate back to the displacement tank.

- d) Recirculation Cement Mixing System : Recirculation equipment consisting of re-circulating mixer used in conjunction with a two compartment, 8-10 bbl (US) capacity Mixing Tub equipped with a turbine agitator in each compartment. Recirculation equipment which uses enhanced high-shearing jet mixing system is also acceptable.

- e) Displacement Tanks: Twin calibrated displacement tanks graduated in 0.5 bbl increments and holding a maximum of 10 bbl each for a measured total of 20 bbl minimum.
- f) Central Control Console: All controls should be centrally located on the operating platform of the unit at a control panel. The controls must include:
  - i) All engine function and diagnostic gauges for engine parameters (oil pressure, temperature, transmission temperature and pressure).
  - ii) Air actuated controls for all low pressure valve systems.
  - iii) Cement mixing controls tied in to the mixing system.
  - iv) Pump rate gauge for each pump with a totalizer.
  - v) Pressure gauges for each pump.
  - vi) Centrifugal hydraulic pressure gauges.
  - vii) All safety control system.
  - viii) Record-o-graph system (including recorder chart)
- g) Safety System: The cementing unit must incorporate adequate safety systems to avoid damage to the equipment or personal injury in the case of over pressurization.
- h) Density to be recorded by Radioactive Densitometer utilizing a low capacity cesium 137 or equivalent source.
- i) Full sensor package of advanced technology (without presence of radioactive source/sensor) for monitoring and recording of pumping parameters including rate, pressure and density. All parameters should be centrally recorded on the PACR which should allow parameters to be viewed on a digital display and also record them on magnetic tape.
- j) 2", 10,000 psi high pressure line with necessary adaptors/connectors to connect Cementing Unit to circulating/cementing head at derrick floor/cellar.

## **2) BATCH MIXERS:**

One number of 100 - 120 bbl (US) capacity skid-mounted twin tank Cement Batch Mixer with recirculation/jet mixing system. The Batch Mixers should be complete with all standard equipment, gadgets, pipe fittings etc. for preparation of cement slurries as desired by Company or Consultant engaged by the Company.

The unit should be powered with a preferably Caterpillar engine (electronically controlled diesel engine) of 300 BHP (minimum) rating which distributes power to all the pumps running the mixing, recirculation, delivery/booster system, tank agitators and control functions through PTO.

The Batch Mixer should contain two hydraulically driven recirculation/mixing centrifugal pumps, one hydraulically driven booster centrifugal pumps, one hydraulically driven centrifugal pump for each agitator of the two mixing/blending tanks for mechanical mixing, recirculation and delivery in addition to all the necessary piping for jet mixing as well as independently re-



circulating the mixture. It includes piping for cement feeding the tanks directly into the jet mixing system for better mixing from a convenient location at the bottom of the unit in addition to an auxiliary hopper.

There should be an operator platform at an elevated position between the two mixing tanks. The control panel should provide control for the engine, agitator speed and centrifugal pump speed. Additionally, the piping layout should be engraved on the stainless steel plate of the control panel with pneumatic control for butterfly valve actuators.

The Batch Mixers will be required for preparation of pre-mixed homogenous tail cement slurry of required density in case of cementation using lead & tail slurries and cement plug jobs.

### **3) OTHER CEMENTING EQUIPMENT:**

#### **(a) Chiksan Loops:**

2" Chiksan loops of 12 feet length each and 10,000 psi rating with adapter and min. 602 FIG hammer union connections – ten (10) nos. or adequate quantities. The chiksan loop with higher-pressure rating will also be acceptable but Contractor will have to provide necessary cross-over to connect to 10,000 psi 602 FIG hammer union.

#### **(b) Circulating Heads:**

- i) 20" bottom buttress pin thread connection : 01 no.  
Top 2" nipple with valve & min. 602 FIG hammer union.
- ii) 13.3/8" bottom buttress pin thread connection : 01 no.  
Top 2" nipple with valve & min. 602 FIG hammer union
- iii) 9.5/8" bottom buttress pin thread connection : 01 no.  
Top 2" nipple with valve & min. 602 FIG hammer union
- iv) 7" bottom buttress pin thread connection : 01 no.  
Top 2" nipple with valve & min. 602 FIG hammer union
- v) 5.1/2" bottom buttress pin thread connection : 01 no.  
Top 2" nipple with valve & 602 FIG hammer union.

Adequate spares for the above tools/equipment should be kept at well-site.

#### **(c) Cementing head with quick change adaptor:**

- i) 20" standard double plug cementing head (2000/3000 psi) with quick change adaptor having bottom buttress pin thread connection along with double manifold for 20" casing - **01 no.**
- ii) 13.3/8" standard double plug cementing head (5000 psi) with quick change adaptor having bottom buttress pin thread connection along with double manifold for 13.3/8" casing - **01 no.**

- iii) 9.5/8" standard double plug cementing head (5000 psi) with quick change adapter having bottom buttress pin thread connection along with double manifold for 9.5/8" casing – **01 no.**
- iv) 7" standard double plug cementing head (5000 psi) with quick change adapter having bottom buttress pin thread connection along with double manifold for 7" casing – **01 no.**
- v) 5.1/2" standard double plug cementing head (5000 psi) with quick change adapter having bottom buttress pin thread connection along with double manifold for 5.1/2" casing – **01 no.**

Adequate spares for the above tools/equipment should be kept at well-site.

#### **4) BULK-HANDLING PLANT SERVICES:**

Contractor shall provide one complete set of Bulk Handling Plant (BHP) with all surface equipment, tools, necessary fittings & accessories. BHP unit should be installed at well-site adjacent to Cementing Unit & Batch Mixer. The BHP Unit shall be moved from drilling site to site along with Cementing Unit.

##### Materials for Bulk-Handling Plant -

1. 03 nos. Pneumatic Storage Silos with capacity of 1000 cft each.
2. 02 nos. Air-compressor, powered by Diesel engine(minimum air pressure - 40 psi)
3. 02 nos. Cutting Pot with table and platform
4. 01 no. Air drying unit.
5. 02 nos. Dust collector or Cyclone separator.
6. 01 no. Air regulator with filtrating element & pressure gauge and having Hammer union connection in vice-versa.
7. 01 no. Weigh Pot with weight indicator.
8. 01 no. Transport Silo with air manifold system and having a carrying capacity of 1000 (one thousand) bags of cement (each bag weighing 50 kg).

#### **5) Laboratory Facility:**

- i) The Bidder should provide adequate Laboratory facilities at base office at Jodhpur for designing cement slurry to meet specific requirement of OIL.
- ii) One experienced and competent Lab Assistant should be deputed on regular basis. The Lab Assistant should have adequate knowledge & experience in formulation & designing cement slurry for normal oil/gas wells and thermal completion wells also. Documentary evidence in this regard should be provided along with Technical Bid.
- iii) The Bidder is required to provide documentary evidence as regards various facilities, tools & equipment available in the laboratory to undertake cement formulation & slurry design covering all parameters.
- iv) The Bidder is required to provide printed literature on machineries/equipment available in the Laboratory.

#### **(6) VINTAGE OF EQUIPMENT AND TOOLS:**

- (a) The age of the Cementing Unit, Bulk Handling Plant, Pneumatic Transport Silo, Batch Mixer, surface tools and other equipment supplied by the Bidder

shall not be more than 10 (ten) years old as on Bid Closing Date (BCD) of this Tender counted from the date of manufacture. The Bidder must furnish certificates/documents in this regard in support of their bids.

(b) In Bulk Handling Plant, all pressure vessels should be equipped with pressure gauges and pneumatic pressure relief valves. Bidder shall provide adequate consumables & spares and self-maintained adequate stock for uninterrupted operation of Bulk Handling Plant and as well as Cementing Unit.

(c) All down-hole equipment must be new or in first class working condition, completely redressed with new parts and Bidder shall guarantee its satisfactory performance.

**(7) CONSUMABLES :**

Bidder shall provide HSD for Cementing Unit, Bulk-handling Plant, Air Compressors, Transport Silo and Batch Mixer at his own cost. Cement (API Class 'G') and water for mixing cement will be provided by OIL. Company shall reimburse the cost of cement additives at actual consumption to the Bidder against submission of documentary evidence. OIL shall provide top plug, bottom plug, casing centralizer and scratcher in accordance with casing policy prior to cementation.

**(8) BLENDING, TRANSPORTATION TO WELL SITE:**

Necessary additives will be mixed with gauging water (wet blending) by Bidder's personnel as per their design. Required cement additives for gauging water will be supplied by the Bidder. However, API class 'G' Cement will be supplied and required volume will be transferred to well-site by OIL. Necessary feed to Bulk Handling Plant shall be done by the Bidder's personnel at site.

**(9) REQUIREMENT OF PERSONNEL:**

(a) The Bidder shall deploy 01 (one) number competent, qualified (min. Diploma in Engineering) and trained Cementing Engineer with minimum five (05) years independent experience in oil/gas well cementing and stimulation jobs on continuous 24 hours basis at rig site and work on 21 days On & Off system as per standard oilfield practice under the law. However, if Bidder deploys more personnel for assisting the Cementing Engineer towards performance of any specific job at well-site during the execution of the contract, Company shall not pay for such additional man-power.

Cementer shall be responsible for the following specialist operations:

1. Supervising the running of entire Cementing & BHP Unit and all associated functions including pressure testing of lines, pumping of cement /fluid as instructed, testing of casing & well-head components and any other services as deemed appropriate.
2. Ensuring that all operations & activities are conducted in compliance with the well program.

3. Supervising all the personnel of other service providers involved in the operation during cementing and other associated operations.
  4. Performing cement calculations for each cement job.
  5. Ensuring safety in all respects during cementing & other associated operations.
  6. Maintaining an inventory of all cement, cement additives, equipment/tools and ensuring that sufficient stock is kept at site for next operation.
  7. Providing inputs for the post-well analysis including recommendations for improving cementing operations in future wells.
  8. The Cementing Engineer shall co-ordinate with Company Representative posted at well-site in matters of collection/transfer of cement, well-site water and other samples to their Laboratory at base or Laboratory at well-site for design of cement slurry before the cementing operation.
- (b) The Bidder shall deploy Bulk-Handling Plant Operator - 01(one) number, Helpers for the BHP Plant- 02(two) numbers and Operator for Pneumatic Silo - 01(one) under this bid. Operator(s) should be fully qualified and experienced with Bidders' equipment and procedures related to the operation.
- (c) Experience of deployed personnel in Bulk Handling Plant by the Bidder: Operator(s) shall have minimum of 02 (two) years, Helper(s) shall have minimum of 01(one) year experience and Pneumatic Transport Silo Operator shall have 02 (two) years experience in onshore cementing activities.
- (d) One (1) mechanic/technician for maintaining the entire unit having minimum two (2) years relevant experience proposed to be engaged on regular basis.
- (e) Bidder's personnel must observe all safety and statutory norms applicable to the Company. Their performance must be to the satisfaction of the Company and any of their personnel who are not found suitable by the Company, must be replaced by the Bidder at his own cost.
- (f) Before deployment of suitable personnel, Bidder must submit the Bio-data of proposed personnel and obtain clearance from Company.
- (g) The regular Cementing Engineer, Operator & Helpers of Bulk Handling Plant and Driver/Operator of Pneumatic Transport Silo shall be stationed at all times at well-site as per standard oil field practice and maximum 21 (twenty-one) days "Off & On" system.
- (h) Provision of Personnel Protective Equipment (PPE) for Bidder's personnel shall be the responsibility of the Bidder.

- (i) Persons deployed by the Bidder should be agile and of sound health. Age of the persons to be deployed under the Tender should not be less than 21 years and more than 50 years.
- (j) Persons deployed under the Tender should be well-versed in English /Hindi /Local language.

**(10) CEMENT SLURRY FORMULATION:**

- a) The Bidder is required to provide cement slurry formulation for Conductor Casing (20" or 13.3/8"), Intermediate Casing (13.3/8" or 9.5/8") and Production Casing (7" or 5.1/2") cementation job along with Technical Bid.
- b) The tentative parameters for cement slurry formulation are shown below. The formulation should be complete showing percentage use of various additives with API class "G" cement.
- c) No additives, except defoamer as listed in Proforma - B shall be required for Conductor & Intermediate casing cementation jobs. Bentonite etc. required for lead slurry shall be provided by OIL.

**(i) Slurry Formulation Parameters (Normal Wells):**

Basic Parameter	Conductor Casing Cement Job (13.3/8")	Intermediate Casing Cement Job (9.5/8")		Production Casing Cement Job 5.1/2")	
Density (PPG)	One Slurry	Lead	Tail	Lead	Tail
	13.5	13.5	15.8	13.5	15.8
Fluid Loss(max)	No control required	No control required	No control required	200 cc	120 cc
Thickening Time(max)	4-5 Hrs	5 Hrs	4-5 Hrs	5-6 Hrs	5 Hrs
Temp. Gradient	2.0 – 2.2° C per 100 Meter	2.0 – 2.2° C per 100 Meter		2.0 – 2.5° C per 100 Meter	

**(ii) Slurry Formulation Parameters (Thermal Completion Wells):**

Basic Parameter	Conductor Casing Cement Job (20")	Intermediate Casing Cement Job (9.5/8")/(13.3/8")		Production Casing /Build-up Section Liner Cement Job (7")/(9.5/8")
Density (PPG)	One Slurry	Lead	Tail	One slurry
	13.5	13.5	15.8	15.8 – 12.0*
Fluid Loss(max)	No control required	No control required	No control required	50 cc
Thickening Time (max)	4-5 Hrs	5 Hrs	4-5 Hrs	5 Hrs
Temp. Gradient	2.0 – 2.2° C per 100 Meter	2.0 – 2.2° C per 100 Meter		2.0 – 2.5° C per 100 Meter

- Slurry density shall be decided as per well evidences/requirement.

\*\*\*

**TENTATIVE QUANTUM OF JOBS TO BE PERFORMED**

The number of jobs anticipated during the initial twelve (12) months would be as under -

- |  |                  |
|--|------------------|
| 1. <b>Estimated Primary Cementing Jobs</b>                     | <b>: 24 Nos.</b> |
| 2. <b>Estimated Cement Plug Jobs</b>                           | <b>: 10 Nos.</b> |
| 3. <b>Estimated Cement Squeeze Jobs without squeeze packer</b> | <b>: 15 Nos.</b> |
| 4. <b>Estimated Cement Squeeze Jobs with squeeze packer</b>    | <b>: 04 Nos.</b> |

**NOTE :**

1. Estimated duration of each primary cementing/cement plug/stimulation/other allied jobs may vary from one (01) to two (02) days.
2. The casing size and setting depth of various jobs will depend upon well requirement.
3. Two stage cementation jobs for 13.3/8", 9.5/8", 7" and 5.1/2" casing as and when required.
4. Fluid pumping as and when required and well killing in case of emergency.
5. Cement plug and squeeze jobs as and when required.
6. The well depths may vary from 1300 m to 2800 m with either 4 (four) or 3 (three) stage casing policies. The average mud weight for the Dandewala / Baghewala fields are between 9-11 ppg. The rise in cement level in various sizes of casings will depend upon individual well requirement.
7. Tentative Casing Policy has been furnished in Table -1, 2 & 3. However, casing size and setting depth of various jobs may vary from well to well as per the well evidence and geological prospect.
8. Quantum of above indicated jobs are tentative only and may vary to some extent as per Company's requirement.

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## **ANNEXURE- IV**

### **1.0 DESCRIPTION OF ITEMS: CEMENT ADDITIVES**

### **2.0 RECOMMENDED PRESSURE - TEMPERATURE RANGE, TESTING CONDITIONS AND CEMENT SLURRY PROPERTIES:**

**2.1 Cement slurry for 13.3/8" Casing & 9.5/8" Casing (Normal well):** Neat cement slurry of specific gravity 1.62 - 1.90 (13.5 ppg to 15.8 ppg). No additives excepting defoamer is required for these sections.

**2.2 Cement slurry for 5.1/2" Casing (Normal Well):** Cement slurry of specific gravity 1.90 (15.8 ppg) treated with additives for temperature range 50- 80 deg C BHCT

1.0	SLURRY TYPE	Cement slurry design should consists of API Class 'G' HSR type and fresh water having specific gravity 1.90 (15.8 ppg)
2.0	PHYSICAL PROPERTIES	
2.1	PHYSICAL STATE	Additives as received should be free from visible impurities.
2.2	Solubility in water	Additives should be soluble or dispersible in fresh water.
2.3	Moisture content % by mass determined at 60-80 degree C	10.0 (Max)
3.0	SLURRY PROPERTIES	
3.1	Thickening time at HT-HP Consistometer at 50-80 ° C and 5500 psi (pressure to be raised in 44 minutes).	300 min.
3.2	Water loss as per API	100 ml/30 min (Max)
3.3	Free water as per API	1.4% (Max)
3.4	Initial consistency	10-15 BC (Max)
3.5	24hrs.Compressive Strength at BHCT 50-85 ° C & 5500 psi.	2000 psi (Min) at 85 ° C BHCT
3.6	Critical velocity	6ft./ sec in 3" equivalent diameter (Max)
4.0	TESTING PARAMETER	
4.1	BHCT and BOTTOM HOLE PRESSURE	50-80 degree C to test at 85 ° C and 5500 psi
4.2	Time to raise temp & pressure and Slurry specific Gravity	44 minutes & 1.90 (15.8 ppg)

**2.3 Cement slurry for 5.1/2" Casing, 13.3/8" Casing and 9.5/8" Liner (Thermal Completion Well):** Cement slurry of specific gravity 1.44 - 1.90 (12.0-15.8 ppg) treated with suitable additives for temperature range up to 110 deg C. (As per DBM of M/s BOGC)

1.0	SLURRY TYPE	Cement slurry design should consists of API Class 'G' HSR type and fresh water having specific gravity 1.44-1.90 (12.0-15.8 ppg)**
2.1	PHYSICAL STATE	Additives as received should be free from visible impurities.
2.2	Solubility in water	Additives should be soluble or dispersible in fresh water.
2.3	Moisture content % by mass determined at 60-80 Degree C	10.0 (Max)
3.0	SLURRY PROPERTIES	
3.1	Thickening time at HT-HP Consistometer at 90-110 ° C and 5500 psi ( pressure to be raised in 44 minutes).	300 min.
3.2	Water loss as per API	100 ml/30 min (Max)
3.3	Free water as per API	1.4% (Max)
3.4	Initial consistency	10-15 BC (Max)
3.5	24hrs.Compressive Strength at BHCT 90-110 ° C & 5500 psi.	2000 psi (Min) at 100 ° C BHCT
3.6	Critical velocity	6ft./ sec in 3" equivalent diameter (max)
4.0	TESTING PARAMETER	
4.1	BHCT and BOTTOM HOLE PRESSURE	90-110 ° C to test at 100 ° C and 5500 psi
4.2	Time to raise temp. and pressure & Slurry specific Gravity	44 minutes & 1.90 (15.8 ppg)
2.1	PHYSICAL STATE	Additives as received should be free from visible impurities.

\*\*Cement density shall be decided as per well evidences or requirement.

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**END OF SECTION – II, Part - 3**



## **Part – 3**

### **SECTION - III**

#### **SPECIAL 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 Representative shall have the authority to order any changes in the Scope of Work to the extent so authorized and notified by the Company in writing. He shall liaise with the Contractor; monitor the progress so as to ensure timely completion of the jobs. He shall also have the authority to oversee the execution of jobs by the Contractor and to ensure compliance of provisions of the contract.

1.2 There shall be free access to all the equipment/tools/machineries 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 should be fluent in English/Hindi/ Local language. On Company's request, Contractor shall remove and replace at his own expense, any of their personnel whose presence is considered undesirable in the opinion of Company. The Contractor shall provide the supporting staff at his own expenses. Documentary evidence, identity cards etc. shall be submitted by the Contractor in support of the bio-data against which Company Representative will certify completeness of mobilization of the Contractor for commencement 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 work permit for expatriate personnel and taxes, if any, payable in India or outside at no charge to the Company.

2.3 The Contractor's Representative shall have the power requisite for performance of the work. He shall liaise with the Company Representative/officials for proper co-ordination and timely completion of the job and on any other matters pertaining to the job.

2.4 During the contractual period, Company shall provide food, accommodation and available medical facilities (first-aid) for Contractor's personnel free of charge deployed at well- site through Rig Service Provider.

2.5 Contractor will arrange transportation of his equipment/tools and personnel to and from well site at his own cost.

2.6 Contractor should set up a Base Office at Jodhpur which should be manned by competent person(s) having sufficient knowledge & background of providing cementing services to E & P Companies. He shall be in touch and liase with Company Officials at Jodhpur Office as regards operations to be performed at well-site, maintenance schedule of equipment & tools, tests to be carried out in the Laboratory, submission of monthly invoices, any disputes arising out of invoices, logistic & administrative problems at well-site and any other problem(s) arising out of well operations.

2.7 Contractor shall accommodate the Test Laboratory in the premises of Base Office at Jodhpur for better maintenance, functioning and supervision. However, it shall be the responsibility of the Company to supply samples of technical water and cement from well-site for necessary tests well ahead of cementing operation at site.

### **3.0 LABOURER:**

3.1 The recruitment of un-skilled labourer, if any shall 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 concerned operational area. The facilities to be given to the labourer should conform to the provisions of Labour Laws as per Contract Labour (Regulation & Abolition) Act, 1970.

3.2 The Contractor shall not engage any persons below 21 (twenty one) years of age under any circumstances. Persons above 50 (fifty) years of age also shall not be deployed.

3.3 The Contractor should obtain and produce in advance prior to the commencement of work under the contract the following certificate/approvals -

- (i) Approval from DGMS/DDMS for shift patterns in excess of eight (8) hours.
- (ii) Total manpower list to be deployed at well-site & base office.
- (iii) All certificates as per applicable laws including Mines Acts, 1952.
- (iv) Regional Labour Certificate, if required.

### **4.0 LIABILITY:**

4.1 Except as otherwise expressly provided, neither Company nor its Servants, Agents, Nominees, Contractors, or Sub-contractors shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment/tools and/or loss of or damage to the property of the Contractor and or his Contractors or Sub-contractors, irrespective of how such loss or damage is caused and even if caused by the negligence of Company and/or its Servants, Agents, Nominees, Assignees, Contractors and Sub-contractors. The Contractor shall protect, defend, indemnify and hold harmless Company from and against such loss or damage and any suit, claim or expense resulting there from.

4.2 Neither Company nor its Servants, Agents, Nominees, Assignees, Contractors, Sub- contractors shall have any liability or responsibility whatsoever for injury to, illness, or death of any employee of the Contractor and / or of its Contractors or Sub- contractors irrespective of how such injury, illness or death is caused and even if caused by the negligence of Company and/ or its Servants, Agents, Nominees, Assignees, Contractors and Sub-contractors. Contractor shall protect, defend, indemnify and hold harmless Company from and against such liabilities and any suit, claim or expense resulting there from.

4.3 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 Sub-contractors for loss or damage to the equipment/tools of the Contractor and/or its Sub-contractors and/or their employees when such loss or damage or liabilities arises out of or in connection with the performance of the contract limited to the Contractor's liabilities agreed to under this contract.

4.4 The Contractor hereby further agrees to waive its right of recourse and agrees to cause its Underwriters to waive their right of subrogation against Company and/or its Underwriters, Servants, Agents, Nominees, Assignees, Contractors and Sub-contractors for injury to, illness or death of any employee of the Contractor and its Sub-contractors and /or their employees when such injury, illness or death arises out of or in connection with the performance of the contract limited to Contractor's liabilities agreed to under this contract.

4.5 Except as otherwise expressly provided, neither Contractor nor its Servants, Agents, Nominees, Contractors or Sub-contractors shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss or damage to the property of the Company and/or his Contractors or Sub-contractors, irrespective of how such loss or damage is caused and even if caused by the negligence of Contractor and / or its Servants, Agents, Nominees, Assignees, Contractors and Sub-contractors. The Company shall protect, defend, indemnify and hold harmless Contractor from and against such loss of damage and any suit, claim or expense resulting there from.

4.6 Neither Contractor nor its Servants, Agents, Nominees, Assignees, Contractors, Sub-contractors 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 Sub-contractors irrespective of how such injury, illness or death is caused and even if caused by the negligence of Contractor and/or its Servants, Agents, Nominees, Assignees, Contractors and Sub-contractors Company shall protect, defend indemnify and hold harmless the Contractor from and against such liabilities and any suit, claim or expense resulting there from.

4.7 The Company agrees to waive its right of recourse and further agrees to cause its Underwriters to waive their right of subrogation against Contractor and /or its Underwriters, Servants, Agents, Nominees, Assignees, Contractors and Sub-contractors for loss or damage to the equipment/tools of Company and/or its Contractors or Sub-contractors when such loss or damage or liabilities arises out of or in connection with the performance of the contract.

4.8 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 Sub-contractors for injury to, illness or death of any employee of the Company and of its Contractors, Sub-contractors and/or their employees when such injury, illness or death arises out of or in connection with the performance of the contract.

## 5.0 **CONSEQUENTIAL DAMAGE:**

5.1 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 sub-contractors.

## **6.0 WAIVERS AND AMENDMENTS:**

6.1 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.

## **7.0 PAYMENT & INVOICING PROCEDURE:**

7.1 Company shall pay to the Contractor, during the term of the contract, the amount due calculated according to the rates of payment set and in accordance with other provisions thereof. 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 and conditions hereinafter described.

7.2 All payments due by Company to Contractor shall be made at Contractor's designated bank. All bank charges shall be to Contractor's account.

7.3 Payment of any invoices shall not prejudice the right of Company to question the validity of any charges therein, provided Company within one (1) 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.

7.4 Contractor shall submit **three (3) sets** of all invoices duly super-scribed "original" and "copy" to Drilling Office, Jodhpur as applicable to the Company for processing of payment. Separate invoices for the charges payable under the contract shall be submitted by Contractor for Foreign currency and Indian currency.

7.5 Contractor shall raise invoice for the lump-sum mobilization charges when the entire equipment, tools, spares, consumables and personnel are ready at site for starting the job. Payment of mobilization charges shall be made within forty-five (45) days following the date of receipt of undisputed invoices by Company. Mobilization should be complete in all respects before raising invoice.

7.6 For equipment rental, personnel, job completion and inter-location move charges etc., Contractor shall raise invoices within the following three (3) days at the end of each month.

7.7 Payment of monthly invoices, if undisputed shall be made within **thirty (30) days** of receipt. However, payment of initial two invoices may be delayed for some time (up to one month).

7.8 The Company shall within twenty (20) days of receipt of the invoice notify Contractor of any item under dispute, specifying the reasons thereof, in which

event, payment of the disputed amount may be withheld until settlement of the dispute, but payment shall be made of any undisputed portion in due time. This will not prejudice the Company's right to question the validity of the payment at a later date as envisaged in Para 7.3 above.

7.9 The acceptance by Contractor of part-payment on any billing not paid on or before the due date shall not be deemed a waiver of Contractor's rights in respect of any other billing, the payment of which may then or thereafter be due.

7.10 Contractor shall maintain complete and correct records of all information on which Contractor's invoices are based up to two (2) years from the date of last invoice. Such records shall be required for making appropriate adjustments of 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 of the following (i) 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.

7.11 Payment of de-mobilization charges shall be made when applicable within forty-five (45) days following receipt of invoice by Company accompanied by the following documents from the Contractor -

- (a) Audited account up to completion of the Contract.
- (b) Tax audit report for the above period as required under the Indian Tax Laws.
- (c) Documentary evidence regarding the submission of returns and payment to taxes for the expatriate personnel engaged by the Contractor or by its Sub-contractor.
- (d) Proof of re-export of all items (excepting consumables consumed during the contract period) and also cancellation or re-export bond, if any.
- (e) Any other documents as required by applicable Indian Laws.

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

## **8.0 WITH-HOLDING**

8.1 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.
- (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 (5) 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) Order issued by a Court of Law in India.
  - ii) Income tax deductible at source according to law prevalent from time to time in the country.
  - iii) Any obligation of Contractor which by any law prevalent from time to time to be discharged by Company in the event of Contractor's failure to adhere to such laws.
  - iv) Any payment due from Contractor in respect of unauthorized imports.

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

8.2 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.

## **9.0 APPLICABLE LAWS:**

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

9.2 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 & Mines Rules, 1955 - as applicable to safety and employment conditions.
- b) The Minimum Wages Act, 1948.
- c) The Oil Mines Regulations, 1984.
- d) The Workmen's Compensation Act, 1923.
- e) The Payment of Wages Act, 1963.
- f) The Payment of Bonus Act, 1965.
- g) The Contract Labour (Regulation & Abolition) Act, 1970 and the Rules framed there under.
- h) The Employees Pension Scheme, 1995.
- i) The Interstate Migrant Workmen Act., 1979 (Regulation of employment and conditions of service).
- j) The Employees Provident Fund and Miscellaneous Provisions Act, 1952.
- k) The Rajasthan Sales Tax Act.

- l) Service Tax Act.
- m) Customs and Excise Acts and rules framed there under.
- n) Income Tax Act & Sales Tax Act.
- o) Insurance Act.
- p) Rajasthan Entry Tax Act.

#### **10.0 POLLUTION OR CONTAMINATION:**

10.1 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 wilful misconduct or gross negligence.

10.2 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 blow-out, fire explosion and loss of well control regardless of cause.

#### **11.0 COMPLETION OF DEMOBILISATION**

Demobilization shall be completed by Contractor within **sixty (60) days** of notice from Company. After the completion of work, all equipment, spares and consumables brought into India will be re-exported by Contractor except consumables and spares which have been used in the wells. In case of failure to do so in the allotted time hereof except under circumstances relating to Force Majeure, Company reserves the right to withhold the estimated amount equivalent to any loss/penalty due to Company on such re-export from Contractor's final settlement of bills. In the event all/part of the equipment are sold to a third party after obtaining permission from Company and other appropriate Government clearances in India, then Contractor shall reimburse to Company the appropriate amount of customs duty, if concessional/nil rate of customs duty was availed by the Contractor while importing these items for use against this contract.

#### **12.0 MOBILIZATION PERIOD:**

12.1 The successful Bidder must be able to mobilize their Personnel, Cementing unit, all other equipment, tools, spares, and all other necessary materials required for carrying out cementing operations within **sixty (60) days** from the date of issuance of LOA by the Company. However, early mobilization shall be preferred by the Company

12.2 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 in line with the Scope of Work.

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

Company reserves the right to engage the Contractor for providing Cementing & BHP services under the same rates, terms and conditions anywhere in its oilfields in PML & NELP Areas in Rajasthan. OIL also reserves the right to deploy the services under the contract in Company's other operational areas anywhere in India during the tenure of the contract with mutually agreed terms and conditions as regards to Mobilization / De-mobilization charges to/from the new place of operation.

### **14.0 SAFETY:**

Contractor shall observe such safety regulations in accordance with acceptable oilfield practice and applicable Indian Laws such as Mines Act, 1952 and OMR, 1984. Contractor shall take all measures reasonably necessary to provide safe working conditions and shall exercise due care and caution in preventing fire, explosion and maintain all fire fighting equipment in sound condition at all times. Contractor shall conduct mock fire drill as may be required by Company at prescribed intervals.

### **15.0 CONTRACTOR'S SPECIAL OBLIGATION:**

It is expressly understood that the Contractor is an independent Contractor and that neither the Contractor nor its employees and its sub-contractors are employees or agents of Company provided, however, the Company is authorized to designate its representative who shall at all times have access to the cementing unit and related equipment and materials and records for the purpose of observing, inspecting and designating the work to be performed here under by the Contractor. The Contractor may treat the Company representative at the well site as being in charge of all

Company's and Company designated personnel at well site. The Company representative may, amongst other duties, observe, test, check and control implementation of cementing program, squeeze/plug job, equipment and stock, inspect works perform by Contractor or examine the records kept at well site by the Contractor.

### **16.0 COMPLIANCE WITH COMPANY'S INSTRUCTION:**

Contractor shall comply with all instructions of the Company consistent with the provision of this Contract, including but not limited to cementing program, equipment testing program, safety instructions, confidential nature of information etc. Such instructions shall, if Contractor request, be confirmed in writing by Company Representative.

### **17.0 INGRESS AND EGRESS AT LOCATION:**

The Company shall provide the Contractor, if required, requisite certificates for obtaining rights of ingress to, egress from locations where jobs are to be performed, including any certificates required for permits or licenses for the movement of the Contractor's personnel/equipment. Should such permits/licenses be delayed because of objections of concerned authorities in respect of specific Contractor's person(s), such person (s) should be promptly removed from the list by the Contractor and replaced with acceptable person (s).

### **18.0 CUSTOMS DUTY:**

18.1 The Services under the Contract shall primarily be carried out in PML areas in Dandewala and Baghwala Areas in Jaisalmer and Bikaner Districts in Rajasthan renewed/ issued to the Company after 01.04.1996 by Govt. of India  
E-Tender No. CJG3622P17



and therefore customs duty is not applicable on the items imported for the execution of the proposed contract.

#### **19.0 CONFIDENTIALITY**

19.1 Contractor agrees to be bound by professional secrecy and undertake to keep confidential any information obtained during the conduct of well operations, including, but not limited to, formations encountered, testing and surveying of the well. And to take all reasonable steps to ensure the Contractor's personnel likewise keep such information confidential.

19.2 This obligation shall keep in force even after the termination date and until such information will be disclosed by the Company.

19.3 Contractor shall handover to Company all Company's documents or drafts concerning operations carried out and which are still in its possession before transferring the cementing unit, BHP and accessories.

#### **20.0 DISCIPLINE**

The Contractor shall maintain strict discipline and good order among their respective employees and their respective Sub-Contractors, if any, and shall abide by and conform to all rules and regulations promulgated by the Company and Contractor governing the operations at the assigned worksites. Should the Company feel with just cause that the conduct of any of the Contractor's personnel is detrimental to Company's interests, the

Company shall notify Contractor in writing the reasons for requesting removal of such personnel. The Contractor shall remove and replace such employees at their expense within 7 days from the time of such instruction given by the Company.

#### **21.0 GENERAL HSE GUIDELINES:**

For general guidelines with respect to Health, Safety and Environmental aspects Appendix – A refers.

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**END OF SECTION – III, Part - 3**

### **Part - 3**

### **SECTION-VI**

#### **SCHEDULE OF SERVICES/SCHEDULE OF RATES**

1.0 The Bidders must quote the rates in their price bids as per the attached Price-Bid Format (Proforma – B). The payment shall be made for the actual work done. All Day Rate Charges shall be pro-rated to nearest hour.

#### **1.0 MOBILIZATION CHARGES:**

1.1 Mobilization charges should be quoted on lump sum basis as per Price Schedule Format (Proforma–B) and should cover all local and foreign costs (if any) of the Contractor to mobilize the equipment/tools/consumables as per requirements and crew to the first location and should include all applicable duties, other local and foreign taxes, port fees and inland transportation.

1.2 Any demurrage accrued on account of delay in clearance through Customs/Port will be on Contractor's account. The Company shall provide necessary assistance to the extent possible, if required for customs clearance on receipt of request from the Contractor and all such requests must be made by the Contractor well in advance (at least 20 days).

1.3 Mobilization shall be considered as complete only when all the operating tools/equipment are received and tools/equipment are tested/calibrated to its rated specifications to the satisfaction of OIL. Company at its discretion may allow cementing operation to start without complete mobilization, provided it is possible to start cementing job with the items since mobilized. However, the Contractor must mobilize the shortfall items immediately thereafter, so that the cementing operation is completed timely and successfully without compromising the quality of work. Upon occurrence of such situation, if Company permits the Contractor to start cementing job without completed mobilization, only 90% of mobilization charge will become payable to the Contractor and the remaining 10% of mobilization charges will be deducted as penalty over and above the liquidated damages as set out in clause 17.1 of Section – I, Part-3, if any, which will not be paid by Company even after the shortfall items are made available. However, notwithstanding this provision for partial mobilization, Bidders must quote for mobilization of complete equipment, tools and accessories etc.

1.4 Mobilization charges shall be payable when all equipment/tools/consumables & crew are positioned to undertake/commence the work assigned under the Contract at the first location (approximately 300 km from Jodhpur, connected with State Highways) and duly certified by the Company Representative.

#### **2.0 DE-MOBILIZATION CHARGES:**

2.1 The De-mobilisation charges should be quoted as Lump sum charges as per Price Schedule Format (Proforma–B) which shall include all charges inclusive

of de-mobilization of Contractor's equipment/tools/consumables and crew from the last drilling location of Company.

2.2 Company shall give prior notice to Contractor to start demobilization. Contractor will ensure that demobilization is completed within **sixty(60)** days of notice from the Company. No charge whatsoever will be payable from the date as mentioned in Company's demobilization notice.

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

2.4 Demobilisation charges, if applicable shall only be payable on submission of invoices along with necessary documents as detailed below -

- (a) Audited account up to completion of the contract.
- (b) Tax audit report for the contractual period as required under Income tax laws.
- (c) Documentary evidence regarding submission of returns and payment of tax for expatriate personnel engaged by the Contractor.
- (d) Proof of re-export of all items (excluding consumables consumed during the contract period) and also cancellation of re-export bond, if any.
- (e) Any other document(s) as required by applicable Indian laws.

### **3.0 RENTAL CHARGES FOR EQUIPMENT:**

(Charges per calendar month for the equipment to be deployed by Contractor)

3.1 Equipment, tools, accessories etc. (viz. Cementing Unit, Batch Mixer, BHP Unit etc) required for performance of the services are furnished vide Annexure – II of Section-II, Part-3 for which Bidders are to quote monthly rental charges. Rental charges for equipment for Cementing Services shall be applicable from the date of completion of mobilization. For calculation of hourly/day rate, the monthly rate will be pro-rated up to minimum of nearest half-an-hour basis. The monthly rental charges should include supply of spares & consumables, replacement / maintenance cost and any other operational requirement, if any, during the contractual period. The Contractor must maintain minimum stock of any such regularly required items at the drilling site under their possession to ensure uninterrupted service.

### **4.0 PERSONNEL CHARGES:**

(Charges for Cementing Engineer & other personnel to be deployed by Contractor per calendar month)

4.1 Personnel charges should be quoted on Lump-sum basis per calendar month for Cementing Engineer and other personnel which shall include service fees, mobilization/demobilization charges of the Cementing Engineer and other personnel to be deployed by the Contractor for execution of this contract. All charges related to mobilization and demobilization of Cementing Engineer and other personnel to and from drilling site to Contractor's Base Office including en-route expenses will be the sole responsibility of the Contractor. However; food, accommodation and preliminary first-aid facilities for Contractor's personnel at drilling site shall be arranged /provided by the Company through Rig Service Provider as available on free of charge basis.

**NOTE:**

1. The Contractor shall have to deploy one Cementing Engineer & other personnel as required under the contract at site on 24 hours basis. The Cementer shall be overall in-charge at site on behalf of the Contractor and shall be responsible for all well cementation and other associated operations as mentioned in SOW.
2. Personnel charges shall commence from the time Contractor's personnel report at site and ceases when the Company Representative at site serves notice for de-mobilization of personnel. During inter-location movement of Cementing & BHP unit from one well to another, **personnel charges shall not be payable by the Company.**
3. For calculation of hourly rate, the monthly/day rate shall be pro-rated up to minimum of nearest half-an-hour.

**5.0 OPERATIONAL CHARGES:**

5.1 The Bidders are to quote operational charges for various jobs shown in Annexure-III of Section-II, Part-3 on per job basis. The operational charges shall include cost of cement slurry design, relevant testing at Contractor's own laboratory, actual cementing operation and other related jobs required to be performed by the Contractor for successful completion of cementing operations. Operational charges shall be payable only on successful completion of the particular cementing job.

**6.0 INTER LOCATION MOVE CHARGES:**

6.1 During inter-location movement, shifting of Cementing & BHP Unit, tools, equipment and personnel etc. deployed by the Contractor shall be the sole responsibility of the Contractor. Inter-location move charges shall be payable depending on the distance between the locations. Therefore, Bidders are to quote inter-location movement rate for all inclusive charges per kilometre from one site to another.

6.2 Inter Location Move charge shall start from the moment Company releases the Cementing & BHP Unit and other related equipment, tools etc. of Contractor from one location and continue till spud-in at the forward well.

6.3 The Inter Location Move (ILM) charges shall be payable in three parts depending on the distance between the two drilling locations and transfer of materials as mentioned below –

a) Inter Location Move Charge for complete Unit move up to 35 km (Lump-sum)  
= **(ILM1)**

b) Inter Location Move Charge for complete Unit move in excess of 35 km  
= **(ILM2)**

The ILM charges beyond 35 km = Lump-sum fixed charge up to 35 km + charges for distance in excess of 35 km at the rate of per km.

c) Inter Location Move Charge for part Unit move for repair jobs in work-over wells (Lump-sum) = **(ILM3)**

**Note:**

i) In case the distance of ILM in between two locations is within 35 km, then lump-sum fixed charge as per “a” above shall be payable for movement of the entire Unit.

ii) In case the distance of ILM in between two locations exceeds 35 km, then lump-sum fixed charge as per “a” above for initial 35 km together with ILM charges for the remaining distance in excess of 35 km calculated at the rate per km shall be payable as per “b” above.

iii) In case of any repair works in work-over well, ILM charges shall be counted for part of the Unit only viz. Cementing Truck, Batch Mixer, Transport Silo & one Compressor Unit as required to perform the repair job. It should not be more than 60% of ILM1.

iv) Inter Location Movement (ILM) operation shall start from the moment the Company releases the Cementing & BHP Unit from the existing location and shall comprise of the following activities viz. rig-down at the existing location, transfer of the complete Unit with all materials/items to the forward location, subsequent completion of rig up at forward well and shall be deemed as completed till the new well is spudded-in. Before spud-in, the Contractor shall complete all jobs including but not limited to rig up of Static Silos, placement of Cementing Truck, placement of Transport Silo, rig-up of Batch Mixer, rig-up of Compressor & Blowers, hooking up of all lines & valves, testing of equipment etc and maintaining all safety norms for safe execution of job.

iii) The inter Location Movement (ILM) of Cementing & BHP Unit should be completed within the time period as specified in Drilling Rig Contract as the Unit shall be deployed at the drilling location and shall move along with the Drilling Rig Package from one location to another.

**7.0 STACK DAY RATE (STDR): -**

The Stack Day Rate (with minimum personnel for security purpose only) shall be payable if forward drilling plan/program is revised for non-availability of land in time or study/review of geological prospect etc. that may interrupt in between for a longer period of time resulting temporary suspension of drilling operation.

(During the period, the complete Cementing & BHP Unit shall remain idle and Contractor may carry out necessary maintenance jobs with skeleton crew as per their requirement).

The Stack Day Rate shall be payable when the Cementing & BHP Unit and other Contractor's equipment/items are stacked as set out below –

i) If the Company notifies the Contractor that the Cementing & BHP Unit is to be stacked at its current location, the Stack Day Rate shall be applicable after three (3) days from date of issue of such notification. Stack Day Rate shall remain applicable till such time the next location is ready to recommence drilling operations after the notification from Company to commence the operation.

ii) If the Company notifies the Contractor to stack the Cementing & BHP Unit at a different location, then Stack Day Rate shall apply from the time the Cementing & BHP Unit is transferred to the stacking site. In that case, Inter Location Move rate shall be applicable during the period the entire Cementing & BHP Unit is being moved to the stacking site and should be in conformity with the time limit as specified in the Rig contract to which the Unit is attached.

**8.0 FORCE MAJEURE DAY RATE (FMDR):**

The Force Majeure Day Rate shall be payable during the first fifteen (15) days period of force majeure. No payment shall accrue to the Contractor beyond the first 15 days period unless mutually agreed upon. Either party shall have the right to terminate the Contract if such "force majeure" conditions continue beyond 15 (fifteen) consecutive days with prior written notice. Should either party decide not to terminate the Contract even under such condition, no payment would apply after expiry of 15 (fifteen) days of force majeure period unless otherwise agreed to.

**No rate under Para 4.0, 5.0, 7.0 & 8.0 hereof shall be payable when Inter Location Move Rate is applicable.**

## **9.0 COST OF CEMENT ADDITIVES:**

- 9.1 Cement additives shall be provided by the Contractor for various cement jobs as per assignment given by Company Representative.
- 9.2 The Bidder shall quote for the cost of cement additives as per the quantity mentioned below for blending of 1300 MT of Cement:

a) Fluid Loss Reducer	: 6000 kg
b) Friction Reducer	: 2000 kg
c) Low Temperature Retarder	: 2000 kg
d) High Temperature Reducer	: 500 kg
d) Defoamer	: 1000 lit
f) Gas Block Additive	: 6500 lit
g) Light weight Additive	: 79000 kg.
h) Strength Stabilizer	: 59250 Kg

- 9.3 The Bidder shall quote the unit cost for cement additives in the Price Bid Format (Proforma – B) on FOR Destination/site basis inclusive of taxes, duties & levies, but, excluding customs duty.
- 9.4 Payment to the Contractor shall be made on the basis of actual consumption of cement additives at drill site for the particular job.

## **10.0 ZERO RATE:**

- 10.1 Notwithstanding any provision in the contract, no charges shall be payable for the period if, the job or activity assigned to the Contractor is halted due to break-down of Contractor's Cementing Unit, Bulk-Handling Plant, Transport Silo, Batch Mixer, tools/equipment or non-availability of key personnel or for any other reason whatsoever attributable to the Contractor.

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**END OF SECTION – IV, Part - 3**

**PROFORMA-A**

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

Srl #	Item Description	Qty / Unit	Rate	Total	Freight & Insurance	CIF Value	Port & other charge	Landed Cost	Is it re-exportable ? YES or NO	Year of Mfg.	HSN Code
A	B	C	D	E = CxD	F	G = F+E	H	I = G+H	J	K	L
1											
2											
3											

**(1) The items which are not of consumable in nature and required to be re-exported outside India after completion of the Contract should be indicated as "YES" in column "J".**

**(2) The items, which are of consumable in nature should be indicated as "NO" in column "J".**

**(3) For estimation of applicable customs duty, the Bidders are required to indicate customs tariff code (i.e. HSN Code) of each item in column "L".**

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

Seal of the Bidder:

\*\*\*



**PRICE BID FORMAT****Tender No. : CJG3622P17****Currency Quoted : \_\_\_\_\_****PRICE SCHEDULE FORMAT FOR CEMENTING UNIT, BULK-HANDLING PLANT, TRANSPORT SILO, BATCH MIXER, CONSUMABLE AND CEMENTADDITIVES**

- (A) **REGULAR REQUIREMENT OF CEMENTING UNIT, BATCH MIXER,BULK-HANDLING PLANT, TRANSPORT SILO, CEMENTING ENGINEER, BHP OPERATOR , BHP HELPERS AND OPERATOR FOR TRANSPORT SILO.**

Srl. No.	Description of item	Unit	Quantity	Unit Rate (Currency)	Total Amount (Currency)
1.	<b><u>Mobilization/De-mobilization Charges:</u></b>				
i)	Mobilization Charges for Cementing Twin pump Unit, Batch Mixer, Laboratory & consumables.	Lump sum	01		
ii)	Demobilization Charges for the above	Lump sum	01		
iii)	Mobilization Charges for BHP Unit, Transport Silo & Accessories.	Lump sum	01		
iv)	Demobilization Charges for the above.	Lump sum	01		
2.	<b><u>RENTAL CHARGES FOR EQUIPMENT:</u></b>				
i)	Monthly rental for equipment (Cementing Twin pump Unit, Batch Mixer & Laboratory along with all tools, spares and accessories)	Month	12		
ii)	Monthly rental for equipment (Bulk Handling Plant, Transport Silo along with complete set of tools, spares and accessories)	Month	12		
iii)	Monthly rental for Squeeze Packer along with setting tools & spares.	Month	12		
3.	<b><u>PERSONNEL CHARGES :</u></b>				
i)	Charges for Cementing Engineer.	Month	10		
ii)	Charges for Bulk-Handling Plant Operator.	Month	10		
iii)	Charges for Bulk-Handling Plant Helpers.	Month	10		

iv)	Charges for Transport Silo Operator.	Month	10		
	<b>Note:</b> Charges for above personnel should be quoted on the basis of 24 hrs per day duty per month at site throughout the contract period				
4.	<b><u>OPERATIONAL / JOB CHARGES:</u></b>				
i)	Charges per Cementing Job	Per Job	24		
ii)	Charges per Cementing Plug Job	Per Job	10		
iii)	Charges per Cement Squeeze Job without Squeeze Packer.	Per Job	15		
iv)	Charges per Cement Squeeze Job with Squeeze Packer.	Per Job	04		
	<b>Note:</b> Operational/job charges should not include equipment rental and charges towards personnel as the same are provisioned separately. Operational charges should include only the running cost, if any exclusively during aforesaid operations.				
5.	<b><u>INTERLOCATION MOVE CHARGE PER COMPLETE UNIT MOVE UPTO 35 KM:</u></b>				
i)	Inter Location Move Charge (ILM-1)	Lump sum	05		
6.	<b><u>INTERLOCATION MOVE CHARGE PER COMPLETE UNIT MOVE MORE THAN 35 KM:</u></b>				
i)	Rate of Charges per kilometer (ILM-2)	KM	1500		
7.	<b><u>INTERLOCATION MOVE CHARGE PER PART UNIT MOVE FOR WORK-OVER OPERATION:</u></b>				
i)	Inter Location Move Charge (ILM-3)	Lump sum	04		
8.	<b><u>FORCE MAJEURE CHARGES :</u></b>				
i)	Not more than 50% of ( Equipment Rental+ Personnel Charges)	Day	15		
9.	<b><u>STACK DAY CHARGES :</u></b>				
i)	Not more than 30% of ( Equipment Rental + Personnel Charges)	Day	30		

**CONTRACT VALUE FOR THE REGULAR REQUIREMENT:**

**A = Sum Total of (1 + 2 + 3 + 4 + 5 + 6 + 7 + 8 + 9) as above.**

**(B) ADDITIONAL SERVICES ON THE BASIS OF AS AND WHEN REQUIRED FOR SQUEEZE CEMENTING JOBS:**

Srl. No.	Description of item	Unit	Quantity	Unit Rate (Currency)	Total Amount (Currency)
1.	Mobilization Charge for Down-hole Specialist for cement squeeze job.	Lump sum	03		
2.	De- mobilization Charge for above	Lump sum	03		
3.	Rental Charge for additional Downhole Specialist	Day	30		

**NOTE:** Rental Charge for down-hole Tool Specialist on call-out basis shall be payable from the time the Specialist reports/arrives at well-site on receipt of call notice from the Company (OIL) till the time/date of his leaving work place on completion of the particular job.

**CONTRACT VALUE FOR THE ADDITIONAL SERVICES ON CALL-OUT BASIS :**

**B = Sum Total of (1 + 2 + 3) above.**

**TOTAL VALUE OF CONTRACT EXCLUDING CEMENT ADDITIVES : (A) + (B)**

(Sum Total of both Regular requirement and Call-out requirement)

**(C) PRICE SCHEDULE FORMAT FOR CEMENT ADDITIVES:**

**Bidders should quote for cement additives as per Price Schedule Format given below-**

**Table – 1**

**(Additives requirement for Normal Cementing)**

Srl. No.	Description of Additives	Unit	Quantity (a)	Unit Rate (b) (Currency )	Total FOR Destination/Site Value (c = a x b) (Currency)
1	Fluid Loss Reducer	Kg	4000		
2	Friction Reducer	Kg	1500		
3	Low Temp Retarder	Kg	1000		
4	Defoamer	Kg/Lit	500		
5	Gas Block Additives	Kg/Lit	6500		
				<b>Total FOR Destination / Site Value</b>	

**Total FOR Destination/Site value inclusive of all taxes, duties and levies but excluding custom duties: C1 = Sum Total of (1 + 2 + 3+4+5) above.**

**Table – 2**

**(Additives requirement for Thermal Completion wells)**

Srl. No.	Description of Additives	Unit	Quantity (a)	Unit Rate (b) (Currency )	Total FOR Destination/Site Value (c = a x b) (Currency)
1	Fluid Loss Reducer	Kg	2000		
2	Friction Reducer	Kg	500		
3	Low Temp Retarder	Kg	1000		
4	High Temp Retarder	Kg	500		
5	Defoamer	Kg/Lit	500		
6	Light Weight Additives	Kg	79000		
7	Strength Stabilizer	Kg	59250		
				<b>Total FOR Destination / Site Value</b>	

**Total FOR Destination/Site value inclusive of all taxes, duties & levies but excluding custom duty : C2 = Sum Total of (1 + 2 + 3+4+5+6+7) above.**

**TOTAL VALUE OF CEMENT ADDITIVES : C = C1 + C2**

**Note:**

1. Bidder shall quote their cost for the above cement additives on FOR Destination/ Site (Rajasthan) basis inclusive of all taxes, duties and levies, but excluding customs duty. **Customs duty** against this Tender shall not be applicable as the operation shall be carried out in PML areas renewed to Company by Govt. of India 01.01.2016 for twenty (20) and as such exempted from paying custom duty. Bidders should take note of the same while quoting.
2. Cement additives except Defoamer & Gas Block additives should be in powder form. However, Defoamer and Gas Block additive can either be in liquid or solid form.
3. Payment to the Contractor shall be made on actual consumption of the cement additives at drill site for the particular job.
4. Company (OIL) shall provide silica flour, barite and bentonite required for preparation of slurry/ spacer during the job.

**GRAND TOTAL VALUE OF CONTRACT INCLUDING CEMENT ADDITIVES FOR ONE (01) YEAR = (A + B + C)**

**NOTES:-**

- (i) The items referred in the format are to be read in conjunction with Section-VI, Part - 3.
- (ii) 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 indicated above are tentative requirement for one year and considered for evaluation purpose of bids/estimation of total contract value only. Payment shall, however, be made at actual use against which the units rates have been asked for. No charges other than indicated above are payable.
- (iv) All taxes, duties and levies excluding Service Tax shall be borne by the Contractor. 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 Bidder having offices in India shall lie on the Contractor, else in case of Foreign Bidders, the liability shall lie on the Company. The quantum(%age) of Service Tax as applicable against each item must be indicated separately.
- (v) Bid evaluation will be carried out based on the sum total of prices quoted against item Srl. Nos. A, B & C of the price bid format.

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

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

**Seal of the Bidder:**

\*\*\*

**BID FORM**

To  
OIL INDIA LIMITED  
For DGM-SERVICES  
RAJASTHAN PROJECT  
JODHPUR-342005

**Sub: IFB No. CJG3622P17**

*Gentlemen,*

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

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

If our Bid is accepted, we will obtain the guarantee of a bank in a sum not exceeding 10% of estd. Annual contract value for the due performance of the Contract.

We agree to abide by this Bid for a period of 120 days from the date fixed for Bid closing and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof in your notification of award shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any Bid you may receive.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2017.

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

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

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

**Seal of the Bidder:**

**STATEMENT OF 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.

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

Ref. No.

Bank Guarantee No.

TO  
OIL INDIA LIMITED  
For DGM-SERVICES  
RAJASTHAN PROJECT  
JODHPUR-342005

WHEREAS, (Name of Bidder) ..... (hereinafter called "the Bidder") has submitted their Bid No. .... dated .....for the provision of certain OILFIELD services (hereinafter called "the Bid") against OIL INDIA LIMITED, RAJASTHAN PROJECT, JODHPUR (hereinafter called the "Company")'s IFB No..... . KNOW ALL MEN by these presents that we (Name of Bank) ..... of (Name of country) ..... having our registered office at ..... (hereinafter called "the Bank") are bound unto the Company in the sum of (.....)\* for which payment well and truly to be made to Company, the Bank binds itself, its successors and assignees by these presents.

SEALED with the common seal of the said Bank this ..... Day of ..... , 2016.

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws their bid during the period of bid validity specified by the Bidder;

Or

2. If the Bidder, having been notified of the acceptance of their bid by the Company during the period of bid validity:

- fails or refuses to execute the Form of Contract in accordance with the Instructions to Bidders in the tender documents, or

- fails or refuses to furnish the Performance Security in accordance with the Instructions to Bidders in the tender documents;

Or

3. If the Bidder furnishes fraudulent document/information in their bid

We undertake to pay to Company up to the above amount upon receipt of its first written demand (by way of letter/fax/cable/email), 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 two or all of the conditions, specifying the occurred condition or conditions.

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

SIGNATURE AND SEAL OF THE GUARANTOR.....

Name of Bank & Address.....

Witness .....



Address.....

-----  
(Signature, Name and Address)

Date.....

Place.....

- 
- The Bidder should insert the amount of the guarantee in words and figures 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 bid closing date as stated in the tender document

**The details of the issuing bank and controlling bank are as under:**

**A.Issuing Bank**

- 1. Full address of the bank:**
- 2. Email address of the bankers:**
- 3. Mobile nos. of the contact persons:**

**B.Controlling Office**

- 1. Address of the controlling office of the BG issuing banks:**
- 2. Name of the contact persons at the controlling office with their mobile nos. and email address:**

***Signature& Seal of the Bank***

**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 there under 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 (.....)\*\*(calculated at **3 months** after  
Contract completion date).

SIGNATURE & SEAL OF THE GUARANTOR :.....

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 29.0 of Part-1.

**The details of the issuing bank and controlling bank are as under:**

**A.Issuing Bank**

- 1. Full address of the bank:**
- 2. Email address of the bankers:**
- 3. Mobile nos. of the contact persons:**

**B.Controlling Office**

- 1. Address of the controlling office of the BG issuing banks:**
- 2. Name of the contact persons at the controlling office with their mobile nos. and email address:**

***Signature& Seal of the Bank***

**AGREEMENT FORM**

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

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

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

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

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

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

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

- (a) General Conditions of Contract, (Part-3, Section-I)
- (b) Scope of Work/Terms of Reference/Technical Specification, (Part-3, Section-II)
- (c) Special Conditions of Contract, (Part-3, Section-III)
- (d) Schedule of Services/Schedule of Rates, (Part-3, Section-IV)
- (e) Estimated CIF value of items at the time of import, (Proforma-A)

- (f) Price Bid Format, (Proforma-B)
- (g) Performance Security Form, (Proforma-F)
- (h) Agreement Form, (Proforma-G)
- (i) Format of Agreement between Bidder and Parent/Wholly owned Subsidiary Company ( Attachment – I)
- (j) Parent Company/Subsidiary Company Guarantee (Attachment – II)
- (k) Format of Agreement between Bidder and Sister Subsidiary/Co-subsubsidiary Company and the Ultimate Parent/Holding Company of both the Bidder and Sister Subsidiary /Co-Subsidiary ( Attachment –III)
- (l) General HSE Points (Appendix-A)
- (m) Procedure for obtaining Labour License under Contract Labour (R&A) Act, 1970 & Central Rules-1971 (Appendix-B)

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

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

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

Signed, Sealed and Delivered,

For and on behalf of  
Company (Oil India Limited)

Name:

Status:

In presence of

1.

2.

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

Name:

Status:

In presence of

1.

2.

---

\* Bidders are NOT required to complete this form.

**PROFORMA LETTER OF AUTHORITY**

TO  
**CHIEF MANAGER (M&C)**  
Materials & Contracts Department  
Oil India Ltd., Rajasthan Project  
Jodhpur-342005  
Rajasthan, India

Sir,

**Sub: OIL's IFB No. CJG3622P17**

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

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

Yours Faithfully,

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

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

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

**Seal of the Bidder:**

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

**AUTHORISATION FOR ATTENDING BID OPENING**

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

TO

**CHIEF MANAGER (M&C)**

Materials & Contracts Department

Oil India Ltd., Rajasthan Project

Jodhpur-342005

Rajasthan, India

Sir,

**Sub: OIL's e-Tender No. CJG3622P17**

We hereby authorise Mr. /Ms. \_\_\_\_\_ (Name and address) to be present at the time of Pre-Bid Meeting / Un-priced Bid Opening / Price Bid Opening and for any subsequent correspondence / communication of the above Tender due on \_\_\_\_\_ on our behalf.

Yours Faithfully,

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

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

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

**Seal of the Bidder:**

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

\*\*\*

**INTEGRITY PACT**

Between

Oil India Limited (OIL) hereinafter referred to as "The Principal"

And

(Name of the Bidder).....hereinafter referred to as "The Bidder/Contractor"

**Preamble:**

The Principal intends to award, under laid down organizational procedures, contract/s for -----  
----- . 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 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 to 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 í í í í í

NAME OF INDEPENDENT EXTERNAL MONITOR:

2.2.1.1.1.1 SHRI RAJIV MATHUR, IPS(Retd)  
Former Director, IB, Govt. of India  
E-mail : [rajivmathur23@gmail.com](mailto:rajivmathur23@gmail.com)

2.2.1.1.1.2 SHRI SATYANANDA MISHRA, IAS(Retd.)  
Former Chief Information Commissioner of India &  
Ex-Secretary, DOPT, Govt. of India  
E-Mail ID : [satyanandamishra@hotmail.com](mailto:satyanandamishra@hotmail.com)

\*\*\*\*\*

**CERTIFICATE OF ANNUAL TURNOVER & NET WORTH**

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

**TO WHOM IT MAY CONCERN**

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

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

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

Place :

Date:

Seal:

Membership No ..

Registration Code:

Signature :

[\* Applicable only for GLOBAL tenders.]

\*\*\*

**FORMAT OF AGREEMENT BETWEEN BIDDER AND THEIR PARENT COMPANY / WHOLLY OWNED  
SUBSIDIARY COMPANY (As the case may be)**

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

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

WHEREAS

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

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

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

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

For and on behalf of (Bidder)

For and on behalf of

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

M/s.

M/s.

Witness:

Witness:

1)

1)

2)

2)

**PARENT COMPANY/ SUBSIDIARY COMPANY GUARANTEE (Delete whichever not applicable)**

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

**DEED OF GUARANTEE**

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

**WHEREAS**

M/s Oil India Limited, a company duly registered under the Companies Act 1956, having its Registered Office at Duliajan in the State of Assam, India, and having an office, amongst others, at Kakinada, Andhra Pradesh, and Jodhpur, Rajasthan, India hereinafter called “OIL” which expression shall unless excluded by or repugnant to the context thereof, be deemed to include its successor and assigns, invited tender number ..... for ..... on .....

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

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

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

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

1. The Guarantor (Parent Company / **Wholly Owned Subsidiary Company (Delete whichever not applicable)**) unconditionally agrees that in case of non-performance by the Company of any of its obligations in any respect, the Guarantor shall, immediately on receipt of notice of demand by OIL, take up the job without any demur or objection, in continuation and without loss of time and without any cost to OIL and duly perform the obligations of the Company to the satisfaction of OIL.
2. The Guarantor agrees that the Guarantee herein contained shall remain valid and enforceable till the satisfactory execution and completion of the work (including discharge of the warranty obligations) awarded to the Company.

3. The Guarantor shall be jointly with the Company as also severally responsible for satisfactory performance of the contract entered between the Company and OIL.

The liability of the Guarantor, under the Guarantee, is limited to the 50% of the annualized contract price entered between the Company and OIL. This will, however, be in addition to the forfeiture of the Performance Guarantee furnished by the Company.

4. The Guarantor represents that this Guarantee has been issued after due observance of the appropriate laws in force in India. The Guarantor hereby undertakes that the Guarantor shall obtain and maintain in full force and effect all the governmental and other approvals and consents that are necessary and do all other acts and things necessary or desirable in connection therewith or for the due performance of the Guarantor's obligations hereunder.
5. The Guarantor also agrees that this Guarantee shall be governed and construed in accordance with the laws in force in India and subject to the exclusive jurisdiction of the courts of ....., India.
6. The Guarantor hereby declares and represents that this Guarantee has been given without any undue influence or coercion, and that the Guarantor has fully understood the implications of the same.
7. The Guarantor represents and confirms that the Guarantor has the legal capacity, power and authority to issue this Guarantee and that giving of this Guarantee and the performance and observations of the obligations hereunder do not contravene any existing laws.

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

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

Witness:

Signature \_\_\_\_\_

1. Signature \_\_\_\_\_

Name \_\_\_\_\_

Full Name \_\_\_\_\_

Designation \_\_\_\_\_

Address \_\_\_\_\_

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

Witness:

2. Signature \_\_\_\_\_

Full Name \_\_\_\_\_

Address \_\_\_\_\_



#### **INSTRUCTIONS FOR FURNISHING PARENT/SUBSIDIARY COMPANY GUARANTEE**

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

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

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

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

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

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

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

**WHEREAS**

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

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

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

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

1. M/s. \_\_\_\_\_ (Bidder) will submit an offer to OIL for the full scope of work as envisaged in the tender document.
2. M/s. \_\_\_\_\_ (Sister Subsidiary/Co-subsidiary Company) undertakes to provide technical support and expertise and expert manpower, material, if any, to support the Bidder to discharge its obligations as per the Scope of work of the tender / Contract for which offer has been made by the Bidder.
3. This agreement will remain valid till validity of Bidder's offer to OIL including extension if any and also till satisfactory performance of the contract in the event the bid is accepted and contract is awarded by OIL to the Bidder.
4. Sister Subsidiary/ Co-subsidiary Company unconditionally agrees that in case of award of contract to the Bidder, if the Bidder is unable to execute the contract, they shall, immediately on receipt of notice by OIL, take up the job without any demur or objection, in continuation without loss of time and without any extra cost to OIL and duly perform the obligations of the Bidder/Contractor to the satisfaction of OIL.

5. The Ultimate Parent/Holding Company also confirms and undertakes that the commitment made by the Sister Subsidiary/ Co-subsidiary company in providing the technical support and technical expertise and expert manpower to support the Bidder for execution of the contract are honoured.
6. The Ultimate Parent/Holding Company also takes full responsibility in getting the contract executed through the Sister subsidiary/ Co-subsidiary company in case the Bidder/Contractor is unable to execute the contract.
7. In witness whereof the parties hereto have executed this agreement on the date mentioned above.

For and on behalf of

(Bidder)

M/s.

Witness

1)

2)

For and on behalf of

(Sister Subsidiary /  
Co-subsidiary)

M/s.

Witness

1)

2)

For and on behalf of

(Ultimate Parent / Holding  
Company)

M/s.

Witness

1)

2)

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

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**GENERAL HSE POINTS**

1.0 It will be solely the Contractor's responsibility to fulfill all the legal formalities with respect in the Health, Safety & Environmental aspects of the entire job (namely, the persons employed by him, the equipment, the environment etc.) under the jurisdiction of the district of that state where it is operating. Ensure that all sub Contractors hired by him comply with the same requirement as the Contractor himself and shall be liable for ensuring compliance all HSE laws by the sub or sub Contractors.

2.0 Every person deployed by the Contractor in a mine must wear safety gadgets to be provided by the Contractor. The Contractor shall provide proper Personnel Protective Equipment as per the hazard identified and risk assessed for the job and conforming to statutory requirement and the Company PPE schedule. Safety appliances like protect footwear, safety helmet and full body harness has to be DGMS approved. Necessary supportive document shall have to be submitted as proof. If the Contractor fails to provide the safety items as mentioned above to the working personnel, the Contractor may apply to the Company (OIL) for providing the same. OIL will provide the safety items, if available, but in turn. OIL will recover the actual cost of the items by deducting from Contractor's bill. However, it will be the Contractor's sole responsibility to ensure that the persons engaged by him in the mines use the proper PPE while at work. All the safety gears mentioned above are to be provided to the working personnel before commencement of the work.

3.0 The Contractor shall prepare written Safe Operating Procedure (SOP) for the work to be carried out, including as assessment of risk, wherever possible and safe methods to deal with it/them. The SOP should clearly state the risk arising to men, machineries and materials from the mining operation/operations to be done by the Contractor and how it is to be managed.

4.0 The Contractor shall provide a copy of SOP to the person designated the Mine Owner who shall be supervising the Contractor's work.

5.0 Keep an up to date SOP and provide a copy to changes to a person designed by the Mine Owner/Agent/Manager

6.0 The Contractor has to ensure that all work is carried out in accordance with the Statute and SOP and for the purpose he may deploy adequate qualified and competent personnel for the purpose of carrying out the job in a safe manner. For work of a specified scope/nature, he should develop and provide to the Mine Owner a site

7.0 All persons deployed by the Contractor for working in mine must undergo Mines Vocational Training, initial medical examination, PME. They should be issued cards stating the name of the Contractor and the work and its validity period, indicating status of MVT, IME & PME.

8.0 The Contractor shall submit to DGMS indicating – name of his firm Registration Number, name & Address of person heading the firm, nature of work, type of deployment of work persons, No. of work persons deployed, how many work persons hold VT Certificate, how many work persons undergone IME and type of medical coverage given to the work persons.

9.0 The return shall be submitted quarterly (by 10<sup>th</sup> of April, July, October & January) for contracts of more than one year. However, for contracts of less than one year, returns shall be submitted monthly.

10.0 It will be entirely the responsibility of the Contractor/ his Supervisor/Representative to ensure strict adherence to all HSE measures and statutory rules during operation in Oil's installations and safety of workers engaged by him. The crew members will not refuse to follow any instruction given by the Company's Installation Manager/Safety Officer/Engineer/Official/Supervisor/Junior Engineer for safe operation.

11.0 Any compensation arising out of the job carried out by the Contractor whether related to pollution, Safety or Health will be paid by the Contractor only.

12.0 Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the Contractor.

13.0 The Contractor shall have to report all incidents including near miss to installation manager/Departmental Representative of concerned department of OIL.

14.0 The Contractor has to keep a register of the persons employed by him/her. The Contractor's supervisor shall take and maintain attendance of his men every day for the work, punctuality.

15.0 If the Company arranges any safety class/training for the working personnel at site (Company employees, Contractor worker etc.) the Contractor will not have any objection to any such training.

16.0 The health check up of Contractor's personnel is to be done by the Contractor in authorized Health Centers as per Oil's requirement & proof of such test(s) is to be submitted to OIL. The frequency of periodic medical examinations should be every five years for the employees below 45 years of age and every three years for employees of 45 years of age and above.

17.0 To arrange daily tool box meeting and regular site safety meeting and maintain records.

18.0 Records of daily attendance, accident report etc. are to be maintained in Form B,E,J (as per Mines Rules 1955) by the Contractor

19.0 A Contractor employee must, while at work, take reasonable care for the health and safety of people who are all the employee's place of work and who may be affected by the employee's act or omissions at work.

20.0 A Contractor employee must, while at work, co-operate with his or her employer or other persons so far as is necessary to enable compliance with any requirement under the act or the regulations that is imposed in the interest of health, safety and welfare of the employee or any other person.

21.0 Contractor's arrangements for health for health and safety management shall be consistent with those for the mine owner.

22.0 In case Contractor is found non-compliant of HSE laws as required the Company will have the right for directing the Contractor to take action comply with the requirements, and for further non-compliance, the Contractor

23.0 When there is a significant risk to health, environment or safety of a persons or pace arising because of a non-compliance of HSE measure the Company will have the right to direct the Contractor to cease work until the non-compliance is corrected.

24.0 The Contractor should prevent the frequent change of his contractual employees as far as practicable.

25.0 The Contractor should frame a mutually agreed bridging document between OIL and the Contractor with roles and responsibilities clearly defined.

26.0 For any HSE matters not specified in the Contract document, the Contractor will abide the relevant and prevailing Acts/Rules/Regulations pertaining to Health, Safety and Environment.

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**Procedure for obtaining Labour License under Contract Labour (R&A) Act, 1970 & Central Rules-1971**

Every Contractor to whom this Act applies shall execute any work through Contract Labour only after obtaining valid license from Licensing Officer. To obtain license contractor is required to submit:

- i) Application in Form IV in triplicate duly filled (Name of the Proprietor/Partner or the Directors/Responsible person in case of firm/company, complete postal address including Pin Code number, Telephone Number, Fax Number & E-mail address, if any), correct details of PE and work to be executed etc. correctly against all columns;
- ii) In case contractor is registered under the Companies Act and applicant is other than Director then he should be holding valid Power of Attorney.
- iii) Original Form-V issued by PE
- iv) Demand Draft for license fees and security deposit payable in favour of Regional Labour Commissioner (Central), Ajmer along with duly filled central challan (in TR-6) duly signed by applicant in quadruplicate for each demand draft;
- v) Copy of Work Order;
- vi) Copy of Partnership Deed and in case of Company, the application should be accompanied with Memorandum of Association/Article of Association;

Note: 1. Application form complete in all respect shall be either personally delivered to the Licensing Officer or can be sent by Registered A.D. Post.

2. Contractors, may intimate Dy. Chief Labour Commissioner (Central), Ajmer for expediting/suitable action if they do not receive license nor any communication within a week.

3. Contractors are not required to visit office of Licensing Officer unnecessarily for obtaining license until and unless they have been specifically advised to appear in person. Appearance of contractors in the office of licensing officer for obtaining license by persuasion will be viewed seriously.

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**--END OF TENDER DOCUMENT--**