



ऑयल इंडिया लिमिटेड
(भारत सरकार का उद्यम)
Oil India Limited
(A Government of India Enterprise)

Conquering Newer Horizons

COVERING LETTER

M/s. _____

Sub: E-Tender No. **CNG4548L15** for Hiring of Consultancy Services to steer and supervise Exploratory Drilling Operations for OIL INDIA LIMITED in North-Eastern States of India including Mizoram.

Sir,

1.0 OIL INDIA LIMITED (OIL), a Government of India Enterprise having Navaratna status, is a premier E&P Company engaged in exploration, production and transportation of crude oil & natural gas with its Headquarters at Duliajan, Assam in India. Duliajan is well connected by Air and the nearest Airport is at Dibrugarh, which is about 50 km from Duliajan.

2.0 In connection with its drilling and exploration activities for hydrocarbons in the North-Eastern States of India, OIL's NEF Project, Duliajan invites ONLINE International Competitive Bids (ICB) through its e-Procurement portal: <https://etender.srm.oilindia.in/irj/portal> under Single Stage Two Bid System for the above services.

3.0 You are invited to submit your most competitive online bid on or before the scheduled bid closing date and time. For your ready reference, few salient points (covered in detail in this Bid Document) are highlighted below:

(i) IFB No./E-Tender No. : CNG4548L15 dated 08.08.2014

(ii) Type of Bidding : Online-Single Stage-2 (Two) Bid System

(iii) Tender Fee : Not Applicable

(iv) Bid Closing date & Time : 27th August, 2014 (11:00 HRS IST)

(v) Technical Bid Opening Date & Time: 27th August, 2014 (14:00 HRS IST)

(vi) Price Bid Opening Date & Time : Will be intimated only to the eligible/qualified Bidders nearer the time.

(vii) Bids to be addressed to : Bids must be uploaded online in OIL's e-procurement portal addressing to:
General Manager (NEF)
NEF Project, Oil India Limited,

E-Tender No. CNG454815

P.O.- Duliajan -786602, Assam, India.

- (viii) Bid Opening Place : Office of the General Manager (NEF)
NEF Project, Oil India Limited,
Duliajan -786602, Assam, India.
- (ix) Bid Security Amount : USD 15,000.00 **OR** INR 9,15,000.00
- (x) Amount of Performance Guarantee : 7.5% of the total cost evaluated for
one year contractual duration.
- (xi) Duration of the Contract : Two (2) Years from commencement with a
provision for further extension.
- (xii) Original Bid Security to be submitted to : GENERAL MANAGER (NEF)
NEF PROJECT, OIL INDIA LIMITED
DULIAJAN - 786 602, ASSAM, INDIA
- (xiii) Integrity Pact : Must be digitally signed & uploaded
along with the Techno-commercial Bid.

- 4.0 Tender Document will not be issued by Company in physical form. Only the eligible Bidders who have been short-listed by Company for this tender following EOI route are now requested to upload their most competitive Bids (Techno-commercial Bid as well as Priced Bid) on-line under single stage two bid system through OIL's e-Tendering Portal. The Bids can be uploaded by the bidders in OIL's e-tender portal using their User-ID & Password upto **11:00 hrs** (IST) (Server Time) on the **bid closing date** as mentioned above. The Techno-commercial Bids will be opened on the same day at **14:00 hrs** (IST) at the Office of General Manager (NEF), NEF Project, Oil India Ltd, Duliajan, Assam, India in presence of authorized representative of the bidders who choose to attend. The Priced/Commercial Bids of the technically qualified bidders only will be opened subsequently on a pre-determined date & time, which will be notified to all such bidders separately nearer the time.
- 4.1 However, if the above mentioned closing / opening day of the tender happens to be non-working day due to Bundh/Strike at Duliajan or any other reason, the bids will be received and opened on the following full working day at the same time.
- 4.2 Bids in the form of physical documents will not be accepted (except the Bid Security and Technical literatures, if any). Both the Bids viz; Techno-commercial Bid & Priced Bid should be submitted online on/or before the scheduled Bid Closing Date & Time.
- 4.3 The Original Bid Security (hard copy in physical form) must reach the office of the General Manager (NEF) at the above address on or before the scheduled bid opening time and date, otherwise the Bid will be rejected.
- 5.0 Bidders are requested to visit the area of operations prior to bidding to make them fully aware of and understand the topography, job involvement and logistics including environmental issues etc.
- 6.0 We now look forward to your active online participation against the tender.

Thanking you,

Yours faithfully,
OIL INDIA LIMITED

(U. N. JENA)
CHIEF MANAGER (MATERIALS)-NEF
FOR GENERAL MANAGER (NEF)

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.
- 1.1 Tender Document in physical form will not be issued by Company. The Bidders are requested to participate online through OIL’s Procurement portal <https://etender.srm.oilindia.in/irj/portal>. The details of the Tender can be viewed in OIL’s website www.oil-india.com and link to e-procurement portal has also been provided through this website.

A. BIDDING DOCUMENTS:

- 2.0 The services required, bidding procedures and contract terms are prescribed in this Bidding Document.
- 2.1 The bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all information required in the Bidding Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk & responsibility and may result in rejection of its bid.
- 3.0 **AMENDMENT OF BIDDING DOCUMENTS:**
- 3.1 At any time prior to the deadline for submission of bids, the Company may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by issuing an Addendum.

- 3.2 The Addendum, if any, will be uploaded in OIL's E-Tender Portal in the C-folder under the tab "Amendments to Tender Documents". Bidders shall also check from time to time the e-Tender portal [C-folder under the tab "Amendments to Tender Documents"] for any amendments to the bid documents before submission of their bids.
- 3.3 Such Addendum, if any, may also be communicated through letter/fax/e-mail in writing to all prospective Bidders to whom Company floated/issued the tender. 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.

B. PREPARATION OF BIDS

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

5.0 DOCUMENTS COMPRISING THE BIDS: The bid submitted by the Bidder shall comprise of the following components:

A: TECHNO-COMMERCIAL BID

- (i) Complete technical details of the services.
- (ii) Documentary evidence established in accordance with Clause 9.0 below.
- (iii) Bid Security furnished in accordance with Clause 10.0 below.
- (iv) Bio-data of Key Manpower (Appendix-II in PART-2)
- (v) Statement of compliance/Non-compliance as per Proforma-D & Proforma-E in PART-4
- (vi) Copy of Price bid *without indicating prices/rates* [Proforma-B in PART-4]
- (vii) Integrity Pact as per ANNEXURE-A to PART-4

B: PRICED/COMMERCIAL BID

- (i) Bid Form as per Proforma-C in PART-4.
- (ii) Duly filled up Price-Bid Format as per **Proforma-B** in PART-4.

6.0 BID FORM: The bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the Bid Document.

7.0 BID PRICE:

- 7.1 Unit prices must be quoted by the bidders, both in words and in figures. Currency of quote must be clearly mentioned.
- 7.2 Price/rates quoted by the successful bidder must remain firm during its performance of the Contract and is not subject to variation on any account whatsoever.
- 7.3 All Taxes (excluding Service Tax) including Corporate Income Taxes and other levies payable by the successful bidder under the Contract for which this Bidding Document is issued, shall be included in the rates, prices and total Bid Price quoted 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.

- 7.4 Service Tax: The quoted price shall be exclusive of Service Tax. Service Tax as applicable shall be on Company's account. However, liability for payment of the service tax in case of Indian bidder or overseas bidders having offices in India will lie on the Contractor, while in case of the foreign bidders who do not have any setup in India; the liability shall lie on the Company.

8.0 CURRENCIES OF BID AND PAYMENT:

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

9.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION:

As detailed in **PART-2**

10.0 BID SECURITY:

- 10.1 Pursuant to Clause 5.0 above, the Bidder shall furnish Bid Security in the amount as specified in the "Covering Letter".
- 10.2 The Bid Security is required to protect the Company against the risk of Bidder's conduct, which would warrant the security's forfeiture, pursuant to Sub-Clause 10.8 below.
- 10.3 The Bid Security shall be denominated in the currency of the bid or another freely convertible currency and shall be in one of the following form:
- (a) A bank guarantee or irrevocable Letter of Credit issued by a scheduled Indian bank or by a foreign bank through its Indian branch, in the form provided vide **Proforma-H** in **PART-4** or another form acceptable to the Company and valid for 30 days beyond the validity of the bids.
 - (b) A cashier's cheque or demand draft **drawn on 'Oil India Limited' and payable at Duliajan, Assam.**
- 10.4 The Original Bid Security (in hard copy) as above must reach the office of General Manager (NEF), NEF Project, Oil India Ltd, Duliajan -786602, Assam, India on or before the scheduled bid opening time and date, otherwise the Bid will be rejected. Bidders may send their bid security by Registered Post or by Courier Services or drop in the Tender Box placed at the Office of the General Manager (NEF) on or before 2:00 PM on the scheduled date of the technical bid opening of the tender. Company shall not be however responsible for any postal delay/transit loss. Timely delivery of the bid security is the responsibility of the Bidder.

The original **Bid Security** is to be submitted alongwith a covering letter mentioning Bidder's name and address in a sealed envelope super-scribing the e-Tender Number, description of work & due date of opening and shall be addressed to:

GENERAL MANAGER (NEF)
OIL INDIA LIMITED
NEF PROJECT
DULIAJAN, ASSAM – 786602

A scanned copy of this document should also be uploaded online alongwith the un-priced Techno-commercial bid documents.

- 10.5 Any bid not secured in accordance with Sub-Clause 10.1, 10.3 and/or 10.4 shall be rejected by the Company as non-responsive.
- 10.6 Unsuccessful Bidder's Bid Security will be discharged and/or returned within 30 days of expiry of the period of bid validity.
- 10.7 Successful Bidder's Bid Security will be discharged upon the Bidder's signing of the contract and furnishing the Performance Security.
- 10.8 The Bid Security may be forfeited:
- (a) If any Bidder withdraws or modifies their bid during the period of bid validity (including any subsequent extension) specified by the Bidder on the Bid Form,
- or
- (b) If a successful Bidder fails or refuses:
- i) To accept the LOA issued by Company within the period of bid validity and/or sign the contract within reasonable time or as notified in the LOA.
- ii) To furnish Performance Security.
- iii) To mobilize and/or to commence the assigned jobs within stipulated time frame.

11.0 PERIOD OF VALIDITY OF BIDS:

- 11.1 Bids shall remain **valid for 180** days after the date of bid opening prescribed by the Company.
- 11.2 In exceptional circumstances, the Company may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing. The bid Security provided under Clause 10.0 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.

C. SUBMISSION OF BIDS

- 12.0** Bidders are requested to examine all instructions, forms, terms and specifications in the bid document. Failure to furnish all information required as per the bid document or submission of offers not substantially responsive to the tender in all respect will be at the bidders' risk and may result in rejection of its bid without seeking clarifications.
- 13.0** This Tender is being processed according to a Single stage - Two bid procedure. Offer comprising of "**Techno-commercial Bid**" and "**Priced Bid**" should be prepared separately and uploaded online carefully in places as respectively assigned for the purpose in the system in e-procurement portal.
- 13.1 Bidder has to submit both their bids i.e., "TECHNO-COMMERCIAL" and "PRICED" through electronic form only in the OIL's e-Tender portal within the Bid Closing Date**

and Time stipulated in the e-Tender. The Techno-commercial Bid is to be uploaded in the “c-folder” as per the Scope of Work and Technical Specifications mentioned in this tender. The rates shall be quoted in the Priced Bid per unit as specified in the “Price Bidding Format” attached just below the “Tendering Text” in the main bidding engine of OIL’s e-Tender Portal. The rates quoted in the “Price Bidding Format” will only be considered for evaluation.

- 13.2 **During Technical Bid opening, only the Collaboration Folder (c-Folder) will be opened. Therefore, the bidder should ensure that Techno-commercial bid is uploaded in the c-Folder link (collaboration link) under Un-priced Bid Tab page only. No price/rate/cost details should be given in above c-Folder, otherwise the offer will be rejected. Please go through the help document provided in OIL’s e-Portal, in detail before uploading the document.**
- 13.3 The bid and all uploaded documents must be digitally signed by duly authorized representative of the bidding company using “Class 3” digital signature certificate [e-commerce application (Certificate with personal verification and Organization name)] as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India.
- 13.4 The authenticity of above digital signature shall be verified through authorized CA after bid opening. If the digital signature used for signing is not of “Class -3” with Organizations name, the bid will be rejected.
- 13.5 Bidder is responsible for ensuring the validity of digital signature and its proper usage by their employee.
- 13.6 The offer should contain complete specifications/details of services offered. A scanned copy of Bid Security as mentioned in Clause 10.0 above should be submitted with the Techno-commercial Bid in the c-folder.
- 13.8 All the conditions of the contract to be signed with the successful bidder are given in various Sections of this document. Bidders must state their compliance to clauses of BRC as per **Proforma-D** and non-compliance, if any, to other terms of Tender as per **Proforma-E** provided in **PART-4**. This should be uploaded with the techno-commercial bid.
- 13.9 Integrity Pact: OIL shall be entering into an Integrity Pact with the bidders as per format enclosed. This Integrity Pact proforma (**ANNEXURE-A** in PART-4) has been duly signed digitally by OIL’s competent signatory. This proforma has to be returned/uploaded by the bidder (alongwith their techno-commercial bid in c-folder) duly signed digitally by the same signatory who signs the bid i.e., who is duly authorized to sign the bid. Any bid not accompanied by the duly signed (digitally) Integrity Pact Proforma shall be rejected. 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.
- 13.10 Timely submission of the bids is the responsibility of the Bidder.

14.0 INDIAN AGENTS:

Foreign Bidders are requested to clearly indicate in their quotation whether they have any agent in India. If so, the bidders should furnish the name and address of their agents and state clearly whether these agents are authorized to receive any commission, particularly against this contract. The rate of the commission, if any, which would be payable to Agent in non-

convertible Indian currency according to Import Trade Regulation of India should be included in the prices/ rates quoted by the bidder and the same must be clearly highlighted in the Bids. Unless otherwise specified, it will be assumed that agency commission is not involved in the particular bid. Further, Bidders are requested to quote directly and not through their agents in India. Moreover, one Indian Agent cannot represent more than one foreign bidder against the tender. In case an Indian agent represents more than one foreign bidder against the tender, then Bids of such foreign bidders shall be rejected.

15.0 DEADLINE FOR SUBMISSION OF BIDS:

Bids must be uploaded online not later than 11:00 Hrs. (Indian Standard Time) (Server time) on the bid closing date mentioned in the "Covering Letter".

16.0 MODIFICATION AND WITHDRAWAL OF BIDS:

- 16.1 The Bidder after submission of bid may modify or withdraw its bid by written notice prior to bid closing.
- 16.2 The Bidder's modification or withdrawal notice must be submitted in writing (either by e-mail/fax/courier/registered post) so as to reach the office of the General Manager (NEF), NEF Project, Oil India Limited, Duliajan-786602, Assam, India before the deadline for submission of bids. Bidder can upload their correct/revised bids within the stipulated bid closing date and time. Maintaining sufficient time gap to withdraw the bids for modifications and to resubmit the bids after necessary corrections/ modifications within the scheduled bid closing date and time is the sole risk and responsibility of Bidder. Company shall not be responsible for any subsequent non-submission of revised bid and/or delayed delivery/late receipt of such requests/notices for whatsoever reasons.
- 16.3 No bid can be modified subsequent to the deadline for submission of bids. Post tender modification(s) of bid by any bidder within the period of its bid validity will lead to rejection of such offer and forfeiture of bidder's Bid Security in full. Such modification (s) may also call for debarment of the bidder as mentioned above.
- 16.4 No bidder shall be permitted to withdraw their bid after its opening till expiry of bid validity including extended validity, if any. Such withdrawal will make the bidder liable to forfeit their Bid Security in full and be debarred them from participating against OIL's future tenders at the sole discretion of the Company and the period of debarment in no case shall be less than two (2) years.

17.0 EXTENSION OF BID SUBMISSION DATE:

- 17.1 Normally no request for extension of Bid Closing Date & Time will be entertained. However, Company reserves the right to extend the Bid Closing Date and/or Time due to any reason(s) at its option to which bidders will not have any objection.
- 17.2 In case of receipt of only one Bid on the scheduled Bid Closing Date and Time, Company may extend the Bid Closing /Opening Date by about 2(two) weeks. However, the bidder whose bid has been received within the bid closing date and time, will not be allowed to revise their Bid/prices. Withdrawal of such Bid is also not permitted.

18.0 BID OPENING AND EVALUATION:

- 18.1 Company will open the Bids in presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Covering Letter. However, an authorization letter 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.
- 18.2 Bid for which an acceptable notice of withdrawal is received pursuant to Clause 16.0 above shall be returned unopened. 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.
- 18.3 At bid opening, Company will announce the Bidder's names, written notifications of bid modifications or withdrawal, if any, submission of requisite Bid Security and such other details as the Company may consider appropriate.
- 18.4 Company shall prepare, for its own records, minutes of bid opening including the information disclosed to those present in accordance with the Sub-Clause 18.3 above.
- 18.5 To assist in the examination, evaluation and comparison of bids the Company may at its discretion, ask the Bidder for clarifications of its bid. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.
- 18.6 Prior to the detailed evaluation, Company will determine the substantial responsiveness of each bid to the requirement of the Bidding Documents. For purpose of these paragraphs, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bidding Document without material deviations or reservation. A material deviation or reservation is one which affects in any substantial way the scope, quality, or performance of work, or which limits in any substantial way, in-consistent way with the bidding 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.
- 18.7 A Bid determined as not substantially responsive will be rejected by the Company and may not subsequently be made responsive by the Bidder through correction of the non-conformity.
- 18.8 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.

19.0 OPENING OF PRICE BIDS:

- 19.1 Company will open the Price Bids (Commercial Bids) of the technically qualified Bidders only, on a specific date in presence of interested qualified bidders, if they attend. All such qualified Bidders will be intimated about the bid opening date & time in advance.
- 19.2 The Company will examine the Price/rates quoted by the Bidders to determine whether they are complete, any computational errors have been made, the documents have been properly signed, and the bids are generally in order.

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

20.0 CONVERSION TO SINGLE CURRENCY: While evaluating the bids, the closing rate of exchange declared by the 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 and the bids will then be compared to ascertain inter-se-ranking. 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.

21.0 EVALUATION AND COMPARISON OF BIDS: The Company will evaluate the bids as per **PART-2** of the bidding document and the Price Bids of technically qualified Bidders will be calculated based on the rates quoted in the Price Bid Format [i.e., **Proforma-B in PART-4**] and compare the same on total evaluated value of bids to ascertain inter-se-ranking of Bidders.

22.0 LOADING OF FOREIGN EXCHANGE: There would be no loading of foreign exchange for deciding the inter-se-ranking of domestic bidders.

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

22.2 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.

23.0 CONTACTING THE COMPANY:

23.1 Except as otherwise provided in Clause 18.5 above, no Bidder shall contact Company on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded.

23.2 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

24.0 AWARD CRITERIA: The Company will award the Contract to the successful Bidder whose bid is determined to be substantially responsive and commercially evaluated to be the lowest, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

25.0 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.

26.0 NOTIFICATION OF AWARD:

- 26.1 Prior to the expiry of the period of bid validity or extended validity, the Company will notify the successful Bidder in writing by registered letter or by e-mail/ fax (to be confirmed in writing by registered/couriered letter) that its bid has been accepted.
- 26.2 The notification of award will constitute the formation of the Contract.
- 26.3 Upon the successful Bidder's furnishing of Performance Security pursuant to Clause 28.0 below the Company will promptly discharge the Bid Security of unsuccessful bidders, pursuant to Clause 10.0, PART-1 hereinabove.

27.1 SIGNING OF CONTRACT:

- 27.2 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 Bidding Documents, alongwith the General & Special Conditions of Contract, Technical Specifications, Schedule of Rates incorporating all agreements between the parties in duplicate.
- 27.2 Within 15 days of receipt of the contract document, the successful Bidder shall sign and date the contract and return one set to the Company.

28.0 PERFORMANCE SECURITY:

- 28.1 Within 15 days of the receipt of notification of award from the Company the successful Bidder shall furnish the Performance Security for an amount specified in the "Covering Letter" as per the **Proforma-F in PART-4** or in any other format acceptable to the Company and must be in the form of a bank guarantee or irrevocable Letter of Credit issued by a scheduled Indian bank or by a foreign bank through its Indian branch. 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.
- 28.2 The performance security specified above must be valid for three (3) months beyond the contractual duration to lodge claim, if any, after the date of expiry of the tenure of the contract. The same will be discharged by Company not later than 30 days following its expiry.
- 28.3 The Performance Security will not accrue any interest during its period of validity or extended validity.
- 28.4 Failure of the successful Bidder to comply with the requirements of Clause 27.0 or 28.0 herein above shall constitute sufficient grounds for annulment of the award and forfeiture of the Bid Security.

29.0 BIDDERS' AWARENESS ON THE COMPLETE REQUIREMENT OF THE SERVICES UNDER THE CONTRACT:

- 29.1 Bidders in their own interest are advised to visit Company office at Duliajan (Assam), India or gather information for preliminary assessment for preparing their bids and for subsequent execution of the contract. However all expenses of the personnel including but not limited to their to and fro fares, boarding, lodging etc. to Duliajan shall be to bidder's account.

- 29.2 Local Conditions: It is imperative for each Bidder to fully inform themselves of all Indian as well as local conditions, factors and legislation which may have any effect on the execution of the work covered under the Bid Document. The bidders shall be deemed prior to submitting their bids to have satisfied themselves as to the circumstances at the Site, including without limitation, the ground and logistic issues, the form and nature of the Site and the climate and hydrological conditions of the Site and obtained for themselves all necessary information as to the risks, contingencies and all other circumstances, which may influence or affect the Contract price and its obligations under the Contract.
- 29.3 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 to be executed under this contract.

30.0 LIQUIDATED DAMAGES FOR DEFAULT IN TIMELY MOBILISATION:

- 30.1 Time is the essence of this Contract. In the event of Bidder's default in timely mobilization at site within the stipulated period, the Bidder shall be liable to pay liquidated damages at the rate of 0.5 % (half percent) of the total evaluated value of the contract per week or part thereof of delay subject to maximum of 7.5% (seven & half percent). Liquidated Damages will be reckoned from the date after expiry of the scheduled date of Mobilization as to be notified by Company through Letter of Award of Contract or per separate mobilization notice to Contractor. Company shall recover from the Contractor the agreed liquidated damages at the pre-determined rate as above and not by way of penalty.
- 30.2 The Company also reserves the right to cancel the Contract without any compensation whatsoever in case of failure by the successful bidder to mobilize or submit PBG within the stipulated period.
- 31.0 **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.

32.0 MOBILIZATION ADVANCE PAYMENT:-

Request for mobilization advance payment shall not be considered.

33.0 INTEGRITY PACT:

- 33.1 OIL shall be entering into an Integrity Pact with the Bidders as per format enclosed vide Annexure-A of the Bid Document. The Integrity Pact proforma has been digitally signed by OIL's competent signatory. The Proforma has to be returned/uploaded by the bidder (along with the techno-commercial Bid) duly (digitally) signed by the same signatory who signs the Bid i.e. who is duly authorized to sign the Bid. All pages of the Integrity Pact need to be uploaded by the bidder and any Bid not accompanied by the Integrity Pact Proforma (digitally signed) shall be rejected straightway.
- 33.2 OIL has appointed Shri N. Gopaldaswami, Ex-CEC and Shri R. C. Agarwal, IPS (Retd.) as Independent Monitors (IEMs) for a period of 3 (three) years to oversee implementation of Integrity Pact in OIL. Bidders may contact the Independent Monitors for any matter related to the IFB.

END OF PART – 1

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PART-2

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

I. BID REJECTION CRITERIA:

The bid shall conform generally to the specifications and terms and conditions given in the bidding documents. Bids shall be rejected in case the services offered do not conform to the required parameters stipulated in the technical specifications. Notwithstanding the general conformity of the bid(s) to the stipulated specifications, the following requirements will have to be particularly met by the Bidders without which the same will be considered as non- responsive and rejected.

A. TECHNICAL:

1.0 Bidder's Experience:

1.1 The bidder must have continuous experience of minimum 5 years in providing on-site Key Drilling Manpower Services in oil & gas well drilling (in India or abroad) reckoned from techno-Commercial Bid closing date. The Key Drilling Manpower refers to deployment of Drilling consultants /drilling superintendents, Tool/Tour pushers, etc. in an oil & gas drilling well round the clock i.e. 24x7 basis.

1.2 In support of Bidder's experience as aforesaid, documentary evidences viz; copies (complete set) of LOA/copies of contracts/work orders and completion certificates/ job cards issued by clients showing detailed scope of work carried out, well details, well locations, clients' name etc. should be submitted alongwith the techno-commercial bid.

2.0 Experience of Bidder's Personnel:

2.1 The key personnel (i.e. Drilling Consultants) to be deployed by the Contractor/ Service Provider against this tender must be graduate in engineering having at least ten (10) years of overall experience in oil & gas drilling wells. During the period of three years preceding the bid (techno-commercial) closing date, the proposed Drilling Consultant(s) must have worked independently as Drilling Consultant /Drilling Superintendent / Drilling Supervisor in oil & gas drilling wells & have completed at least two wells (minimum of 3000 m depth each).

2.2 The proposed Drilling Consultants must not be of above sixty (60) years of age as on the Technical Bid Closing Date of this tender and must possess a valid well control certificate (IWCF-supervisory level) throughout the duration of the contract. The incumbent should be conversant with well control methods to take independent decisions in case of well emergencies and must be fluent in written and spoken English.

2.3 In support of experience as above, Bidder should submit the complete bio-data including the work experience of their proposed personnel together with a copy of valid well control certificate, alongwith the techno-commercial Bid.

3.0 Financial Criteria:

3.1 Bidder's average annual financial turnover as per audited Annual Reports during the last three (3) accounting years as on the Bid Closing Date shall be Minimum INR 2.75 Crore (or US\$ 0.45 Million).

3.2 In support of financial criteria as above, Bidder should submit copies of Audited balance sheets and profit & loss accounts for the last three (3) accounting years, preceding the Technical Bid Closing Date of this Tender. In lieu of audited Balance Sheets and Profit & Loss Accounts as above, Bidder can submit a duly authenticated Chartered Accountants' Certificate as per APPENDIX-III attached herein.

4.0 Mobilization: Offers indicating mobilization time more than **fifteen (15) days** from the date of issue of Letter of Award (LOA) by Company will be summarily rejected. Bidders are advised to indicate the best mobilization schedule in their bid.

5.0 DOCUMENTS/INFORMATIONS:

Bidder must furnish the following documentary evidences, alongwith their Technical Bid, in support of fulfilling the aforesaid BRC requirements.

- (a) **Bidder's Experience:** Statement (As per Appendix-I below) to be furnished by the bidder in a tabular form for the last five (5) years upto the technical bid closing date together with copies of relevant LOA/ contracts/work-orders & completion certificates/payment certificates or any other document issued by various clients that can substantiate the satisfactory execution of contract of similar nature. (Ref. clause No. 1.1 & 1.2 above).
- (b) **Resume/Bio-data** (As per Appendix-II below) of the **Drilling Consultants** proposed to be deployed for the services with relevant work experience. Copies of certificates in regard to their educational qualification & valid IWCF should also be furnished. (Ref. clause No. 2.1, 2.2 & 2.3 above).
- (c) **Statement** (As per Appendix-III below) to be furnished together with copies of Audited balance sheets & profit and loss accounts or Chartered Accountants' Certificate for the last three (3) accounting years, preceding the Technical Bid Closing date of this Tender. (Ref. Clause No. 3.1 & 3.2 above)
- (d) Bidder to confirm Mobilization within 15 days of LOA/Mobilisation Notice as per clause No. 4.0 above.

Note: 1. Bids without the above listed documents or information shall be rejected.

2. OIL also reserves the right to verify the original documents.

B. COMMERCIAL:

- 1.0 Bids shall be submitted online under single stage two bid systems i.e. Techno-commercial (un-priced) Bid and Priced Bid separately as explained in details in this Tender Document. Bids not conforming to this system shall be rejected outright.
- 2.0 Bidder shall offer firm prices. Price/Rates quoted by the successful bidder must remain firm throughout the execution of the Contract including extension period, if any and not subject to variation on any account.
- 3.0 Bids with shorter validity (i.e., less than 180 days from the scheduled techno-commercial bid closing date) will be rejected as being non-responsive.
- 4.0 The original Bid Security shall be submitted in hard copy by the bidders in the office of the General Manager (NEF), NEF Project, Oil India Limited, Duliajan – 786602, ASSAM, India in a sealed envelope before the Techno-commercial Bid Opening Date and Time. However, a scanned copy of the Bid Security may also be uploaded as a part of the Techno-commercial Bid in OIL's E-portal. The amount of Bid Security shall be as specified in the forwarding letter of the Bid Document. Any Bid received without proper Bid Security as above shall be rejected.
- 5.0 The Integrity Pact must be submitted with the Techno-commercial Bid, digitally signed by the same signatory who signs the Bid i.e. who is duly authorized to sign the Bid. Any Bid not accompanied by the Integrity Pact duly signed by the bidder shall be rejected straightway.

- 6.0 Bids not uploaded online in OIL's e-procurement portal within the stipulated bid closing date and time, but submitted in other forms shall not be considered.
- 7.0 Conditional offers will not be considered for award of contract, but will be rejected straightway.
- 8.0 Bidders shall bear, within the quoted rates, the corporate tax as applicable on the income from the contract and the personal tax as applicable in respect of their personnel & Sub-Contractor's personnel, arising out of execution of the contract.
- 9.0 Bidders must quote clearly and strictly in accordance with the price schedule outlined in "Price Bid Format" i.e, **PROFORMA-B** in PART-4; otherwise the Bid will be summarily rejected.
- 10.0 The bid documents are not transferable. Offers made by bidders who have not been short-listed/invited by Company for this tender shall be rejected.
- 11.0 Indian Agents: Either the Indian Agent on behalf of their Principal/OEM or the Principal/OEM itself can bid, but both cannot bid against this Tender. If an Indian Agent uploads bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM against this Tender.
- 12.0 Bidder must accept and comply with the following clauses as given in the Bid Document in toto, failing which bid will be rejected.
- (i) Bid Security Clause
 - (ii) Performance Guarantee Clause
 - (iii) Force Majeure Clause
 - (iv) Tax Liabilities Clause
 - (v) Arbitration Clause
 - (vi) Acceptance of Jurisdiction and Applicable Law
 - (vii) Liquidated damage and penalty clause
 - (viii) Safety & Labour Law
 - (ix) Termination Clause
 - (x) Integrity Pact

C. GENERAL:

- 1.0 **PROFORMA-D & E:** The Compliance Statements should be digitally signed and uploaded alongwith the un-priced techno-commercial bid. In case bidder takes exception to any clause of the tender document not covered under BEC/BRC, then the Company has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw/modify the deviations when/as advised by 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 except BRC (no clarifications will be sought on any of the BRC clauses) and such clarifications must be received on or before the deadline given by the Company, failing which the offer will be summarily rejected.
- 3.0 If any of the clauses in the BRC contradicts with other clauses of the Bid Document elsewhere, then the clauses in the BRC shall prevail.

II. BID EVALUATION CRITERIA (BEC):

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

- 1.0 In the event of computational error between unit price and total amount, the quoted unit price shall prevail and the total amount will be corrected accordingly for adoption in bid evaluation. Similarly, in the event of discrepancy between rates quoted in words and in figures, the unit rates quoted in words will prevail.
- 2.0 For evaluation of the bids, B.C Selling (market rate) of State Bank of India prevailing one day prior to the price bid opening will be considered. Where the time lag between the price bid opening and final decision exceeds three months, the rate of exchange prevailed on the date prior to the date of final decision will be adopted for conversion in to single currency
- 3.0 To ascertain the inter-se-ranking, comparison of the responsive bids submitted by the technically qualified bidders only will be made subject to loading for deviations, if any.
- 4.0 The Commercial Bids shall be evaluated and compared based on the rates quoted in the PRICE BID FORMAT as per enclosed PROFORMA-B. It is, however, to be clearly understood that the assumptions made in respect of parameters/ No. of days etc. in the PRICE BID FORMAT (PROFORMA-B) are purely tentative and valid for bid evaluation purpose only. The Contractor will be paid on the basis of actual utilization during the currency of the contract.
- 5.0 Bid in which the rate for any part of the work is not quoted shall be rejected, being incomplete. Therefore, the Bidder must mention “**NIL RATE**” against all such items of their bid where no charge is involved/envisaged by the bidder.

APPENDIX-I

Experience Statement of Bidder/Service Provider

Experience in providing the Key Drilling Manpower Services in oil & gas drilling well during last five (5) years preceding techno-commercial bid closing date of the tender.

Sl. No.	Contract No.	Name & contact details of client	Place of Operation	Details of Rig for which personnel were hired	Start date of contract	End date of contract
1						
2						

3						
4						
5						
6						

N.B: Please add rows & extra sheets if required.

APPENDIX-II

FORMAT FOR BIO-DATA OF PERSONNEL

1. NAME
2. ADDRESS
3. DATE OF BIRTH
4. FATHER'S NAME
5. NATIONALITY
6. PASSPORT NO. AND VALIDITY (In Case Of Expatriate)
7. EDUCATIONAL QUALIFICATIONS:

Sl. No.	Course completed	School/ College/ University	Year of Passing	Division/ Rank
01.				
02.				

(N.B: Please add rows if required)

8. JOB EXPERIENCE IN REVERSE ORDER:

Duration of Service		Post/Position Held	Name of the Employer	Nature of Job	
From	To				

(N.B: Please add rows if required)

9. WORKING EXPERIENCE AS DRILLING CONSULTANT /DRILLING SUPERINTENDENT / DRILLING SUPERVISOR IN OIL & GAS DRILLING WELLS:

Period		Name of the Employer	Place of operation	Details of Rig for which worked	Well Depth & nature of the well
From	To				

(N.B: Please add rows if required)

10. DETAILS OF WELL CONTROL CERTIFICATE (IWCF-SUPERVISORY LEVEL)

- a. CERTIFICATE NO. :
- b. CERTIFICATE ISSUE DATE :
- c. CERTIFICATE EXPIRY DATE :

NOTE: Please attach copies of documents to proof Identity, Date of Birth, Professional Qualification & IWCF certificate.

Signature and seal of the Bidder:

Name & Designation of Bidder:

APPENDIX – III

Financial Statement of BIDDER/CONSULTANT

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 Vendor/Bidder) for the last three (3) accounting years upto 31st March, 2014 /31st December, 2013 (Strike-out whichever is not applicable) are correct.

YEAR	TURN OVER In INR (₹) Crores or US \$ Million)	NET PROFIT In INR (₹) Crores or US \$ Million)

Rate of Conversion (if used any) : USD 1.00 = INR.....

Place:

Date:

Seal:

Membership Code/ Registration No. :

Signature

END OF PART – 2

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PART-3

SECTION-I

GENERAL TERMS & CONDITIONS OF CONTRACT

- 1.0** **DEFINITIONS:** In the contract, the following terms shall be interpreted as respectively assigned below:
- 1.1 "**The Contract**" means agreement entered into between Company and Contractor/ Consultancy Firm, as recorded in the contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;
- 1.2 "**The Contract Price**" means the price payable to the Contractor/Service Provider under the contract for the full and proper performance of its contractual obligations;
- 1.3 "**The Work**" means each and every activity required for the successful performance of the services described under Scope of Work/Terms of Reference/Technical Specifications in Section-II, Part-3.
- 1.4 "**Services**" means the work specified in **Section-II, Part-3** and all other obligations to be complied with by the Contractor pursuant to and in accordance with the terms of this contract.
- 1.5 "**Company**" or "OIL" means Oil India Limited and its executors, successors, administrators and assignees;
- 1.6 "**Contractor**" or "**Service Provider**" or "**Consultant**" means the firm/individual performing the work under this Contract and its executors, successors, administrators and assignees;
- 1.7 "**Contractor's Personnel**" mean the personnel to be engaged by the Contractor/ Service Provider/Consultant to provide services as per the contract.
- 1.8 "**Company's Personnel**" mean the personnel to be engaged by OIL or OIL's Contractor (other than the contractor executing this contract). The Company representatives of OIL are also included in the Company's personnel.
- 1.9 "**Company's Items**" means the equipment, materials and services, which are to be provided by Company/Contractor at the expense of Company.
- 1.10 "**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 willful & 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.

2.1 EFFECTIVE DATE, MOBILISATION, COMMENCEMENT & DURATION OF CONTRACT:

2.2 **EFFECTIVE DATE:** The contract shall become effective as on the Date Company notifies Contractor in writing (through Letter of Award/Intent) that it has been awarded the contract. Such date of notification of award of Contract will be the **Effective Date** of Contract.

2.3 **MOBILISATION TIME:** Contractor shall mobilize their personnel for performing the services to designated well in Mizoram or any of the North-eastern states of India where the Company is operating as under:

- a) Personnel within **fifteen (15) days** from the date of initial Mobilization Notice and/or within **five (5) days** from the date of interim re-mobilization notice issued by the Company.

(Note: Interim de-mobilization & re-mobilization for personnel will be applicable as per the discretion of the Company)

Mobilization shall be deemed to be completed when Contractor's personnel reaches the designated location to commence/undertake the assigned jobs as envisaged under the Contract and specified in the scope of work.

2.3 **COMMENCEMENT DATE:** The date on which the initial mobilization is completed in all respects at the very first designated site/location shall be treated as the **date of commencement** of this Contract.

2.4 **DURATION OF CONTRACT:** The Contract shall be initially valid for a period of **Two (2) years** from the date of its Commencement. However, Company reserves the option to extend the contractual duration by a further period of maximum one year on same rates, terms & conditions. Notwithstanding the date of contractual expiry as above, if drilling operation is in progress in a particular well and validity of contract expires, it will be obligatory on the part of the Contractor to continue Services as usual till completion/abandonment of that particular well, unless specifically directed otherwise by the Company in writing.

2.5 **AREA OF DEPLOYMENT / OPERATION:** Though the services under this contract are planned to be performed primarily in the State of Mizoram, Company reserves the right to engage the Contractor for providing their Services, during the tenure of contract, anywhere in its other operational areas in any of the North-Eastern States of India on same rates, terms & conditions.

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 & Technical Specifications" (Section-II of Part-3) in most economic and cost effective manner.

3.2 Except as otherwise provided in the “Terms of Reference & Technical Specifications” and the special Conditions of the contract provide all labour as required to perform the work.

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

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

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

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

4.1 Pay Contractor in accordance with terms and conditions of the contract.

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

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

PERSONNEL TO BE DEPLOYED BY CONTRACTOR:

5.1 Contractor/Service Provider undertakes that they will provide competent, qualified and sufficiently experienced personnel as per terms of agreement to perform the work correctly & efficiently and shall ensure that such personnel observe all applicable statutory safety requirements as well as the requirements of Company in a professional manner. Upon Company’s written request, Contractor, entirely at their own expense, shall remove immediately, from assignment to the work, any personnel of the Contractor determined by the Company to be unsuitable & shall promptly replace such personnel with personnel acceptable to the Company without affecting Company’s work.

5.2 The Contractor/Service Provider shall be solely responsible throughout the period of this contract for providing all requirements of their personnel. Company shall have no liability or responsibility in this regard, except for providing lodging, boarding and preliminary first-aid facilities Contractor’s personnel as available at site.

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

6.0 WARRANTY AND REMEDY OF DEFECTS:

6.1 Contractor warrants that they shall perform the work in a first class, workmanlike, and professional manner and in accordance with the highest degree of quality, efficiency and current state of the art technology/oil field practices and in conformity with all specifications, standards and drawings set forth or referred to in the Terms of Reference and with instructions and guidance which Company may, from time to time, furnish to the Contractor.

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 the purposes of such performance.

- 7.2 Contractor shall not, without Company's prior written consent, make use of any document or information except for purposes of performing the contract.
- 7.3 Any document supplied to the Contractor in relation to the contract other than the Contract itself remain the property of Company and shall be returned (in all copies) to Company on completion of Contractor's performance under the Contract if so required by Company. All information obtained by Contractor in the conduct of operations and the information/maps provided to the Contractor shall be considered confidential and shall not be divulged by Contractor or its employees to anyone other than the Company's personnel. This obligation of Contractor shall be in force even after the termination of the contract.

8.0 TAXES:

- 8.1 Tax levied as per the provisions of Indian Income Tax Act and any other enactment/rules on income derived/payments received under this contract will be on Contractor's account.
- 8.2 Contractor shall be responsible for payment of personal taxes, if any, for their personnel deployed in India.
- 8.3 The Contractor shall furnish to the Company, if and when called upon to do so, relevant statement of accounts or any other information pertaining to work done under this contract for submitting the same to the Tax authorities, on specific request from them. Contractor shall be responsible for preparing and filing the return of income etc. within the prescribed time limit to the appropriate authority.
- 8.4 Prior to start of operations under the contract, the Contractor shall furnish the Company with the necessary documents, as asked for by the Company and/or any other information pertaining to the contract, which may be required to be submitted to the Income Tax authorities at the time of obtaining "No Objection Certificate" for releasing payments to the Contractor.
- 8.5 Tax clearance certificate for personnel and corporate taxes shall be obtained by the Contractor from the appropriate Indian Tax authorities and furnished to Company (if asked for) within six (6) months of the expiry of the tenure of the contract or such extended time as the Company may allow in this regard.
- 8.6 Corporate income tax will be deducted at source from the invoice at the specified rate of income tax as per the provisions of Indian Income Tax Act as may be in force from time to time.
- 8.7 Corporate and personnel taxes on Contractor shall be the liability of the Contractor and the Company shall not assume any responsibility on this account.
- 8.8 **Service Tax:** Service Tax if applicable any and/or levied on payments against this contract shall be paid extra by Company at actual to Contractor.

9.0 INSURANCE:

- 9.1 The Contractor shall arrange insurance to cover all risks in respect of their personnel and property during the currency of the contract.

10.0 CHANGES:

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

11.0 FORCE MAJEURE:

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

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

11.3 Should "force majeure" condition as stated above occurs and should the same be notified within seventy two (72) hours after its occurrence the "force majeure rate" shall apply for the first fifteen days. Either party will have the right to terminate the contract if such "force majeure" condition continues beyond fifteen (15) successive 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 period unless otherwise agreed to. Time for performance of the relative obligation suspended by the "Force Majeure" shall then stand extended by the period for which such cause lasts.

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 or extension, if any, 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 para 11.0 above.

12.3 **TERMINATION ON ACCOUNT OF INSOLVENCY:** In the event that the Contractor at any time during the term of this 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 this 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 this Contract by giving fifteen (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 are transferred or assigned without the Company's consent, the Company may at its absolute discretion, terminate this Contract.
- 12.6 If at any time during the term of this Contract, unavailability of Contractor's personnel resulting in Contractor being unable to perform their obligations hereunder for a period of fifteen (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 fifteen (15) days written notice to the Contractor due to any other reason not covered under the above clause from 12.1 to 12.6 and in the event of such termination the Company shall not be liable to pay any cost or damage to the Contractor except for payment of services as per the Contract upto the date of termination.
- 12.8 **CONSEQUENCES OF TERMINATION:** In all cases of termination herein set forth, the relative obligations of the parties to the Contract shall be limited to the period upto 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.
- 12.11 Demobilization charges in the event of termination under clause 12.3, 12.4, 12.5 and 12.6 will not be payable. Further, demobilization charges will not also be payable under clause 12.7 if termination is due to Contractor's default.
- 13.0 SETTLEMENT OF DISPUTES AND ARBITRATION:**
All disputes or differences whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of this contract or the breach thereof shall be settled by arbitration in accordance with the Rules of Indian Arbitration and Conciliation Act, 1996. The venue of arbitration will be Guwahati/New Delhi. The award made in pursuance thereof shall be binding on the parties.

14.0 NOTICES:

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

<u>Company</u>	<u>Contractor</u>
General Manager (NEF)	M/s.
NEF Project
OIL INDIA LIMITED
DULIAJAN - 786602
ASSAM, INDIA
Tel No. +91-374-2801798
Fax No. +91-374-2801799
Email : nef@oilindia.in

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

15.0 SUBCONTRACTING:

Service Provider shall not subcontract or assign, in whole or in part, its obligations to perform under this contract, except with Company's prior written consent. Company reserves the right to refuse any such request if in the opinion of Company such subcontracting is unacceptable/un-desirable. However, in case approval is obtained in writing from Company for subletting any part of the services under this contract, Contractor shall be fully responsible for quality performance of such services and complete execution of all the services in persistent with the terms of 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 generated by them and leave the whole of the site clean and in workmanlike condition to the satisfaction of the Company.

16.4 Contractor's 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 at the rate of 0.5% (half percent) of the total contract value per week or part thereof of delay subject to maximum of 7.5% (seven & half percent). Liquidated Damages will be reckoned from the date after expiry of the scheduled mobilization period till the date of commencement of Contract as defined in Clause No. 2.0 of Section – I of Part-3.

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

18.0 PERFORMANCE SECURITY: The Contractor shall furnish to Company a Bank Guarantee equivalent to 7.5% (seven and half percent) of estimated one year Contract value towards performance security. The performance security shall be kept valid for four (4) months beyond the duration of the contract and shall be payable to Company as compensation for any loss resulting from Contractor's failure to fulfil their obligations under the Contract. In the event of extension of the Contract period, the validity of the bank guarantee shall be suitably extended by the Contractor. The bank guarantee will be discharged by Company not later than 30 days following its expiry.

19.0 PAYMENT & MANNER OF PAYMENT, INVOICES

19.1 Company shall pay to 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 this contract. All payments will be made in accordance with the terms hereinafter described.

19.2 All payments due by Company to Contractor hereunder shall be made at Contractor's designated bank with Reserve Bank of India (RBI)'s approval, if applicable. Bank charges, if any, will be on account of the Contractor.

19.3 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 within notice of objection to any item or items, the validity of which Company questions.

19.4 Contractor will submit three sets of all invoices to 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.

19.5 Contractor shall raise invoice towards mobilization charges after completion of initial mobilization under the contract as per clause 2.2 of Section-I under Part-3, duly certified by Company's representative. Payment of Mobilization Charges shall be made within 45 days following the date of receipt of undisputed invoice by Company.

19.6 The Contractor shall raise monthly invoices at the end of each calendar month for the Services rendered during the month including charges of interim de-mob and interim de-mob charges, if any.

- 19.7 Payment of monthly running invoices for the services, if undisputed, shall be made within thirty (30) days following the date of receipt of invoice by Company.
- 19.8 The Company shall within 30 days of receipt of the invoice notify Contractor of any item under dispute, specifying the reason there of, 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 para 19.3 above.
- 19.9 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.
- 19.10 Pursuant to Clause 7.0 of 'Special Terms & Conditions of Contract', payment of demobilization charges shall be made when applicable following receipt of invoice by Company accompanied by 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.

- 19.11 Contractor shall maintain complete and correct records of all information on which Contractor's invoices are based upto two (2) 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

20.0 RATE OF PAYMENT: Company shall make the payments to the Contractor as per the rates referred in Section-IV of PART-3.

21.0 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 of Part-3.
- 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 other field 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 withheld from wages etc.
- f) Failure of Contractor to pay the cost of removal of unnecessary debris, materials, tools, or machinery.
- g) Damage to another Contractor of Company.
- h) All claims against contractor for damages and injuries, and/or for non-payment of bills etc.
- i) Any failure by Contractor to fully reimburse Company under any of the indemnification provisions of the contract. If, during the progress of the work Contractor shall allow any indebtedness to accrue for which Company, under any circumstances in the opinion of Company may be primarily or contingently liable or ultimately responsible and Contractor shall, within five days after demand is made by Company, fail to pay and discharge such indebtedness, then Company may during the period for which such indebtedness shall remain unpaid, with-hold from the amounts due to Contractor, a sum

equal to the amount of such unpaid indebtedness. When all the above grounds for withholding payments shall be removed payment shall thereafter be made for amounts so withheld. With-holding will also be affected 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.

22.0 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).

23.0 APPLICABLE LAW:

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

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

- a) The Mines Act-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 their 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 & Miscellaneous Provisions Acts, 1952
- k) Service Tax Act
- l) Oil Industry Safety Directorate (OISD) guidelines.

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

25.0 LIABILITY:

25.1 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 therefrom.

- 25.2 Neither Company nor its servants, agents, nominees, assignees, Contractors, sub-contractors shall have any liability or responsibility whatsoever for injury to, illness, or death of any employee of the Contractor and/or of its Contractors or sub-contractor irrespective of how such injury, illness or death is caused and even if caused by the negligence of Company and/or its servants, agents nominees, assignees, Contractors and sub-contractors. Contractor shall protect, defend, indemnify and hold harmless Company from and against such liabilities and any suit, claim or expense resulting therefrom.
- 25.3 The Contractor hereby agrees to waive its right to recourse and further agrees to cause their underwriters to waive their right of subrogation against Company and/or its underwrites, servants, agents, nominees, assignees, Contractors and sub-contractors for loss or damage to the equipment of the Contractor and/or its sub-contractors when such loss or damage or liabilities arises out of or in connection with the performance of the contract.
- 25.4 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.
- 25.5 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 therefrom.
- 25.6 Neither Contractor nor its servants, agents, nominees, assignees, Contractors, subcontractors 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 therefrom.
- 25.7 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.

- 25.8 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.
- 26.0 CONSEQUENTIAL DAMAGE:** Except as otherwise expressly provided, neither party shall be liable to the other for special, indirect or consequential damages resulting from or arising out of the contract, including but without limitation, to loss or profit or business interruptions, howsoever caused and regardless of whether such loss or damage was caused by the negligence (either sole or concurrent) of either party, its employees, agents or sub-contractors.
- 27.0 WAIVERS AND AMENDMENTS:** It is fully understood and agreed that none of the terms and conditions of the Contract shall be deemed waived or amended by either party unless such waiver or amendment is executed in writing by the duly authorized agents or representatives of such party. The failure of either party to execute any right of termination shall not act as a waiver or amendment of any right of such party provided hereunder.
- 28.0 INDEMNITY AGREEMENT:**
- 28.1 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.
- 28.2 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.
- 29.0 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.
- 30.0 RECORDS & DOCUMENTS TO BE MAINTAINED AT WELL SITE:**
Documentation, record keeping of all operations and safety practices should be maintained and up-dated by the Contractor as per applicable international/Indian laws, acts, regulations etc. as per standard Oilfield practice and these records should be made available for inspection at any point of time. The H.S.E (Health, Safety and Environment) policy manual, SOP (safe operating practices), risk register & bridging document should be available at site. Compliance of these shall be the sole responsibility of the Contractor.

END OF SECTION – I

PART-3

SECTION- II

SCOPE OF WORK/TERMS OF REFERENCE/TECHNICAL SPECIFICATIONS

SERVICES: HIRING OF CONSULTANCY SERVICES TO STEER & SUPERVISE THE DRILLING OPERATION IN PROJECTS UNDER OIL'S NEF PROJECT DEPARTMENT IN THE STATES OF NORTH-EASTERN INDIA.

1.0 INTRODUCTION:

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

2.0 PROJECT & OTHER INFORMATION:

OIL's NEF Project department is currently operating various NELP & Non-NELP Blocks in North-Eastern states of India i.e. in Mizoram, Assam and Arunachal Pradesh. The brief details of the on-shore blocks at Mizoram and Assam where the drilling operations are likely to start immediately are as follow. Details for other blocks in states of north east India can be made available nearer the time.

Information on Mizoram Block	Information on Assam Block
Project Information	
As per the committed Minimum Work Program (MWP) to the Govt. of India, Oil India Ltd (OIL), being the Operator in its NELP-VI block (MZ-ONN-2004/1), has to drill five (5) wells within the stipulated time frame. A charter hire drilling rig package of 2000HP (minimum) capacity with an ETP (Effluent Treatment Plant) will be deployed to drill five (5) numbers of exploratory wells at various sites within the NELP block in the state of Mizoram, India. The wells are planned to be drilled in 26", 17½", 12¼", 8½" and 6" hole sizes (6" hole being kept under contingency plan) at various sites within the NELP block. The holes are essentially desired to be drilled vertical.	As per committed MWP in Phase-II to the Govt. of India, Oil India Ltd. (OIL) being the Operator with 30% participating interest) in the NELP-IV block (AA-ONN-2002/3) in Karbi-Anglong and North Cachar Hills (presently Dima-Hasao) district in Assam (remaining 70% PI is held by M/s. ONGCL), has to drill 1 (one) exploratory well within the stipulated time frame. The drilling location has already been released by the competent authority for exploratory drilling in the above NELP block. The location falls near Chotomanja village under Dima Hasao Autonomous Council (erstwhile North Cachar Hill district). Construction/ improvement of approach road from NH 54E to Chotomanja village (approx. 9 Km) is under progress. The program includes drilling and testing of 1 no. of on-shore vertical exploratory well with TVD of around 2100 m.
Communication to the Block	
The block: MZ-ONN-2004/1 is situated in the state of Mizoram in India and covers an area of 3213 sq km. Aizawl is the Capital town of Mizoram and is connected to other places by motorable roads and highways. The nearest	The block: AA-ONN-2002/3 is situated in Karbi-Anglong and North Cachar (presently in Dima Hasao) district in Assam state and covers an area of 1095 sq km. The nearest railhead is at Lumding in Assam & the nearest airports are

<p>railhead is at Bhairabi close to the border with Cachar district of Assam. Aizawl is linked by air to the rest of India, the nearest international airport is located at Kolkata in West Bengal. The proposed area lies in between the following broad coordinates:</p>	<p>Dimapur (Nagaland) / Silchar (Assam) / Guwahati (Assam). The nearest international airport is located at Kolkata in West Bengal. The proposed area lies within the above mentioned coordinates.</p>
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Block Area

<p>The proposed area lies in between the following broad coordinates: (Coordinates of Block MZ-ONN-2004/1)</p>	<p>The proposed area lies in between the following broad coordinates: (Coordinates of Block AA-ONN-2002/3)</p>
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Points	Latitude (N)	Longitude (E)
A	23°40'00"	92°32'54.85"
B	23°00'00"	92°35'58"
C	23°00'00"	93°00'00"
D	23°40'00"	93°00'00"
A	23°40'00"	92°32'54.85"

Points	Latitude (N)	Longitude (E)
A	25°40'20.87"	93°07'48.04"
B	25°40'53"	93°15'35"
C	25°32'53"	93°19'57"
D	25°15'00"	93°22'37"
E	25°15'00"	93°04'11"
A	25°40'20.87"	93°07'48.04"

Brief on Geology

<p>The area of operation is a part of Tripura–Cachar–Mizoram fold belt of Assam-Arakan Basin. The Mizoram fold belt is composed of tight linear folds with their axes almost in north-south direction. The intensity of folding increases from west to east where the rocks of Indian plate subducted below the Burmese plate. The anticlines are long, narrow and tight, whereas the synclines are broad and gentle. As per the geological section of the area of operation, the area has Tipam formation exposed in the central part and Bokabil formation is exposed in the eastern and western part. The Bhuban formation is divided in three formations as Lower, Middle and Upper Bhuban formations. Lower Bhuban formation is mainly alternations of sandstones and shale. The Middle Bhuban consists of mainly shale with subordinate sandstones. The Upper Bhuban consists of alternations of sandstones and shales. Multiple phases of folding, high degree of shearing, bed overturning and thrusting were recorded during the field investigation. From the overall evidences, high angle of subsurface formation dips (ranging from 0-51 degree) are anticipated in the area.</p>	<p>The exploratory location KA-1 lies to the NW part of Block AA_ONN_2002/3 (KA & NC Hills Area). It is planned to probe the Hatikhali anticline by drilling a vertical well and conclusive testing. Geologically, Hatikhali structure lies on a high trend and is flanked by two significant lows (viz. Dimapur low & Nazira low). The Dimapur low towards north eastern side of this block is likely to act as kitchen area for this structure. Surface position – Lat: 92°-51'-56.29" and Long: 25°-34'-11.89"</p>
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Anticipated Pressure Profile

<p>The anticipated pressure profile is nearly hydrostatic. However, at depth, more than 2500 to 3000 m downwards, high pressure may be expected. Maximum pressure at a depth at around 4500 to 5500 m is expected to be in the range of around 6000-9500 psi (based on seismic data).</p>	<p>The anticipated pressure profile is nearly hydrostatic. However, being first exploratory well in the block: AA-ONN-2002/3, all necessary equipment and consumables must be available in sufficient quantities to deal with any abnormal down hole problems.</p>
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Anticipated Temperature Profile

The bottom hole temperature is expected to be in the range of (80-120°C) upto a depth of 5000 m.					The bottom hole temperature is expected to be around 70 Deg. Centigrade at a depth of 2100 m.					
Presence of CO₂ & H₂S										
The wells are expected to be CO ₂ and H ₂ S free.					The wells are expected to be CO ₂ and H ₂ S free.					
Proposed Casing & Mud Program (subject to change)										
Hole Size & (Casing Size)	Approximate Casing Shoe Depth (mtrs.)					Hole Size & (Casing Size)	Approx. Csg. Shoe Depth (meters)	Approx Mud Wt. (lbs/cft)	Mud Type	Cement upto
	Loc-2	Loc-3	Loc-4/5	Loc-1	Loc-8					
26" (20")	300	300	300	300	300	17.1/2" (13.3/8")	150	66-68	Water based spud mud	Surface
17.1/2" (13.3/8")	1800	1800	1800	1200	1400	12.1/4" (9.5/8")	1000	68-72	Bentonite Gel	Surface
12.1/4" (9.5/8")	3400	3400	3400	2600	3400	8.1/2" (7" Prod. Liner)	900 - 2100	72-76	K ₂ SO ₄ Polymer Mud	Liner Top
8.1/2" (7" Prod. Liner)	-----	-----	-----	2400-3500	3250-4000					
8.1/2" (5.1/2")	5000+	4500	4500	-----	-----					
<p>Note: Contingency plan – In case of any unforeseen circumstances with problem in completing the well with 5.1/2" oil string casing then the well will be completed by running 7" (29 ppf x N-80 / P-110 x BTC) & 5" (15 ppf x P-110 x FL4S) liners.</p>										
Drilling Program										
Drilling & testing of the onshore wells are planned by hiring 2000 HP Drilling Rig. The wells are planned to be drilled vertically. Target depths of the wells may somewhat increase or decrease nearer the time at the discretion of the Company.					Drilling & testing of the onshore well is planned by hiring 1000 HP Mobile Drilling Rig Package. The well is planned to be drilled vertically. Target depths of the wells may somewhat increase or decrease nearer the time at the discretion of the Company.					

3.0 **DETAILS OF SERVICES TO BE PROVIDED BY THE CONTRACTOR:**

The Contractor / Consultant is required to provide services described herein, but not limited to the under noted activities only:

- 3.1 The Contractor/Service provider shall provide experienced & competent Personnel i.e. Drilling Consultant for carrying out round the clock supervision & monitoring of various drilling operations at designated well site(s). Personnel will be subjected to interim de-mobilization and interim re-mobilization any time based on drilling operations at the discretion of the Company.
- 3.2 The responsibilities of Contractor's personnel i.e. Drilling Consultant shall be including but not limited to the following jobs in order to support the Company in successful drilling cum testing of the on-shore wells in various blocks of Northeast India:

A. Well-Site Supervision and Monitoring Services during execution of various phases of well i.e. drilling, completion, production testing, abandonment, etc.

- a. To provide continuous 24 hours (on 28 days on/off basis) support for the supervision, coordination, execution and evaluation of the drilling and testing operations according to the drilling and testing programs in consultation with the Company Representative and Rig Manager in an effective and safe manner without any harm to equipment, personnel or the environment.
- b. To ensure that Health, Safety & Environmental policies, standards and procedures of the Company and all applicable statutory procedures are implemented at the rig-site.
- c. To ensure that safety meetings and drills are held on the rig site regularly.

- d. To ensure that the emergency response plans are in place and understood by all at the rig site.
- e. To forecast and plan all requirements as per the drilling, completion & testing program (equipment, personnel, supplies, and services).
- f. To plan, schedule and call-out other services required for drilling and completing the well.
- g. To help in preparation of weekly look ahead (operational plan) in consultation with the Company representative &/or company's designated personnel and service provider's representatives.
- h. To coordinate the drilling operations with representatives of other service providers engaged by the company to ensure compliance with the work programs, project procedure and contract requirements.
- i. To ensure proper well control procedures are in place and to prepare bridging documents as and when required.
- j. To act as a focal point for all the project participants on site and will be responsible for coordinating with the Company Representatives and Rig manager as & when required.
- k. To monitor the non-productive time and technical performance of the rig and other services engaged by the company.
- l. To suggest any needs for corrective actions in operations and to assure a process of continuous improvement within the available resources.
- m. To review the daily progress report (shift wise) received from various service providers viz. Drilling, Mud Engg., Mud Logging, etc. and to prepare a brief compiled report on the day's (i.e. 24 Hrs.) operation for handing over to Company Representative on daily basis.
- n. To compile all reports including but not limited to shift wise daily drilling reports, daily/job specific recorded charts, logs, tally sheets, LOTs, etc., daily/job specific reports pertaining to various well-site operations/drills viz. mud engg., mud logging, cementing, coring, production testing, Fire drill, BOP drill, etc. as end of well reports for presenting / handing over to the Company.
- o. To monitor the daily well progress and advise necessary changes/deviations to be made from the planned design /program within the available resources during the course of execution.

B. *Submit compiled report on completion of each drilling well and thereafter, a comprehensive report on completion of all well(s) of particular block. The report should consist of the following:*

1. Brief summary of operational sequence of well(s).
2. Comparison of planned v/s actual time and analysis of Rig efficiency.
 3. Lost time analysis.
 4. Analyze and recommend optimum parameters / best practices for future wells.
 5. A detailed study on the problems encountered and mitigation strategies.
 6. Recommendations for future wells in particular block based on the lessons learned and its analysis.

Note:

- i. *All reports should be made available in the English language only.*
- ii. *End of well report should be submitted within 10 days of completion of each well.*
- iii. *Comprehensive report cum presentation on completion of all well(s) of the block should be submitted within 20 days of completion of last well.*
- iv. *End of the well Report should be submitted to the Project Head of Company / Company Representative in hardcopy as well as in soft/digital form.*
- v. *Comprehensive report cum presentation should be submitted / made to the Project Head of Company in hardcopy as well as in soft/digital form.*
- vi. *The Company shall be the sole proprietor of all the data generated at the wells and which the Consultant shall duly hand over to the Company.*

4.0 DETAILS OF PERSONNEL TO BE DEPLOYED BY THE CONTRACTOR:

Drilling Consultant : 1 (One)

- a) The Contractor shall engage one Drilling Consultant having requisite experience for carrying out job round the clock at respective well site(s).
- b) If Contractor deploys more personnel than what has been stated above towards performance of any specific job at well site during the currency of the contract, Company will not pay for such additional manpower.
- c) The personnel should be deployed at site on continuous 24 hours a day basis and should work on “28 days on / off basis” or as per standard oilfield practice permissible under law. Under no circumstances the well / location should be left unmanned during change of personnel considering 28 days on/off.
- d) The above personnel at designated drilling location will be the overall in-charge on behalf of the Contractor and will be responsible for all operations assigned under the contract to the Contractor by Company as per the scope of work.
- e) The above personnel will coordinate with Company Representative, Rig Manager and Key personnel of third party service providers for designing & carrying out the operation successfully.
- f) The bidders are requested to propose more than one personnel. Personnel selected/approved by Company shall only be deployed for execution of this contract. The **bio-data** (as per **Appendix-II** in PART-2) of all personnel proposed to be deployed should be submitted.
- g) The Contractor shall provide the required PPE (Personal Protective Equipment) as per DGMS/OISD to all his personnel at his own cost.
- h) Company will provide boarding & lodging facility at site for only one personnel free of charge.

5.0 MOBILISATION & INTERIM RE-MOBILIZATION PERIOD:

The bidder must be in a position to meet the following mobilization schedule:-

- Within 15 (fifteen) days from the date of Mobilization notice issued by the Company.
- Within 5 (five) days from the date of Interim Re-Mobilization notice issued by the Company.

(Note: Interim de-mobilization & re-mobilization for personnel will be applicable at the discretion of the Company)

6.0 SAFETY COMPLIANCE:

- i) It will be solely the Contractor’s responsibility to fulfil all the legal formalities with respect to the Health, Safety and Environmental aspects of the entire job (namely; the

- person employed by him, the equipment, the environment, etc.) under the jurisdiction of the district of that state where it is operating. Ensure that all sub-contractors hired by him comply with the same requirement as the contractor himself and shall be liable for ensuring compliance all HSE laws by the sub or sub-sub contractors.
- ii) Every person deployed by the Contractor in a mine must wear safety gadgets to be provided by the Contractor. The Contractor shall provide proper Personnel Protective Equipment as per the hazard identified and risk assessed for the job and conforming to statutory requirement and Company PPE schedule. Safety appliances like protective footwear, Safety Helmet and Full Body harness has to be DGMS approved. Necessary supportive document shall have to be submitted as proof. 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.
 - iii) Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the Contractor.
 - iv) The Contractor shall have to report all incidents including near miss to company representative / rig manager / rig superintendent / Installation Manager.
 - v) A contractor employee must, while at work, take reasonable care for his health and safety.
 - vi) Contractor's arrangements for health and safety management shall be consistent with those for the mine owner.
 - vii) In case Contractor is found non-compliant of HSE laws as required company will have the right for directing the Contractor to take action to comply with the requirements, and for further non-compliance, the Contractor will be penalized prevailing relevant Acts/Rules/Regulations.
 - viii) 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.

END OF SECTION – II

PART-3

SECTION-III

SPECIAL TERMS AND CONDITIONS OF CONTRACT

1.0 ASSOCIATION OF COMPANY'S PERSONNEL:

- 1.1 Company's nominated Representative(s) will be associated with supervision & guidance of the work to be carried out by the Contractor throughout the operations. The Contractor shall execute the drilling consultation services in a cost effective way with professional competence and in an efficient workman-like manner and provide Company with a standard of work customarily provided by reputed Contractors to major international oil companies in the petroleum industry.

2.0 PROVISION OF PERSONNEL AND FACILITIES:

- 2.1 The Contractor shall provide one (1) Drilling Consultant as per provision of this contract.
- 2.2 The personnel to be deployed by the Contractor for job execution at site must have the requisite experience & qualifications as detailed herein and should be fluent in English language. On Company's request, Contractor shall remove and replace any of their personnel whose presence is considered undesirable in the opinion of the Company at their own expenses.
- 2.3 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,

transportation (both air and land transportation), vacation, salaries and all amenities, termination payment and all immigration requirement and taxes, if any, payable in India or outside at no extra charge to the Company.

2.4 Company will provide accommodation, food and preliminary first-aid services at well site free of charge to one Drilling Consultant only.

3.0 SAFETY AND ENVIRONMENT:

3.1 **SAFETY:** Contractor shall follow all safety norms as prevalent in the petroleum industry globally and also observe such safety regulations in accordance with acceptable oilfield practice and applicable Indian laws such as Mines safety rules etc. Contractor shall take all measures reasonably necessary to provide safe working conditions and shall exercise due care & caution in preventing fire, explosion and safe handling of chemicals at all times.

3.2 Contractor shall provide the Personal Protective Equipment (PPE) to their personnel and ensure strict use.

3.3 **PROTECTION OF ENVIORNMENT:** In performance of the Contract, the Contractor shall carry out the services with due regard to concerns with respect to protection of the environment and conservation of natural resources and shall in particular comply with the requirements of applicable laws and the reasonable requirements of the Government from time to time.

4.0 **CONFIDENTIALITY OF INFORMATION:** All information obtained by Contractor in the conduct of operations and the information/maps provided by the Company to the Contractor shall be considered confidential and shall not be divulged by Contractor or its employees to anyone other than the Company's personnel. This obligation of Contractor shall be in force even after termination of the Contract.

5.0 OBLIGATION OF THE CONTRACTOR:

5.1 The Contractor shall furnish the Bio-data of personnel proposed to be deployed prior to the commencement of work. The bio-data shall include the name, nationality, qualification, experience and passport details of the person.

5.2 The Contractor's personnel must be sound enough to provide the above services in international standard, failing which Company reserves the right to ask for removal of any Contractor's Personnel with 24 hours notice.

5.3 Contractor shall comply with Indian Laws and regulations of Government of India but not limited to laws in respect of inland travel, use of wireless sets, maps and charts, entry regulations, security restrictions, foreign exchange, work permits, import of equipment, employment of Indian nationals etc. Any other work required for the efficient and successful execution of work shall be carried out by the Contractor except those enumerated under the obligation of the Company defined in para 6.0 below.

6.0 OBLIGATIONS OF COMPANY:

6.1 Company will assist for any inner line permit required under the government regulations for working in any of the state of North-Eastern India as may be required from time to time.

6.2 Company shall organize all possible help from local Government/ Administration to Contractor's personnel in case of natural disasters, civil disturbances and epidemics.

7.0 **COMPLETION OF DEMOBILIZATION:** Demobilization of Contractor's personnel from the site shall be completed by Contractor within 5 (five) days of expiry/termination of the contract.

END OF SECTION – III

PART-3

SECTION - IV

SCHEDULE OF RATES

The bidder shall quote the rates/prices in their **Price Bid** strictly as per **PROFORMA-B**. The parameter/No. of Days etc. shown against each item in the Price Bid Proforma is tentative and valid for Bid Evaluation purpose only. Payment to the successful Bidder/Contractor/ Consultant shall be made on the basis of actual utilization/work done. All "DAY RATE" charges shall be quoted for 24 hours a day basis. But, for part of a day, the same shall be payable on pro-rata up to the nearest full hour basis. Commercial evaluation of Bids to establish inter-se-ranking of all technically qualified bidders will be done based on the rates/charges quoted as per PROFORMA-B only.

1.0 **PERSONNEL CHARGES:**

A. MOBILIZATION CHARGES OF PERSONNEL TO FIRST WELL:

- i) The Initial Mobilization charges for Drilling Consultant will be paid upon arrival & reporting of personnel at Company's designated site for the first well operation under Company's advice.
- ii) Mobilization charges for Personnel will be payable when the Contractor's personnel is at designated well site and duly certified by the Company representative regarding his readiness to undertake / commence the work assigned under the contract.
- iii) Mobilization charges shall cover all en-route travel expenses including but not limited to visa/work permit fees, in-transit accommodation, meals, personal insurance, transport, etc.

B. DAY RATE FOR PERSONNEL:

- a.i) The DAY RATE shall be payable to the Contractor/Consultant for 1 (one) no. of Drilling Consultant on 24 hours duty basis at Site.
- a.ii) The Contractor's personnel i.e. Drilling Consultant shall steer/supervise the site operations round the clock on 28 days on/off pattern.
- a.iii) The DAY RATE shall be payable for Drilling Consultant for the period starting from his arrival time at well Site and will cease from the day & time he/she leaves the well Site.
- a.iv) The Contractor's personnel shall be paid at a fixed 'DAY RATE' for the "ON" time (Period during which he/she is at the well Site) only. No compensation shall be made by Company for the "OFF" period.
- a.v) Accommodation, meal, laundry & preliminary first-aid etc. will be provided at well site free of cost during "on-days" only.

C. INTERIM DE-MOBILIZATION CHARGES OF PERSONNEL:

Interim De-Mobilization Charges would become payable for the Drilling Consultant when Company envisages that the services of Drilling Consultant at site is not required for a reasonable period of time within the currency of contract. No other Charges shall be payable to the Drilling Consultant from the date & time or event as to be notified in the interim demobilisation notice till arrival of the Drilling Consultant on re-mobilization at same site or any other site as per remobilization notice to be issued subsequently by Company.

D. INTERIM RE-MOBILIZATION CHARGES OF PERSONNEL:

- i) Interim Re-Mobilization Charges would become payable for the Drilling Consultant when the Consultant is called back by Company to a notified drilling site after an interim demobilisation.
- ii) Interim Re-Mobilization Charges are payable to Contractor's personnel upon their arrival at designated site and duly certified by the Company representative regarding his readiness to undertake / commence the work assigned under the contract.
- iii) Interim Re-Mobilization charges shall cover all en-route travel expenses including but not limited to visa/work permit fees, in-transit accommodation, meals, personal insurance, transport, etc. upto the destination.

E. DEMOBILIZATION CHARGES OF PERSONNEL FROM LAST WELL:

De-mobilization Charges, if quoted, shall be paid upon issue of notice for de-mobilization of Drilling Consultant for the last well under the contract. No DAY RATE charges shall be payable after the date, time or event as to be notified by Company in such Demobilisation Notice.

Notes (on Personnel Charges):

- (a) *Day Rate for Personnel shall be payable to the Contractor for deployment of following personnel under the contract on per Day of 24 hours basis at site (considering 28 days on/off pattern). The same is also payable on pro-rata to the nearest full hour basis for part of a day, if any.*

(i) **Drilling Consultant: One (1)**

- (b) *Besides above, the Contractor may engage additional personnel at their discretion for maintenance or assistance in the performance of the assigned Work. However, Company will neither be responsible nor pay any charge or day rate for such additional personnel, if deployed.*
- (c) *Boarding and lodging for one Drilling Consultant only at drilling site / locations will be provided by Company free of charge. First-aid facility as available at site will also be extended to the Drilling Consultant free of cost. However, it will be the sole responsibility of Contractor to provide specialized medical facility, if the need so arises.*
- (d) *The Contractor shall provide statutory “OFF” (28 days on/off duty or as permissible) to Drilling Consultant as per Mines Act & other statutes/ regulations and arrange for crew change from time to time at their cost. All such expenditure including en-route expenses of Contractor’s personnel shall be borne by the Contractor. No extra payment whatsoever will be due from Company on this account.*

2.0 REPORT SUBMISSION CHARGES:

- i) “End of the Well Report” Charges are payable to Contractor after submission of report in hard copy as well as in soft/digital form against each well.
- ii) Presentation cum Comprehensive report Charges are payable to Contractor after the presentation on all the wells of particular area and submission of report in hard copy as well as in soft/digital form to project in-charge.
- iii) No other charges shall be payable to Contractor for preparation and/or submission of such well reports.

3.0 FORCE MAJEURE DAY RATE:

- a) Upon occurrence of force majeure situation pursuant to Clause No.11.0 in “Section-I of PART-3”, only the Force Majeure Day Rate shall be payable by Company, which should be restricted to maximum fifty percent (50%) of the Personnel Day Rate. No other payment whatsoever will be due to the Contractor from Company under force majeure situation as above.
- b) The Force Majeure Day Rate shall be payable per 24 hours a day or part thereof on pro-rata basis to the nearest full hour during the first fifteen (15) days period only of occurrence of force majeure situation. No payment shall accrue to the Contractor beyond the first fifteen (15) days period unless mutually agreed upon.
- c) **Payment towards Force Majeure Day Rate shall not exceed 50% (Fifty percent) of Personnel Day Rate.**

END OF SECTION – IV

END OF PART-3

PART-4

PROFORMA - B

PRICE BID FORMAT (FOR BID EVALUATION)

DRILLING CONSULTANT SERVICES

Currency:
(Please specify)

Bidders are requested to quote rates against each item. The price bids will be evaluated on the basis of rates quoted and will be compared on the total evaluated value basis for the initial three wells only.

COST OF DRILLING CONSULTANCY SERVICES

Sl. No.	Services	Unit	Quantity (a)	Unit Rate (Currency) (b)	Total Amount (Currency) (c = a * b)
A.					Personnel Charges (for Drilling Consultant):
1(a)	Initial Mobilization	Lumpsum	1		
1(b)	Day Rate	Man-Day	600		
1(c)	Interim De-Mobilization	Lumpsum	3		
1(d)	Interim Re-Mobilization	Lumpsum	3		
1(e)	Final De-Mobilization	Lumpsum	1		
B.					Charges for Report Submission:
2(a)	End of the well Report in hard copy as well as in soft/digital form.	Lumpsum	4		
2(b)	Presentation cum Comprehensive Report in hard copy as well as in soft/digital form.	Lumpsum	1		
TOTAL ESTIMATED CONTRACT VALUE OF SERVICES: total of all above]				[Sum	

GENERAL NOTES:

- 1.0 The items referred above are to be read in conjunction with **Section-IV, PART-3 (Schedule of Rates)**.
- 2.0 Bid in which the rate for any of the above services is not quoted shall be rejected. However, if no charge is involved for any of the above work, 'NIL' should be mentioned against such services.

- 3.0 The bidders are to quote above rates inclusive of all liabilities, except the Service Tax.
- 4.0 Service Tax as applicable will be extra to OIL's account. However, Liability of payment of Service Tax in case of Indian Bidder will rest on the Contractor while in case of foreign bidder not having any office in India, it will be Company's liability to pay the applicable amount to competent authorities.
- 5.0 The number of days and other parameters assumed above are only for the Bid evaluation purpose as assessed by Company. It is, however, to be clearly understood that payment will be made to the Contractor on the basis of actual number of days/parameters for which the equipment and crew are utilized during the currency of the Contract for job execution. The quoted Day Rates shall be paid in full per 24 hours a day, else on pro-rata to the nearest hour basis for part thereof.
- 6.0 Mobilization, Interim re-mobilization, Interim de-mobilization and De-mobilization charges shall be inclusive of all en-route travel expenses including but not limited to visa/work permit fees, in-transit accommodation, meals, personal insurance, transport, etc.
- 7.0 Accommodation, meal, laundry, etc. will be provided at well site free of cost during "on-days" only. However, any accommodation, meal and any other expenses required other than at well site shall be at contractor's cost.
- 8.0 The quantities shown above are for bid evaluation purpose only and payment shall be made for the actual quantum of the work done.

PART-4

PROFORMA - C

BID FORM

To
M/s. Oil India Limited,
For General Manager (NEF)
P.O. Duliajan, Assam, India

Sub: Tender No. CNG4548L15

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 15 (Fifteen) days calculated from the date of award of Contract.

If our Bid is accepted, we will obtain the guarantee of a bank in a sum not exceeding 7.5% (seven and half percent) of the total evaluated value of one year contract towards the due performance of the Contract.

We agree to abide by this Bid for a period of 180 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

Dated this _____ day of _____ 2014.

Signature

(In the capacity of)

PART-4

STATEMENT OF COMPLIANCE WITH RESPECT TO BRC

SL. NO.	SECTION/ CLAUSE NO.	BRIEF STATEMENT	COMPLIANCE	REMARKS

We undertake that all the clauses of BRC as entered in the tender document shall be fully complied with.

Signature and seal of the Bidder:

Name of Bidder:

PART-4

PROFORMA – E

STATEMENT OF NON-COMPLIANCE (EXCEPTING BRC)

SL. NO.	SECTION/ CLAUSE NO.	BRIEF STATEMENT	NONCOMPLIANCE	REMARKS

We undertake that excepting above deviations all other terms and conditions of the tender document shall be fully complied with.

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 (other than the BEC/BRC), the same should be indicated here and uploaded in their Bids. If the proforma is left blank or not uploaded, then it would be construed that the bidder has not taken any exception/deviation to the terms and conditions of the bid document.

Signature and seal of the Bidder:

Name of Bidder:

PART-4

PROFORMA - F

FORM OF PERFORMANCE BANK GUARANTEE

To:

M/s. OIL INDIA LIMITED,
Duliajan, Assam, India, Pin - 786 602.

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

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

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

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

This guarantee is valid until the date _____ (calculated at 4 months after Contract completion date).

SIGNATURE AND SEAL OF THE GUARANTORS _____

Designation _____

Name of Bank _____

Address _____

Date.....

Place _____

PART-4

PROFORMA - G

CONTRACT FORM

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

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

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

WHEREAS, Company issued a firm Letter of Award No. _____ based on Offer No. _____ submitted by the Contractor against Company's **Tender No. CNG4548L15**.

WHEREAS Contractor has accepted Company's Letter of Award vide their letter no. _____.

All these aforesaid documents shall be deemed to form and be read and construed as part of this 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 Contract words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of Contract referred to.

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

- (a) Section-I indicating the General Conditions of Contract,
- (b) Section-II indicating the Terms of Reference/Technical Specifications,
- (c) Section-III indicating the Schedule of rates and

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

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

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

Signed, Sealed and Delivered,

For and on behalf of
Company (Oil India Limited)

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

Name:

Name:

Status:

Status:

In presence of

In presence of

1.

1.

2.

2.

PART-4

PROFORMA - H

FORM OF BID SECURITY (BANK GUARANTEE)

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

WHEREAS, (Name of Bidder) _____ (hereinafter called "the Bidder") has submitted their offer Dated _____ for the provision of certain oilfield services (hereinafter called "the Bid") against OIL INDIA LIMITED, Duliajan, Assam, India (hereinafter called the Company)'s **Tender No.: CNG4548L15**. KNOW ALL MEN BY these presents that we (Name of Bank) _____ of (Name of Country) _____ having our registered office at _____ (hereinafter called "Bank") are bound unto the Company in the sum of (*) for which payment well and truly to be made to Company, the Bank binds itself, its successors and assignees by these presents. SEALED with the common seal of the said Bank this _____ day of _____ 2014.

THE CONDITIONS of these obligations are:

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

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

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

SIGNATURE AND SEAL OF THE GUARANTORS _____

Name of Bank & Address _____

Date:

Place _____

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

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

PART-4

PROFORMA - I

PROFORMA LETTER OF AUTHORITY

TO

GENERAL MANAGER (NEF)
Oil India Ltd.,
P.O. Duliajan - 786 602
Assam, India

Sir,

Sub: OIL's Tender No. CNG4548L15

We _____ confirm that Mr. _____ (Name and address) as authorized 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,

Signature: _____

Name & Designation: _____

For & on behalf of: _____

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.

PART-4

PROFORMA-J

AUTHORISATION FOR ATTENDING BID OPENING

To,
GENERAL MANAGER (NEF),
NEF PROJECT,
OIL INDIA LIMITED,
DULIAJAN,
ASSAM- 786602
INDIA

Date : _____

Sir,

Sub: OIL's Tender No. CNG4548L15

We authorize Mr. /Mrs. _____ (Name and address) to be present at the time of opening of the above Tender due on _____ on our behalf.

Yours Faithfully,

Authorized 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 same person who signs the bid.

PART-4

ANNEXURE-A

INTEGRITY PACT

Between

Oil India Limited (OIL) hereinafter referred to as "The Principal"

And

(Name of the bidder).....hereinafter referred to as "The Bidder/Contractor"

Preamble:

The Principal intends to award, under laid down organizational procedures, contract/s for **Hiring of Consultancy Services to Steer & Supervise the Drilling Operation in Projects Under OIL's NEF Project Department in States of North-Eastern India**. The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

In order to achieve these goals, the Principal cooperates with the renowned international Non-Governmental Organization "Transparency International" (TI). Following TI's national and international experience, the Principal will appoint an external independent Monitor who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section: 1 -Commitments of the Principal

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

1. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
2. The Principal will, during the tender process treat all Bidders with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.
3. The Principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a Page 2 of 6 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 & exclusion from future Contracts

If the Bidder, before contract award has committed a transgression through a violation of Section 2 or in any other form such as to put his reliability or risibility as Bidder into question, the Principal is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already signed, for such reason.

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

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

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

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

Section 4 -Compensation for Damages

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

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

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

Section 5 -Previous transgression

1. The Bidder declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the TI approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

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

1. The Bidder/Contractor undertakes to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.

2. The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractors.

3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section: 7 -Criminal charges against violating Bidders/Contractors/Sub-contractors

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.

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For the Principal

.....
For the Bidder/Contractor

Witness 1:

Witness 2:

Place. DULIAJAN

Date 08.08.2014

NAME OF INDEPENDENT EXTERNAL MONITORS:

(a) Shri N. Gopaldaswami, IAS (Retd.). Phone: +91-44-2834-2444 (Res), 96001 44444 (Mobile). E-mail: gopaldaswamin@gmail.com	(b) Shri Ramesh Chandra Agarwal, IPS. Phone: +91-9810787089, 91-1122752749. E-mail: rcagarwal@rediffmail.com
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END OF PART-4
