



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

Conquering Newer Horizons

NEF PROJECT

P.O. - Duliajan, Pin -786 602

DIST.- DIBRUGARH, ASSAM, INDIA

E-mail: nef@oilindia.in

TEL: (91) 374-2807461/62

FAX No. : 0374-2801799

COVERING LETTER

M/s. BOTIL OIL TOOLS INDIA PVT. LTD.
4th Floor, Mohta Building
4, Bhikaji Camma Place
NEW DELHI - 110066

Sub: E-Tender No. **CNI3920L15** to Hire Services of Liner Hanger Engineer for running, setting, testing & cementing of Liner Hanger with packer during drilling operations in North-Eastern States of India.

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 hydrocarbon in North-Eastern States of India (Primarily in Assam, Arunachal Pradesh & Mizoram), OIL's NEF Project, Duliajan invites your competitive ONLINE domestic Bid for providing the above services under **Single Stage Composite Bid System** through its e-Procurement site: **<https://etender.srm.oilindia.in/irj/portal>**
- 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. : CNI3920L15 dated 16.06.2014
 - (ii) Type of Bidding : Online-Single Stage-2 (Two) Bid System
 - (iii) Tender Fee : Not Applicable
 - (iv) Bid Closing date & Time : 3rd July, 2014 (11:00 HRS IST)
 - (v) Bid Opening Date & Time : 3rd July, 2014 (14:00 HRS IST)

- (vi) 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,
P.O.- Duliajan -786602, Assam, India.
- (vii) Bid Opening Place : Office of the General Manager (NEF)
NEF Project, Oil India Limited,
Duliajan -786602, Assam, India.
- (viii) Bid Security Amount : INR 31,000.00
- (ix) Performance Guarantee : Applicable @7.5% of the estimated Contract Cost for one year contract.
- (x) Duration of the Contract : Around two (2) Years with a provision for extension.
- (xi) Quantum of Liquidated Damage : 0.5% of total evaluated contract value of one year against delay per week or part thereof, subject to maximum of 7.5%.
- (xii) Original Bid Security to be submitted: GENERAL MANAGER (NEF)
NEF PROJECT, OIL INDIA LIMITED
DULIAJAN - 786 602, ASSAM, INDIA

4.0 Tender Document will not be issued by Company in physical form. The Offer must be uploaded on-line through OIL's e-Tendering Portal up to **11:00 hrs** (IST) (Server Time) of the bid closing date. The 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-786602, India in presence of authorized representative of the bidder who chooses to attend.

4.1 However, if the above mentioned closing/opening day of the tender happens to be non-working day due to Bandh/Strike 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 shall not be accepted. The bid alongwith other supporting documents must be uploaded online through OIL's e-procurement portal, except the following documents, which shall be submitted in physical form (hard copy) in sealed envelope addressing to General Manager (NEF), NEF Project, Oil India Ltd, Duliajan-786602, Assam, India. The envelope should be duly super-scribed with OIL's Tender No. & Bid Closing Date and marked as "Original Bid Security".

- (a) Original Bid Security
- (b) Printed catalogue/literature as applicable to the tender.
- (c) Power of attorney for signing the Bid
- (d) Any other document required to be submitted in original as per tender stipulations.

Note: The envelope containing above documents including the original Bid Security must reach General Manager (NEF) at above address on or before 14:00 hrs. (IST) on the scheduled Bid Closing Date, failing which the bid shall be rejected. A scanned copy of Bid Security may also be uploaded alongwith the Technical bid in OIL's e-portal.

- 4.3 The Technical Bid alongwith all technical documents related to the tender should be uploaded under “**Technical Rfx Response**” Tab only. Bidders to note that no price/cost details should be uploaded in “Technical Rfx response” Tab page. Details of Price/rates as per Price Bid Format/Price Bid can be uploaded as Attachment option under “**Notes & Attachments**” tab.
- 5.0 OIL now looks forward to your active participation.

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 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 Documents are non-transferable. Bid can be submitted only in the name of the bidder in whose name the Tender Document is issued by Company. Unsolicited bids will not be considered and will be rejected straightway.
- 1.2 Tender Document will not be issued in physical form by Company. The Bidders are requested to participate online through OIL's e-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.
- 1.3 Bidders are advised to have a thorough reconnaissance of the area, if required, to know the terrain and get themselves fully acquainted with details of surface topographic features, fair weather slot, weather conditions, working culture in the area, socio-political environment, security aspects and law of the land, prior to submitting their bids. This will also help them to judiciously select proper inputs for successful execution of the project. However all such related expenses shall be to bidder's account.

A. BIDDING DOCUMENTS

- 2.0** The services required, bidding procedures and contract terms are prescribed in the Bidding Documents.
- 2.1 The bidder is expected to examine all instructions, forms, terms and specifications in the 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 the 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 Document by issuing an Addendum.
- 3.2 The Addendum will be uploaded in OIL's E-Tender Portal in the "Technical RFx Response" under the tab "Amendments to Tender Documents". All prospective bidders to whom Company has issued the Bidding Documents shall also be intimated about the amendments through post/courier or by Fax or e-mail. The Company may, at its discretion, extend the deadline for bid submission, if the Bidders are expected to require additional time in which to take the Addendum into account in preparation of their bid or for any other reason. Bidders shall also check from time to time the E-Tender portal ["Technical RFx Response" under the tab "Amendments to Tender Documents"] for any amendments to the bid documents before submission of their bids.

B. PREPARATION OF BIDS

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

4.1 BIDDER'S/AGENT'S NAME & ADDRESS: Bidders should indicate in their bids their detailed postal address including the Fax/Telephone/Cell Phone Nos. and E-mail address. Similar information should also be provided in respect of their authorised Agents in India, if any.

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

A: TECHNICAL PART

- (i) Complete technical details of the services and equipment specifications with catalogue, etc.
- (ii) Bid Security furnished in accordance with Clause 9.0 herein below.
- (iii) Certificate of Compliance and Statement of Non-compliance as per **Proforma-D** under **PART-3**.

B: PRICED/COMMERCIAL PART

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

- (i) Bid Form as per **Proforma-C** in **PART-3** duly incorporating the value and other particulars.
- (ii) Price-Bid as per **Proforma-B** in **PART-3** duly incorporating the rates, amount and total value etc.
- (iii) Estimated CIF value etc. as per **Proforma-A** in **PART-3**, duly incorporating details in each column.

The Priced Bid shall contain the prices alongwith the currency quoted and any other commercial information pertaining to the services offered.

6.0 BID FORM: The bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the Bid Document and upload the same alongwith their Priced Bid.

7.0 BID PRICE:

7.1 Prices must be quoted by the Bidders as per the "Price Bid Format" available in attachment form under "Notes & Attachment" Tab in OIL's E- Tender Portal. Unit prices must be quoted by the bidders, both in words and in figures.

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

- 7.3 All Duties (except Customs Duty) and 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 Customs Duty: The services under this Contract shall be carried out in NELP & ML/PEL areas of the Company, for which licenses have been issued or renewed to Company after 01/04/1999 and therefore, the items/equipment to be imported in connection with execution of this particular Contract is exempted from Customs Duty as per Government policy presently in vogue in line with Notification No. 12/2012-Customs dated 17.03.2012 and subsequent amendments, if any. OIL INDIA LIMITED shall issue Recommendatory Letters to the Contractor on submission of requisite import documents for obtaining necessary EC (Essentiality Certificates) from the DGH (Directorate General of Hydrocarbon), India for this purpose. However, securing EC, clearance of goods through Indian Customs authority and payment of port rent, demurrage etc. as applicable will exclusively rest on the Contractor. In case this Govt. policy is subsequently changed during the currency of the contract and thereby the Customs duty if become payable any, the same will be reimbursed by Company to the Contractor against documentary evidence. No customs duty will therefore be considered for bid evaluation purpose against this Tender. Bidders should take note of the same while quoting.
- 7.5 Service Tax: The quoted prices/costs shall be exclusive of Service Tax. Service Tax as applicable shall be extra to Company's account. However, in case of Indian Bidder, the liability for depositing/payment of service tax to the appropriate authority at applicable rate shall lie on the Contractor.

8.0 CURRENCIES OF BID AND PAYMENT:

- 8.1 All rates/prices/costs are to be quoted in **Indian Rupees only** and strictly as per the Price Bid Format outlined vide PROFORMA-B herein.

9.0 BID SECURITY:

- 9.1 Pursuant to Clause 5.0 above, the Bidder shall furnish Bid Security in the amount as specified in the "Covering Letter".
- 9.2 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 9.9 below.
- 9.3 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 in the prescribed format furnished herein vide **Proforma-G** or in another form acceptable to the Company from any of the following Banks only will be accepted:
- i) Any Nationalised / Scheduled Bank in India or
 - ii) Any Indian branch of a Foreign Bank or
 - iii) Any reputed foreign Bank having Correspondent Bank in India

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

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

(b) A cashier's cheque or demand draft drawn on 'Oil India Limited' and payable at Duliajan, Assam.

9.4 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 time for bid opening, 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 14:00 hrs. (IST) on the scheduled date of 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 and description of work and addressed to:

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

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

9.5 Any bid not secured in accordance with Sub-Clauses 9.1 through 9.4 shall be rejected by the Company as non-responsive.

9.6 Unsuccessful Bidder's Bid Security will be discharged and/or returned within 30 days of expiry of the period of bid validity.

9.7 Successful Bidder's Bid Security will be discharged upon the Bidder's signing the contract and furnishing the performance security.

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

9.9 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).

(b) If a successful Bidder fails or refuses:

i) To accept the LOA issued by Company within the period of bid validity and/or to 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.

9.10 In case any bidder withdraws its bid during the period of bid validity, the Bid Security shall be forfeited and the party shall be debarred for a period of 2(two) years.

9.11 **EXEMPTION FROM SUBMISSION OF BID SECURITY:** Central Govt. offices, Central Public Sector undertakings and firms registered with NSIC/SME (subject to furnishing proper evidence as per guidelines) are exempted from submitting Bid Security.

10.0 PERIOD OF VALIDITY OF BIDS:

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

10.2 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 (or by Fax). The bid Security provided under Clause 9.0 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. SIGNING & SUBMISSION OF BIDS

11.0 SIGNING OF BID:

11.1 Bids are to be submitted online through OIL's E-procurement portal with digital signature. The bid and all attached documents should be digitally signed by the bidder using "Class 3" digital certificates with Organizations Name [e-commerce application (Certificate with personal verification and Organisation Name)] as per Indian IT Act 2000 obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India before bid is uploaded.

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

If any modifications are made to a document after attaching digital signature, the digital signature shall again be attached to such documents before uploading the same. The Power of Attorney in original shall be submitted by bidder as mentioned in Para 12.1 below.

The authenticity of above digital signature shall be verified through authorized CA after bid opening and in case the digital signature is not of "Class-3" with organization name, the bid will be rejected. Bidder is responsible for ensuring the validity of digital signature and its proper usage by their employees.

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

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

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

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

12.0 SUBMISSION OF BIDS:

12.1 Bidders are requested to examine all instructions, forms, terms and specifications in the bid documents. Failure to furnish all information required as per the bid document or submission of online 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.

12.2 The tender is processed under Single stage Composite bid system. Bidder shall submit their bid "Technical Part" and "Priced Part", both online, alongwith all the Annexures and Proforma (wherever applicable) and copies of other related documents in electronic form through OIL's e-procurement portal within the Bid Closing Date & Time stipulated in the e-tender. For submission of Bids online at OIL's E-Tender Portal, detailed instructions is available in the "**HELP DOCUMENTATION**" in OIL's E-Tender Portal. Guidelines for bid submission are also provided in the "Forwarding Letter". The Technical Bid is to be submitted as per Terms of Reference/Technical Specifications of the bid document and Priced Bid as per the Price Schedule. The Technical Bid should be uploaded in the "Technical RFx Response" under "Techno-Commercial Bid" Tab Page only. Prices to be quoted as per Proforma-B should be uploaded as Attachment just below the "Tendering Text" in the attachment link under "Techno-Commercial Bid" Tab under General Data in the e-portal. Bids submitted in physical form shall not be considered, but rejected straightway.

However, the following documents in two sets should necessarily be submitted in physical form in sealed envelope super-scribing the Tender/IFB No., Brief Description of services and Bid Closing/Opening date & Time along with the bidder's name and should be submitted to General Manager (NEF), Oil India Ltd., NEF Project, Duliajan-786602(Assam) on or before 14:00 Hrs (IST) on the bid closing date indicated in the IFB:

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

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

12.3 All the conditions of the contract to be made with the successful bidder are given in various Sections of the Bid Document. Bidders are requested to state their non-compliance to each clause as per Proforma-D of the bid document and the same should be uploaded alongwith their Technical Bid.

12.4 Timely delivery of the documents in physical form as stated in Para 12.2 above is the responsibility of the bidder. Bidders should send the same through Registered Post or by Courier Services or by hand delivery to the Officer in Charge of the particular tender before the Bid Closing Date and Time. Company shall not be responsible for any postal delay/transit loss.

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

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

14.0 MODIFICATION AND WITHDRAWAL OF BIDS:

14.1 The Bidder after submission of bid may modify or withdraw its bid through e-portal or by written notice prior to the bid closing.

14.2 The Bidder's modification or withdrawal notice may also be sent by fax/e-mail but followed by a signed confirmation copy, postmarked not later than the deadline for submission of Bids.

14.3 Once a withdrawal letter is received from any bidder, the offer will be treated as withdrawn and no further claim/correspondences will be entertained in this regard.

14.4 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.

14.5 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.

15.0 EXTENSION OF BID SUBMISSION DATE:

Normally no request for extension of Bid Closing Date & Time will be entertained. However, Company at its option may extend the Bid Closing Date and/or Time for any reason as may be considered appropriate. In case of receipt of only one Bid within the scheduled Bid Closing Date and Time, OIL may extend the Bid Closing /Opening Date by maximum two (2) weeks at its option. However, the lone bidder whose bid has been received within the bid closing date and time, will not be allowed to revise/withdraw their prices/Bid during such extended bid closing period.

16.0 BID OPENING AND EVALUATION:

16.1 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.

- 16.2 Bid for which an acceptable notice of withdrawal is received pursuant to Clause 14.0 above shall not be considered for opening. After opening, 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.
- 16.3 During the course of bid opening, Company will announce the Bidders' names, written notifications of bid modifications or withdrawal, if any, submission of requisite Bid Security, rates quoted and such other details as the Company may consider appropriate.
- 16.4 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, currency of bid is clearly indicated and the bids are generally in order.
- 16.5 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price (that is obtained by multiplying the unit price and quantity) the unit price shall prevail and the total price shall be corrected accordingly. If any Bidder does not accept the correction of the errors, their bids will be rejected. If there is a discrepancy between words and figures, the amount in words will prevail.
- 16.6 Company shall prepare, for its own records, minutes of bid opening including the information disclosed to those present in accordance with the Sub-Clause 16.3 above.
- 16.7 To assist in the examination, evaluation and comparison of bids the Company may at its option, ask the Bidders for clarifications of their bids. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.
- 16.8 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, inconsistent 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.
- 16.9 A Bid determined as not substantially responsive shall be rejected by the Company and may not subsequently be made responsive by the Bidder by correcting/removing the non-conformity.
- 16.10 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.

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

18.0 CONTACTING THE COMPANY:

18.1 Except as otherwise provided in Clause 16.7 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.

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

D. AWARD OF CONTRACT

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

20.0 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.

21.0 NOTIFICATION OF AWARD:

21.1 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.

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

21.3 Upon the successful Bidder's furnishing of Performance Security pursuant to Clause 23.0 herein below, the Company will promptly discharge the Bid Securities of Bidders.

22.0 SIGNING OF CONTRACT:

22.1 At the same time as the Company notifies the successful Bidder that its Bid has been accepted, the Company will either call the successful Bidder for signing of the agreement or send the Contract Form provided in the Bid Documents, alongwith the General & Special Conditions of Contract, Technical Specifications, Schedule of Rates incorporating all the agreements between the parties.

22.2 Within 15 days of issue of LOA, the successful Bidder shall sign and date the Contract and return it to the Company. Till the Contract is signed, the LOA issued to the successful bidder shall remain binding on the parties.

22.3 In the event of failure on the part of the successful Bidder to sign the Contract within the period specified above or any other time period specified by Company in the LOA, the Company reserves the right to terminate the LOA issued to the successful Bidder and invoke the Bid Security or the Performance Security (if submitted by the successful Bidder). The party shall also be debarred for a period of two (2) years from the date of default.

23.0 PERFORMANCE SECURITY:

23.1 Within 15 (fifteen) days of receipt of notification of award from the Company, the successful Bidder shall furnish to Company the Performance Security for an amount specified in the Covering Letter or as may be called for vide Letter of Award (LOA) issued by Company. The Performance Security must be in the form of a Bank Guarantee (BG) or an irrevocable Letter of Credit (L/C) as per **Proforma-E in PART-3** herein or in any other format acceptable to the Company and should be from any of the following Banks:

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

The Performance Security shall be denominated in the currency of the Contract or in equivalent US Dollars converted at the B.C. Selling rate of State Bank of India on the date of issue of LOA (Letter of Award). Bank Guarantees issued by Banks in India should be on non-judicial stamp paper of requisite value, as per Indian Stamp Act, purchased in the name of the Banker.

23.2 The Performance Security specified above must be valid for 6 (six) months beyond the Contract duration. The Performance Security will be discharged by Company not later than 30 days following its expiry. In the event of any extension of the Contract period, Bank Guarantee should be extended by Contractor by the period equivalent to the extended period.

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

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

23.5 Failure of the successful Bidder to comply with the requirements of Clause 22.0 and/or 23.0 above shall constitute sufficient grounds for annulment of the award and forfeiture of the Bid Security or Performance Security. In such an eventuality, the party shall be debarred for a period of 2 (two) years from the date of default.

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

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

- a) Inspected and examined the Site and its surroundings and carried out such surveys as it considers necessary;

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

25.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENTS: If it is found that a bidder/contractor has furnished fraudulent information/documents, the Bid Security/ Performance Security shall be forfeited and the party shall be debarred for a period of three (3) years from the date of detection of such fraudulent act besides the legal action.

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

27.0 MOBILIZATION ADVANCE PAYMENT:

27.1 Request for advance payment shall not be normally considered. However, depending on the merit and at the discretion of the Company, advance against mobilization charge may be given at an interest rate of 1% above the prevailing Bank rate (CC rate) of SBI from the date of payment of the advance till recovery/ refund. However, any mobilization advance shall be given in two phases – 50% of mobilization charges before shipment of materials, equipment & tools etc. and rest 50% after the shipment is completed.

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

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

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

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

END OF PART – 1

&&&&&&&&

PART-2

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, 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 Contractor 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-2.
- 1.4 "**Services**" means the work specified in **Section-II, PART-2** 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;
- 1.6 "**Contractor**" or "**Service Provider**" means the Contractor performing the work under this Contract.
- 1.7 "**Contractor's Personnel**" mean the personnel to be engaged by the Contractor to provide services as per the contract.
- 1.8 "**Contractor's Items**" means the equipment, materials and services, which are to be provided by Contractor/Company at the expense of the Contractor.
- 1.9 "**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.
- 1.10 "**Company's Items**" means the equipment, materials and services, which are to be provided by Company/Contractor at the expense of Company.
- 1.11 "**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 wilful & 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.
- 2.0 EFFECTIVE DATE, MOBILISATION, COMMENCEMENT & DURATION OF CONTRACT:**
- 2.1 **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.
- 2.2 **MOBILISATION TIME:** Contractor should mobilize their personnel and tool & equipment (on **call out basis**) as per following schedule for performing the services in the designated wells in Mizoram or any of the North-eastern states of India where the Company is operating.

- a) Personnel within **seven (7) days** from the date of Mobilization notice issued by the Company.
- b) Tools & Equipment within **thirty (30) days** from the date of Mobilization notice issued by the Company for optional service related to 7” tie back only.

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

Similarly mobilization for optional tools & equipments shall be deemed to be completed when Contractor’s tools & equipments together with required consumables reaches the designated location to commence assigned jobs related to 7” tie back service whenever called for (by issuing a notice).

- 2.3 **COMMENCEMENT DATE:** The date on which the mobilization against the very first call under the contract is completed at the notified well in all respects shall be treated as the **date of commencement** of 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 the adjoining 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-2) 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.

5.0 PERSONNEL TO BE DEPLOYED BY CONTRACTOR:

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

7.0 CONFIDENTIALITY, USE OF CONTRACT DOCUMENTS AND INFORMATION:

- 7.1 Contractor shall not, without Company's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing pattern, sample or information furnished by or on behalf of Company in connection therewith, to any person other than a person employed by Contractor in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary for 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.
- 7.4 However, the above obligations shall not extend to information which;
- i) is, at the time of disclosure, known to the public; or
 - ii) lawfully becomes at a later date known to the public through no fault of Contractor; or
 - iii) is lawfully possessed by Contractor before receipt thereof from Company; or
 - iv) is disclosed to Contractor in good faith by a third party who has an independent right to such information; or
 - v) is developed by Contractor independently of the information disclosed by Company; or
 - vi) Contractor is required to produce before competent authorities or by court order.

8.0 TAXES, DUTIES & LEVIES:

- 8.1 Taxes, duties & all other statutory levies, except Service Tax & Customs Duty, applicable as per the provisions of Indian Tax Acts including Income Tax Act and any other enactment/rules on income derived/payments received under this contract shall 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 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 All local taxes, levies and duties, sales tax, octroi, VAT, state entry tax etc. shall be borne by the Contractor.
- 8.9 **Service Tax:** Service Tax if any as applicable and/or levied on payments against this contract shall be paid extra by the Company at actual to Contractor. However, payment of Service Tax to the appropriate authority at applicable rate shall rest solely on the Contractor.
- 8.9 **Customs Duty:**
- (a) The Services under this Contract are intended to be availed in connection with drilling activities in PEL/ML/NELP areas for which licenses have been renewed/ issued to Company after 1.4.1999 only and therefore, in terms of prevalent customs Notification, import of items for execution of this contract (petroleum exploration) would attract zero rate of customs duty. Company will issue Recommendatory Letter (RL) to Directorate General of Hydrocarbons (DGH), Ministry of Petroleum & Natural Gas, as per Government guidelines for issuance of Essentiality Certificate (EC), to enable the Contractor to import goods at concessional (Nil) rate of customs duty so as to provide the services under this Contract.
- (b) Contractor has to provide the list of items to be imported by them under the Contract in the format specified in Proforma-A for issuance of Recommendatory Letter (RL). The Contractor shall make written request to Company immediately after shipment of the goods indicated by them in Proforma-A, alongwith the Invoices and all shipping documents (with clear 15 working days' notice) for issuance of the RL. OIL shall issue the RL provided all the documents submitted by the Contractor are found in order. However, it shall be Contractor's responsibility to obtain EC from DGH and clear the goods through customs at its own cost. OIL shall not be liable in whatsoever manner for the rejection of their claims for zero customs duty by any of the authorities including DGH. The Contractor shall indemnify OIL from all liabilities of Customs Duty.
- (c) In the event customs duty becomes leviable during the course of Contract, arising out of a change in the policy of the Government, Company shall reimburse the customs duty paid by Contractor on production of documentary proof evidencing payment of customs duty on Contractor's items as provided in Proforma-A or the actuals whichever is less.
- (d) Company's obligation for Customs Duty payment shall be limited/ restricted to the duty tariff rates as assessed by the Customs on the day of clearance or as on the last day of the stipulated mobilization period. In case of clearance thereafter, the CIF value of items in Proforma-A will be frozen as on the last day of Mobilization period and any increase in Customs Duty on account of increase in duty tariff will be to the Contractor's account.

- (e) Furthermore, in case the above CIF value is not acceptable to assessing Customs Officer and as a result if any excess Customs Duty becomes payable, it shall be to Contractor's account.
- (f) The Contractor shall arrange clearance of such items from Customs and port authorities and shall pay all requisite demurrages, if any, clearance fees/ charges, port fees, clearing and forwarding agent fees/ charges, inland transport charges etc. Company shall provide all assistance by issuance of necessary letter of authority or other relevant documents and necessary help.
- (g) The Contractor must ensure that the spares and consumables imported by them for providing the services under Contract are used only in executing their job under this Contract in the PEL/ ML areas of Company for which EC has been obtained. Contractor shall furnish to Company a certificate as and when the spares and consumables are used/consumed certifying that the spares and the consumables imported by them have been consumed in those PEL/ ML areas under the Contract for which ECs were obtained by them. Contractor shall furnish an Undertaking similar to that being furnished by Company to Customs of suitable amount before issue of the Recommendatory Letter.

9.0 INSURANCE:

- 9.1 The Contractor shall arrange insurance to cover all risks in respect of their personnel materials during the currency of the contract.
- 9.2 Contractor shall at all time during the currency of the contract provide, pay for and maintain the following insurance amongst others:
 - a) Workmen compensation insurance as required by the laws of the country of origin of the employee.
 - b) Employer's Liability Insurance as required by law in the country of origin of employee.
 - c) General Public Liability Insurance covering liabilities including contractual liability for bodily injury, including death of persons, and liabilities for damage of property. This insurance must cover all operations of Contractor required to fulfil the provisions under this contract.
 - d) Contractor's equipment used for execution of the work hereunder shall have an insurance cover with a suitable limit (as per international standards).
 - e) Automobile Public Liability Insurance covering owned, non-owned and hired automobiles used in the performance of the work hereunder, with bodily injury limits and property damage limits as governed by Indian Insurance regulations.
 - f) Public Liability Insurance as required under Public Liability Insurance Act 1991.
- 9.3 Contractor shall obtain additional insurance or revise the limits of existing insurance as per Company's request in which case additional cost shall be to Contractor's account.
- 9.4 Any deductible set forth in any of the above insurance shall be borne by Contractor.
- 9.5 Contractor shall furnish to Company prior to commencement date, certificates of all its insurance policies covering the risks mentioned above.

- 9.6 If any of the above policies expire or are cancelled during the term of this contract and Contractor fails for any reason to renew such policies, then the Company will renew/replace same and charge the cost thereof to Contractor. Should there be a lapse in any insurance required to be carried out by the Contractor for any reason whatsoever, loss/damage claims resulting there from shall be to the sole account of Contractor.
- 9.7 Contractor shall require all of his sub-Contractor to provide such of the foregoing insurance coverage as Contractor is obliged to provide under this Contract and inform the Company about the coverage prior to the commencement of agreements with its sub-Contractors.
- 9.8 All insurance taken out by Contractor or his sub-Contractor shall be endorsed to provide that the underwriters waive their rights of recourse on the Company.

10.0 CHANGES:

- 10.1 During the performance of the work, Company may make a change in the work within the general scope of this Contract including, but not limited to, changes in methodology, and minor additions to or deletions from the work to be performed. Contractor shall perform the work as changed. Changes of this nature will be affected by written order (Change Order) by the Company.
- 10.2 If any change result in an increase in compensation due to Contractor or in a credit due to Company, Contractor shall submit to Company an estimate of the amount of such compensation or credit in a form prescribed by Company. Such estimates shall be based on the rates shown in the "Schedule of Rates" (Section-IV, Part-3). Upon review of Contractor's estimate, Contractor shall establish and set forth in the Change Order the amount of the compensation or credit for the change or a basis for determining a reasonable compensation or credit for the change. If Contractor disagrees with compensation or credit set forth in the Change Order, Contractor shall nevertheless perform the work as changed, and the parties will resolve the dispute in accordance with Clause 13.0 hereunder. Contractor's performance of the work as changed will not prejudice Contractor's request for additional compensation for work performed under the Change Order.

11.0 FORCE MAJEURE:

- 11.1 In the event of either party being rendered unable by "Force Majeure" to perform any obligation required to be performed by them under the contract, the relative obligation of the party affected by such "Force Majeure" will stand suspended as provided herein. The word "Force Majeure" as employed herein shall mean acts of God, war, revolt, agitation, strikes, riot, fire, flood, sabotage, civil commotion, road barricade (but not due to interference of employment problem of the Contractor) and any other cause, whether of kind herein enumerated or otherwise which are not within the control of the party to the contract and which renders performance of the contract by the said party impossible.
- 11.2 Upon occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing within Seventy Two (72) hours of the alleged beginning and ending thereof, giving full particulars and satisfactory evidence in support of its claim.

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 ten 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 to the equipment/material, are transferred or assigned without the Company’s consent, the Company may at its absolute discretion, terminate this Contract.

12.6 If at any time during the term of this Contract, 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 telex or Fax and confirmed in writing to the applicable address specified below :

Company	Contractor
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:

Contractor shall not subcontract or assign, in whole or in part, its obligations to perform under this contract, except with Company's prior written consent. Company reserves the right to refuse any such request if in the opinion of Company such subcontracting is un-acceptable/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 agreed time frame as stipulated in the contract, the Contractor shall be liable to pay liquidated damages at the rate of 0.5% (half percent) of the total estimated one year contract value per week or part thereof of delay in each call subject to maximum of 7.5% (seven & half percent). The cumulative Liquidated Damages against this contract shall not exceed 7.5% (seven & half percent) of the total evaluated contract value. Liquidated Damages shall be reckoned from the date after expiry of the scheduled mobilization period as per call notice till the date of completion of mobilisation against each call.
- 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 Contract value for one year towards performance security. The performance security shall be kept valid for seven (7) 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 the mobilization (of each phase) is completed under the contract as per clause 2.2 of Section-I under PART-2, duly certified by Company's representative. Payment of Mobilization Charges (in phases) 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.
- 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 8.0 of 'Special Terms & Conditions of Contract', payment of demobilization charges shall be made when applicable following receipt of invoice by Company accompanied by the following documents from the Contractor:
- a) Proof of re-export of all items (excepting which are consumed during the Contract period) and also cancellation of re-export bond if any.
 - b) 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-2.

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-2.
- 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 with-holding 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) The Sales Tax/VAT Act.
 - l) Service Tax Act
 - m) Customs & Excise Act & Rules
 - n) State Entry Tax Act.
 - o) 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 the operation 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/properly 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/properly 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 POLLUTION AND CONTAMINATION:

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

30.2 Pursuant to Clause 30.1 above, the Company agrees that Contractor shall not be responsible for and Company shall indemnify and hold Contractor, its agent, servants, officers and employees harmless from any liability, loss, cost or expense for loss or damage from pollution or contamination arising out of or resulting from any of Contractor's services/operations unless such pollution or contamination is caused by Contractor's Gross Negligence.

30.3 Notwithstanding anything to the contrary contained herein, it is agreed that Company shall release, indemnify and hold Contractor and its sub-contractors harmless from any and all claims, judgments, losses, expenses and any costs related thereto (including but not limited to Court costs and "Attorneys fees") for:

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

d) Any property damage or loss or personal injury or death arising out of or in connection with a blowout, fire explosion and loss of well control regardless of cause.

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

31.0 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-2

SECTION- II

SCOPE OF WORK/TERMS OF REFERENCE/TECHNICAL SPECIFICATIONS

1.0 INTRODUCTION:

This section establishes the scope and schedule for the work to be performed by the Liner Hanger Engineer 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 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	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 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

in West Bengal. The proposed area lies in between the following broad coordinates:		coordinates.	
Block Area			
The proposed area lies in between the following broad coordinates: (Coordinates of Block MZ-ONN-2004/1)		The proposed area lies in between the following broad coordinates: (Coordinates of Block AA-ONN-2002/3)	
Points	Latitude (N)	Longitude (E)	Points
A	23°40'00"	92°32'54.85"	A
B	23°00'00"	92°35'58"	B
C	23°00'00"	93°00'00"	C
D	23°40'00"	93°00'00"	D
A	23°40'00"	92°32'54.85"	E
			A
			25°40'20.87"
			93°07'48.04"
Brief on Geology			
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.		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"	
Anticipated Pressure Profile			
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)		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.	
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 CO ₂ & H ₂ S																	
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 & Cement Program (subject to change)																	
Tentative Casing Program:				Tentative Casing Program:													
Hole Size (inch)	Hole / Liner Size	Approximate Casing / Liner Shoe Depth (mtrs.)					Hole Size (inch)	Casing / Liner Size	Approx. Casing / Liner Shoe Depth								
		Loc-2	Loc-3	Loc-4/5	Loc-1	Loc-8											
26	20" Casing	300	300	300	300	300	17.1/2	13.3/8" Casing	150 Mtrs.								
17.1/2	13.3/8" Casing	1800	1800	1800	1200	1400	12.1/4	9.5/8" Casing	1000 Mtrs.								
12.1/4	9.5/8" Casing	3400	3400	3400	2600	3400	8.1/2	7" Prod. Liner	900 - 2100 Mtrs.								
8.1/2	7" Prod. Liner	-----	-----	-----	2400-3500	3250 - 4000											
8.1/2	5.1/2" Casing	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>																	
Tentative Mud Program:				Tentative Mud Program:													
Casing / Liner Size (inch)	Mud Type	Mud Density (lbs/cft)	PV (cp)	YP (lbs/100 ft ²)	Filt. Loss (cc/30 min)	Mud pH	Viscosity (sec)	Solid Content %	Casing / Liner Size (inch)	Mud Type	Mud Density (lbs/cft)	PV (cp)	YP (lbs/100 ft ²)	Filt. Loss (cc/30 min)	Mud pH	Viscosity (sec)	Solid Content %
20	Water Based Mud	66-68	15-20	15-20	15-20	8.5-9.5	60	2-3	13.3/8	Water Based Mud	66-68	15-20	15-20	15-20	8.5-9.5	60	2-3
13.3/8	Bentonite Gel Mud	68-72	10-15	15-20	12-18	8.5-9.5	55-60	3-4	9.5/8	Bentonite Gel Mud	68-72	10-15	15-20	12-18	8.5-9.5	55-60	3-4
9.5/8	K ₂ SO ₄ Polymer Mud	72-85	12-18	20-25	5-10	8.5-9.5	50-55	4-6	5.1/2	K ₂ SO ₄ Glycol Mud	80-90	20-25	25-30	4-8	8.5-9.5	45-55	4-6
5.1/2	K ₂ SO ₄ Glycol Mud	80-90	20-25	25-30	4-8	8.5-9.5	45-55	4-6	7 or 5	K ₂ SO ₄ Glycol Mud	80-90	20-25	25-30	4-8	8.5-9.5	45-55	4-6
7 or 5	K ₂ SO ₄ Glycol Mud	80-90	20-25	25-30	4-8	8.5-9.5	45-55	4-6	7	K ₂ SO ₄ Polymer Mud	72-76	12-18	20-25	5-10	8.5-9.5	50-55	4-6

Tentative Cement Program:						Tentative Cement Program:					
Casing / Liner Size (inches)	Cement Up To (Type)	Density (lbs/cft)	Max. Fluid Loss (cc)	Thickening Time (Hrs)	Temp. Gradient (°C/100 m)	Casing / Liner Size (inch)	Cement Up To (Type)	Density (lbs/cft)	Max. Fluid Loss (cc)	Thickening Time (Hrs)	Temp. Gradient (°C/100 m)
20	Surface (API-G)	114	150	4+	2.3 – 2.5	13.3/8	Surface (API-G)	114	150	4+	2.3 – 2.5
13.3/8	Surface (API-G)	Lead 102 Tail 110	Lead 150 Tail 100	6+ 4+	2.3 – 2.5	9.5/8	Surface (API-G)	Lead 102 Tail 110	Lead 150 Tail 100	6+ 4+	2.3 – 2.5
9.5/8	200 Mts inside 13.3/8 Csg. (API-G)	Lead 102 Tail 110	Lead 150 Tail 100	6+ 4+	2.3 – 2.5	7	Liner Top (API-G)	118	40-60	5+	2.3 – 2.5
5.1/2	200 Mts inside 9.5/8 Csg. (API-G)	118	40-60	5+	2.3 – 2.5						
7 or 5	Liner Top (API-G)	118	40-60	5+	2.3 – 2.5						
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 / Service Provider 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. Liner Hanger Engineer for running, setting, cementing and testing of 7” (inside 9.5/8” casing) & 5” (inside 7” liner) Liner Hanger with Packer including tieback (if required) on **CALL OUT** basis. Personnel will be subjected to mobilization and demobilization any time based on requirement at the discretion of the Company.
- 3.2 The Contractor/Service provider shall provide tool & equipment along with the required consumable for 7” tie back service (optional) on **CALL OUT** basis.
- 3.3 The responsibilities of Contractor’s personnel i.e. Liner Hanger Engineer shall be including but not limited to the following jobs in order to support the Company in successful completion of liner hanger job(s) on on-shore wells in various blocks of Northeast India:

A. Arranging, Running, Setting, Cementing and Testing of 7” Liner Hanger (inside 9.5/8” Casing) and 5” Liner Hanger (inside 7” Liner) with Packer on Company’s provided materials (consumables cum running & setting tool).

- a. To provide complete operational plan for running, setting, cementing & testing of Liner hanger with Packer in consultation with the Company Representative and Rig Manager.
- b. Before the commencement of job, the Contractor shall study the charter hire rig facility offered by Company, its tools / equipment including mud handling system and solid control equipment and other facilities etc. so that they can make a realistic assessment about Company’s infrastructure facilities which may be

utilized during execution of any job.

- c. To check & inspect the availability of various consumables, running & setting tools, etc. for successful completion of job in an effective and safe manner without any harm to equipment, personnel or the environment.
- d. To arrange for and complete the running, setting, cementing & testing of Liner Hanger (with Packer) job with proper coordination with personnel of company and company's engaged third party service providers viz. rig services, mud engineering services, cementing services, etc.
- e. To arrange for, run, set and test Tie-Back string (optional service) in case company decides to tie-back the 7" liner to surface.

In addition to above the contractor is also required:-

- a. To maintain and service all Liner hanger related equipment belonging to Company or Contractor and thus avoid downtime.
- b. Any other jobs generally connected with such services or bringing-in a well to health shall be provided by the Contractor when called upon to do so including supply of any extra items/equipment (on mutually agreed terms & conditions).
- c. To carry out dismantling of Liner hanger related equipment belonging to Company or Contractor after completion of job in each drilling location
- d. To prepare the tool/equipment/ consumables for inter-location movement.
- e. To carry out any other job (associated with Liner operation) as decided by Company.
- f. To demobilize personnel upon receipt of demobilization notice from the Company.

(Note: Company will provide crane/lifting facility to Liner Hanger Service Engineer through company's hired third party services for handling, loading/unloading of equipment, Assembly and lifting assembled items to derrick floor)

B. Submit compiled report on completion of each Liner Hanger &/or tie-back job. The report should consisting of the following:

1. Brief summary of operational sequence.
2. Analyze and recommend optimum parameters / best practices for future jobs.

Note:

- i. Reports should be in the English language only.***
- ii. Report should be submitted immediately upon completion of each job to the Project Head of the Company / Company Representative in hardcopy as well as in soft/digital form.***

4.0 DETAILS OF PERSONNEL TO BE DEPLOYED BY THE CONTRACTOR:

Liner Hanger Engineer : 1 (One)

- a) The Contractor shall engage one Liner Hanger Engineer having requisite experience for carrying out job at designated 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.

- 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 **format**) 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 a) MOBILISATION PERIOD (FOR PERSONNEL – ON CALLOUT BASIS):

The bidder must be in a position to mobilize their personnel within 7 (Seven) days of mobilization notice issued by the company.

b) MOBILISATION PERIOD (FOR TOOLS AND EQUIPMENT - OPTIONAL):

For optional service related to 7” tie back in case of company’s decision the bidder must be in a position to mobilize their tools & equipment for running & setting of 7” Tie back string within 30 (Thirty) days of mobilization notice issued by 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 of 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) The Contractor shall prepare written Safe Operating Procedure (SOP) for the work to be carried out, including an assessment of risk, wherever possible and safe methods to deal with it/them. The SOP should clearly state the risk arising to men, machineries & material from the mining operation / operations to be done by the Contractor and how it is to be managed.

- iv) The Contractor shall provide a copy of the SOP to the person designated by the mine owner who shall be supervising the contractor's work.
- v) Keep an up to date SOP and provide a copy of changes to a person designated by the Mine Owner/Agent/Manager.
- vi) Contractor has to ensure that all work is carried out in accordance with the Statute and SOP and for the purpose he may deploy adequate qualified and competent personnel for the purpose of carrying out the job in a safe manner. For work of a specified scope/nature, he should develop and provide to the mine owner a site specific code of practice in line.
- vii) It will be entirely the responsibility of the Contractor to ensure strict adherence to all HSE measures and statutory rules during operation in OIL's installations and safety of workers engaged by him. The crew members will not refuse to follow any instruction given by company representative / rig manager / rig superintendent / Installation Manager / Safety Officer / Engineer / Official / Supervisor/Junior Engineer for safe operation.
- viii) Any compensation arising out of the job carried out by the Contractor whether related to pollution, Safety or Health will be paid by the contractor only.
- ix) Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the contractor.
- x) The Contractor shall have to report all incidents including near miss to company representative / rig manager / rig superintendent / Installation Manager.
- xi) The Contractor has to keep a register of the persons employed by him/her. The Contractor's supervisor shall take and maintain attendance of his men every day for the work, punctually.
- xii) If the Company arranges any safety class / training for the working personnel at site (company employee, contractor worker, etc.) the Contractor will not have any objection to any such training.
- xiii) To arrange daily tool box meeting and regular site safety meetings and maintain records.
- xiv) Records of daily attendance, accident report etc. are to be maintained in Form B, E, J (as per Mines Rules 1955) by the Contractor.
- xv) A contractor employee must, while at work, take reasonable care for the health and safety of people who are at the employee's place of work and who may be affected by the employee's act or omissions at work.
- xvi) A contractor employee must, while at work, cooperate with his or her employer or other persons so far as is necessary to enable compliance with any requirement under the act or the regulations that is imposed in the interest of health, safety and welfare of the employee or any other person.
- xvii) Contractor's arrangements for health and safety management shall be consistent with those for the mine owner.

- xviii) 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.
- xix) When there is a significant risk to health ,environment or safety of a person or place arising because of a non-compliance of HSE measures company will have the right to direct the contractor to cease work until the non-compliance is corrected.
- xx) The Contractor should frame a mutually agreed bridging document between OIL & the contractor with roles and responsibilities clearly defined.
- xxi) 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.

7.0 DETAILS OF TOOLS/EQUIPMENT/CONSUMABLES TO BE PROVIDED BY COMPANY:

A. Consumables for 7" liner in 9.5/8" Casing

Sl.	Item Description	Mat Code															
1	<p>HYDRAULIC SET SINGLE CONE NON - ROTATING LINER HANGER ASSEMBLY TO HANG 7" OD, 26-29 PPF BTC, P-110 LINER, INSIDE 9-5/8", 47 PPF, CASING.</p> <p>A) <u>BOTIL PRODUCT NO.: BI 261-1U</u> - Size 9-5/8" 47 PPF x 7", 26-29 PPF BOTIL Model 'BT' Hydraulic Set Single Cone Liner Hanger with Slips having 7", BTC Box up x Pin Down. Material: P-110</p> <p>B) <u>BOTIL PRODUCT NO: BI 261-22</u> - Size 9-5/8", 47 PPF x 7", 26-29 PPF BOTIL Model 'BRL' Setting Collar with LH threads for Running Tool and thread for Tie Back Receptacle. Has profile to receive and land Retrievable Pack-Off Bushing. Having 7" BTC Pin at the Bottom to connect with the Liner Hanger item A. Material : P-110</p> <p>C) <u>BOTIL PRODUCT NO.: BI 271-1U</u> - BOTIL Size 7.375 Tie Back Receptacle with 6 ft. .long, 7.375" ID, with Stub Acme Box Down, with Tapered and Chamfered Top for easy passage of Completion Tools. Material : P-110</p> <p>D) <u>BOTIL PRODUCT NO.: BI 274-06</u> - Size 7" BOTIL Model 'BC' PDC Drillable Hydraulic Landing Collar with 7", BTC Box up x Pin down connection, Non-Rotating feature for Plugs having with Ball seat Catcher. Provided with size 1-3/4" Brass Setting Ball.</p>	03634012															
2	<u>BOTIL PRODUCT NO. : BI 100-35</u> - Size 7" BOTIL Down Jet Swirl, Double Valve, cement float shoe, with Aluminium Bladed nose PDC drillable, having 7", 29 PPF BTC Box up, suitable for 7", 26-29 PPF Liner Casing. Material : P-110	03634045															
3	<u>BOTIL PRODUCT NO. : BI 269-0U</u> - Size 7" BOTIL Model 'BLWP' Latch Down Liner Wiper Plug ,PDC Drillable , designed to land & lock in Landing Collar, Suitable for 7" OD, 29 PPF Liner Casing	03634056															
4	<p><u>REDRESS KIT FOR RETRIEVEABLE PACK OFF BUSHING</u> - Redress Kit for size 9-5/8" x 7" Retrievable Pack-Off Bushing Product No. BI 282-03. Each set comprising of following items & quantities:-</p> <table border="0"> <thead> <tr> <th>Commodity No.</th> <th></th> <th>Qty</th> </tr> </thead> <tbody> <tr> <td>i) BI WW-B237-H40</td> <td>'O' Ring</td> <td>4</td> </tr> <tr> <td>ii) BI -101829-00</td> <td>Chevron Seal(Nitrile)</td> <td>8</td> </tr> <tr> <td>iii) BI WW-GS1D-OS0</td> <td>Hex Sec. Set Screw</td> <td>4</td> </tr> <tr> <td>iv) BI WW-GS1B-OH0</td> <td>Hex Sec. Set Screw</td> <td>2</td> </tr> </tbody> </table>	Commodity No.		Qty	i) BI WW-B237-H40	'O' Ring	4	ii) BI -101829-00	Chevron Seal(Nitrile)	8	iii) BI WW-GS1D-OS0	Hex Sec. Set Screw	4	iv) BI WW-GS1B-OH0	Hex Sec. Set Screw	2	03634136
Commodity No.		Qty															
i) BI WW-B237-H40	'O' Ring	4															
ii) BI -101829-00	Chevron Seal(Nitrile)	8															
iii) BI WW-GS1D-OS0	Hex Sec. Set Screw	4															
iv) BI WW-GS1B-OH0	Hex Sec. Set Screw	2															
5	<u>BOTIL PRODUCT NO. : BI 281-OU-7</u> - Compression set liner Top Packer, Size 9.5/8", 47-53.5 ppf x 7", 26-29 ppf. Material: L-80, Elastomer: Nitrile, Temperature: 250°F, Differential Pressure: 5000 psi.	03634401															

6	<u>BOTIL PRODUCT NO. : BI 261-07-7</u> - Setting Collar for 9.5/8", 47-53.5 ppf x 7", 26-29 ppf. Material: L-80.	03634403
7	<u>BOTIL PRODUCT NO. : BI 281-2U-7</u> - Top Set Running Tool for setting Liner Top Packer with 4.1/2" API IF Box up x Pin down. Size: 9.5/8" x 7"	03634405

B. Consumables for 5" liner in 7" Liner / Casing

Sl.	Item Description	Mat Code									
1	<p>HYDRAULIC SET SINGLE CONE NON - ROTATING LINER HANGER ASSEMBLY TO HANG 5" OD, 13-15 PPF, P-110 FL4S THREADED LINER, INSIDE 7", 29 PPF, CASING.</p> <p><u>BOTIL PRODUCT NO.:</u> BI 261-1U - Size 7", 26-29 ppf x 5", 15 PPF BOTIL Model 'BT' Hydraulic Set Single Cone Liner Hanger with Slips having 5", 15 NEW-VAM Box up x 5", 15 PPF FL-4S Pin down. Material : P-110</p> <p>Running Tool for Size 7" x 5" BOTIL Liner Hanger complete with Positive Two-Way seal systems for 7" x 5"(Hydraulic Set Non- Rotating Liner Hanger Equipment), Each set Comprising of Following Items:</p> <p>A) <u>BOTIL PRODUCT NO. : BI265-0U</u> - Size 7" x 5" BOTIL Model 'BFN' Running Tool for Liner Hanger w/3-1/2" IF Box up x 2-3/8",EU 8 RD Special Box Down</p> <p>B) <u>BOTIL PRODUCT NO. : BI 25X-0U</u> - Size 7" x 5" BOTIL Model 'BF'Debris Screen for Tie Back Receptacle.</p> <p>C) <u>BOTIL PRODUCT NO. : BI265-1U</u> - BOTIL Handling Nipple for Running Tool w/3-1/2" IF Box up x Pin Down , grade G105, 10 ft long.</p> <p>D) <u>BOTIL PRODUCT NO. : BI283-01</u> - Size 2.375" x 12 ft long BOTIL Model 'BER' Slick Joint suitable to use with retrievable Pack off Bushing, bottom end with provision for Shear Screws of Liner Wiper Plug w/2-3/8" EU 8 RD Pin up.</p> <p>E) <u>BOTIL PRODUCT NO. : BI282-03</u> - Size 7" x 5" Retrievable Pack-Off Bushing suitable to latch down in BRL Setting Collar.</p>	03634307									
2	<p><u>BOTIL PRODUCTS NO. : BI 261-12</u> Size 7", 26-29 PPF x 5", 15 PPF BOTIL Model 'BRL' Setting Collar with LH threads for Running Tool and thread for Tie Back Receptacle. Has profile to receive and land Retrievable Pack-Off Bushing. Having 5", 15 PPF NEW-VAM Pin at the Bottom to connect with the Liner Hanger. Material : P-110</p> <p>A) <u>BOTIL PRODUCT NO.:BI 271-1U</u> Qty.-02 Size 5.25" BOTIL Tie Back Receptacle, 6 ft long, 5.25" Polished ID, with National Box Down, having Tapered and Chamfered top for easy passage of Completion Tools. Material : P-110</p>	03634318									
3	<u>BOTIL PRODUCT NO. : BI 274-06</u> - Size 5" BOTIL Model 'BC' PDC Drillable Hydraulic Landing Collar with 5", 15 PPF, FL-4S Box up x Pin down connection, Non-Rotating feature for Plugs having Ball Seat Catcher. Provided size 1-1/4" Brass Setting Ball.	03634329									
4	<u>BOTIL PRODUCT NO. : BI 100-35</u> - Size 5" BOTIL Down Jet Swirl, Double Valve, Cement Float Shoe with Aluminium Bladed nose, PDC drillable, having 5",15 PPF, FL-4S Box up, Suitable for 5",13-15 PPF Liner Casing. Material : P-110	03634331									
5	<u>BOTIL PRODUCT NO. : BI 269-0U</u> - Size 5" BOTIL Model 'BL WP' Latch Down Liner Wiper Plug, PDC drillable, designed to land & lock in Landing Collar, suitable for 5" OD, 13-15 PPF Liner Casing.	03634342									
6	<u>BOTIL PRODUCT NO. : BI 270-0U</u> - Size 3-1/2"- 5" BOTIL Model 'BDWP' Latch Down Drill Pipe Wiper Plug, PDC drillable for 3-1/2" OD, 13.3 PPF and 5" OD, 19.5 PPF Drill Pipes.	03634353									
7	<p><u>REDRESS KIT FOR RETRIEVABLE PACK OFF BUSHING</u> Redress Kit for size 7" x 5" Retrievable Pack-Off Bushing Product No.BI 282-03. Each set comprising of following items & quantities: -</p> <table border="0"> <tr> <td>Commodity No.</td> <td></td> <td>Qty.</td> </tr> <tr> <td>i) BI WW-B241-H40</td> <td>'O' Ring</td> <td>4</td> </tr> <tr> <td>ii) BI-102337-00</td> <td>Chevron Seal (Nitrile)</td> <td>8</td> </tr> </table>	Commodity No.		Qty.	i) BI WW-B241-H40	'O' Ring	4	ii) BI-102337-00	Chevron Seal (Nitrile)	8	03634386
Commodity No.		Qty.									
i) BI WW-B241-H40	'O' Ring	4									
ii) BI-102337-00	Chevron Seal (Nitrile)	8									

	iii) BI WW-GS1D-0S0 Hex Sec. Set Screw	4	
	iv) BI WW-GS1B-080 Hex Sec. set screw	2	
8	<u>BOTIL PRODUCT NO. : BI270-0U</u> - Size 5" BOTIL Model 'BDWP' Latch Down Drill Pipe Wiper Plug, PDC drillable, designed to land & lock in Liner Wiper Plug, for 5" OD, 19.5 PPF 2.750" I.D. TOOL Joint Drill Pipes.		03634067
9	<u>BOTIL PRODUCT NO. : BI 281-OU-5</u> - Compression set liner Top Packer, Size 7", 26-29 ppf x 5", 13-15 ppf. Material: L-80, Elastomer: Nitrile, Temperature: 250°F, Differential Pressure: 5000 psi.		03634402
10	<u>BOTIL PRODUCT NO. : BI 261-07-5</u> - Setting Collar for 7", 26-29 ppf x 5", 13-15 ppf. Material: L-80.		03634404
11	<u>BOTIL PRODUCT NO. : BI 281-2U-5</u> - Top Set Running Tool for setting Liner Top Packer with 3.1/2" API IF Box up x Pin down. Size: 7" x 5"		03634406

C. Other items

Sl.	Item Description
1	Circulating Head for 5" OD Drill pipe
2	Cementing Head for 5" OD Drill pipe

8.0 DETAILS OF CONSUMABLES TO BE PROVIDED BY THE CONTRACTOR FOR OPTIONAL SERVICE (ON CALLOUT BASIS):

Sl. No	Brief Description	Unit	Estimated Requirement
1	Set of Tie-Back Seal Assembly suitable for 7" x 29 ppf x P-110 x BTC Casing	Set	1

(Note: The above item must reach the designated well site within 30 days of notice by the company)

9.0 GENERAL NOTES ON SCOPE OF WORK

- a) The bidder's key personnel (i.e. Liner Hanger Engineer) to be deployed against this tender, must be having at least five (5) years of experience in oil & gas drilling wells for running & setting Liner Hanger with Packer. During the period of five years preceding the bid closing date, the proposed Liner Hanger Engineer must have successfully completed at least five such jobs independently. Bidder must submit the complete bio-data including the work experience of their proposed personnel in following format along with the Bid.

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. JOB EXPERIENCE IN REVERSE ORDER:

PHOTO

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

(N.B: Please add rows if required)

8. WORKING EXPERIENCE AS LINER HANGER ENGINEER IN OIL & GAS DRILLING WELLS (for running & setting Liner Hanger with Packer and tie back services):

Period		Name of the Employer	Place of operation	Details of Liner run & set with well details
From	To			

(N.B: Please add rows if required)

NOTE: Please attach copies of documents to proof Identity and Date of Birth.

Signature and seal of the Bidder:

Name & Designation of Bidder:

- b) Bidder must indicate the best mobilization schedule in their bid for personnel as well as for Tools & equipments.
- c) Bidder to forward necessary catalogue, literature for offered tools & equipment and consumable.

END OF SECTION – II

PART-2
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) Liner Hanger Engineer 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 Liner Hanger Engineer only.

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

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 Safety and security of Contractor's resources including equipment, materials & stores will be the sole responsibility of the Contractor. Company will not handle/operate any of Contractor's equipment and materials at site with or without permission, unless it is considered otherwise necessary to safeguard life/property.

- 3.4 **PROTECTION OF ENVIRONMENT:** 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 Contractor at their cost shall arrange clearance of all tools, equipment, etc. from customs and port authorities in India. Company will provide all reasonable assistance but the responsibility for clearance will rest with the Contractor. Any demurrage in this process will be at Contractor's cost.
- 5.2 For clearance of imported items on concessional/nil rate of customs duty as prevailing now, Company will issue recommendatory letters for Contractor to obtain Essentiality Certificates (EC) from the DGH (India), provided proper commercial invoice(s) & request letter is received by Company in 20 days (min.) advance. Delay in submission of such documents or submission of improper/ inadequate documents to Company in this regard will be at sole risk and liability of Contractor.
- 5.3 Contractor shall arrange for inland transportation of all tools, equipment, etc. from the port/yard to the place of work and back at the end of the work at their own expense.
- 5.4 Contractor shall keep their equipment in good working order all throughout.
- 5.5 In case the Contractor imports the tools, equipment, etc. on re-export basis, the Contractor shall ensure for re-export of the tools, equipment, etc. and complete all documentation required. Company will issue necessary certificates etc. as required.
- 5.6 Any other works required for efficient and successful execution of work shall be carried out by the Contractor except those enumerated under the obligations of the Company defined below.
- 5.7 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.
- 5.8 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.
- 5.9 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 shall be responsible for Petroleum Exploration License (PEL) and consent to operate from appropriate authorities for carrying out the drilling operation. Administrative help will be provided by Company towards obtaining permits for the expatriates required for the operations. However, the Contractor shall make available the required details of the expatriates, for their permits, well in time. Company will arrange 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 and equipment in case of natural disasters, civil disturbances and epidemics.
- 6.3 **CUSTOMS DUTY:** The Services under this Contract shall be carried out in NELP Block and therefore, imports under the Contract are presently exempted from customs duty. Company shall provide recommendatory letters to Directorate General of Hydrocarbons, New Delhi (DGH) for issuance of Essentiality Certificate (EC) to enable Contractor to import goods for providing services under this Contract at concessional (Nil) customs duty. Contractor should provide the list of items (if any) to be imported under this Contract in the format specified in **Proforma-A** for issuance of recommendatory letter to DGH. On shipment of goods as per **Proforma-A**, the Contractor shall intimate Company along with all shipping documents (with clear 15-20 working days notice) for arranging Recommendatory Letter provided all the documents submitted by the Contractor are in order. However, securing EC from DGH in time shall rest on the Contractor.
- 6.3.1 However, in the event customs duty is leviable during the course of contract arising out of a change in the policy of the Government, Company shall be liable for payment of the customs duties leviable in India on Contractor's items as provided in **Proforma-A** or the actuals whichever is less, provided Contractor furnishes all necessary documents indicating the estimated customs duty at least 10 days in advance. Such payment of customs duty shall be arranged by Company and made available to the representatives of Contractor at Calcutta within 3 working days after Contractor submits the undisputed and clear necessary documents/duty assessment papers at Company's office at Calcutta. Contractor would be responsible for passing such payment to customs authorities at the port of entry. Company's obligation for customs duty payment shall be limited/restricted to the tariff rates as assessed by the customs on the day of clearance, or as on the last day of the stipulated mobilization period in case of clearance thereafter, on the CIF value of items in **Proforma-A** will be frozen and any increase in customs duty on account of increase in value on these will be to the Contractor's account. Furthermore, in case the above CIF value is not acceptable to assessing customs officer and as a result any excess customs duty becomes payable, it shall be to Contractors account. Before filing Bill of entry, the Contractor must consult the Company to avoid payment of excess customs duty.
- 6.3.2 Contractor shall, however, arrange clearance of such items from customs and port authorities in India and shall pay all requisite demurrages, if any, clearance fees/charges, port fees, clearing and forwarding agent fees/charges, inland transport charges etc. Company shall provide all assistance by issuance of necessary letter of authority or other relevant documents and necessary help.

6.4 The Company shall provide, if required, all necessary documents for clearance from Govt. of India or States or their departments or undertakings and will extend all assistance and necessary help to the Contractor. The Contractor will give the Company forty five (45) days advance intimation for providing Import License, if any, provided all the documents submitted by the Contractor are in order.

7.0 COMPLETION OF DEMOBILIZATION: Demobilization of Contractor's personnel and/or tools & equipment from the site shall be completed by Contractor within 15 (fifteen) days of expiry/termination of the contract. After the completion of work, all equipment, accessories etc. brought into India on re-export basis shall be re-exported by Contractor except consumables and spares, which were consumed during the course of job execution under the contract. In case of failure to do so in the allotted time hereof except under circumstances relating to Force Majeure, Company reserves the right to withhold the estimated amount equivalent to the customs duty and/or penalty leviable by customs on such default in re-export from Contractor's final settlement of bills. In the event all/part of the equipment etc. are transferred by Contractor within the country to an area where no nil customs duty is applicable and/or sold to a third party after obtaining permission from Company and other appropriate government clearance in India, then Contractor shall be fully liable for payment of the custom duty.

END OF SECTION - III

PART-2

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 Table is tentative and valid for Bid Evaluation purpose only. Payment to the successful Bidder/Contractor 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 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 in the Table only.

1.0 PERSONNEL CHARGES:

A. MOBILIZATION & DEMOBILIZATION CHARGES OF PERSONNEL FOR CALLOUT SERVICES:

Mobilization & Demobilization charges on lumpsum basis for Liner Hanger Engineer will be paid subjected to fulfilment of following:

- i) That the Contractor's personnel have arrived the Company's designated site & reported his arrival to Company representative and is ready to undertake / commence the work assigned under the contract.
- ii) That the Contractor's personnel have departed from the Company's designated site upon receipt of demobilization notice from the company.
- iii) Mobilization & Demobilization 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:

- i) The day rate shall be payable to the Contractor for 1 (one) no. of Liner Hanger Engineer on 24 hours a day basis at designated Site.
- ii) The day rate shall be payable to Contractor's personnel for the period starting from his arrival time at well Site and will cease from the day & time the Contractor's personnel leaves the well Site.
- iii) The Contractor's personnel shall be paid at a fixed 'Day Rate' for the Period during which he is at the well Site only for the assigned job.
- iv) Accommodation, meal, laundry, etc. will be provided at well site free for the Period during which he is at the well Site only.

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. The same is also payable on pro-rata to the nearest hour basis for part of a day, if any.

(i) Liner Hanger Engineer: One (1)

(b) Besides above, the Contractor may engage additional personnel for 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 Contractor's personnel (i.e. one 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 Contractor's personnel free of cost. However, it will be the sole responsibility of Contractor to provide specialized medical facility, if the need so arises.

2.0 FORCE MAJEURE DAY RATE: (LUMP SUM PER DAY):

- a) Upon occurrence of force majeure situation pursuant to Clause No.11.0 in "Section-I of PART-2", only the Force Majeure Day Rate shall be payable by Company, which should be restricted to maximum fifty percent (50%) of the 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 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 Day Rate.**

3.0 OPTIONAL SERVICE OF RUNNING & SETTING 7" TIE-BACK STRING - ON CALLOUT BASIS:

- a) Mobilization charges for tools & equipment for running & setting of 7" (29 ppf x N-80 or P-110 x BTC Casing) Tie back string will be payable when the contractor's tool is ready at designated well site undertake / commence the work assigned under the contract and duly certified by the Company representative.
- b) Rental charges (on per day of 24 Hrs basis) for tools & equipment for running & setting of 7" (29 ppf x N-80 or P-110 x BTC Casing) Tie back string will be payable with effect from the completion of mobilization till date & time of demobilization. For part of a day, payment will be calculated on Pro-rata basis to the nearest half an hour only.
- c) The Demobilization Charges for tools & equipment for running & setting of 7" (29 ppf x N-80 or P-110 x BTC Casing) Tie back string shall be payable one time on lump sum basis which shall cover all expenses of Contractor towards demobilization.

4.0 COST OF CONSUMABLES:

Bidder is required to quote the complete 7" Tie Back Seal Assembly as an optional consumable item in price bid format, the item will be consumed only in case company decides to run 7" tie back up to surface based on operational requirement. Printed literature along with technical details shall be submitted by the bidder in support of their offer.

PART-3

PROFORMA-A

LINER HANGER SERVICES FOR MIZORAM

LIST OF ITEMS TO BE IMPORTED, IF ANY (Equipment, Tools, Accessories etc.)

Currency: Bidders to quote

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

- 1.0 The items which are not of consumable in nature and required to be re-exported outside India after completion of the Contract should be indicated as "YES" in column "J".
- 2.0 The items, which are of consumable in nature should be indicated as "NO" in column "J".
- 3.0 For estimation of applicable customs duty, the bidders are required to indicate customs tariff code (i.e. HSN Code) of each item in column "L".

Authorized Person's Signature: _____
Name: _____

Seal of the Bidder:

PART-3

PROFORMA - B

PRICE BID FORMAT (FOR BID EVALUATION)

COST OF HIRING OF SERVICES OF LINER HANGER ENGINEER FOR RUNNING, SETTING, TESTING AND CEMENTING OF LINER HANGER WITH PACKER IN PROJECTS UNDER OIL'S NEF PROJECT DEPARTMENT IN STATES OF NORTH-EASTERN INDIA.

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.

TABLE – A
COST OF SERVICES

Sl. No.	Services	Unit	Quantity (a)	Unit Rate (b)	Total Amount (c = a * b)
Personnel Charges (for Liner Hanger Engineer):					
1	Mobilization & Demobilization Charges per Call	Lumpsum	5		
2	Day Rate	Man-Day	35		
7" Tie-Back String Running & Setting Service (Optional) – on callout basis:					
3	Mobilization Charges for tools & equipment for running & setting of 7" Tie back string.	Lumpsum	1		
4	Rental Charges for tools & equipment for running & setting of 7" Tie back string.	Per Day	7		
5	De-mobilization Charges for tools & equipment for running & setting of 7" Tie back string.	Lumpsum	1		
Total Estimated Contract Value of Services: [Sum total of Srl. 1 to 5]					

NOTES FOR TABLE - A:

- 1.0 The items referred above are to be read in conjunction with **Section-IV, PART-2 (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 to competent authorities will rest on the Contractor.

- 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 personnel 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 Accommodation, meal, laundry, etc. at well site will be provided free of cost during the job execution period. However, any accommodation, meal and any other expenses required other than at well site shall be at Contractor's cost.
- 7.0 The quantities shown above are indicative only and payment shall be made for the actual quantum of the work done.

TABLE - B
COST OF CONSUMABLE

Sl. No	Brief Description	Unit	Estimated Quantity (a)	Unit Rate (Currency) (b)	Total Amount (Currency) (a) x (b)	Detailed Specs enclosed (Yes/No)
1	Set of Tie-Back Seal Assembly suitable for 7" x 29 ppf x P-110 x BTC Casing	Set	1			
Total Estimated Contract Value of Consumable						

NOTES FOR TABLE - B:

- 1.0 The bidder shall quote all inclusive rates on FOR Destination (well site) basis for each above items, which are required to be supplied by them for use in any of the North Eastern State of India under the contract. Quoted rates must include cost of the materials, packing & forwarding Charges, taxes & duties as applicable, transportation cost upto well site, transit insurance, handling costs, etc. or any other charges as are to be incurred by the Bidder/Contractor for successful job execution.
- 2.0 Quantity shown above is tentative. However, Payment will be made on the basis of actual consumption.
- 3.0 Bidder must quote the rate schedule strictly as above instead of referring to their standard price list.

Total Estimated Contract Value = Sum Total Value of (TABLE-A + TABLE-B)

Signature and seal of the Bidder:

Name of Bidder:.....

&&&&&&&&&&

PART-3

PROFORMA - C

BID FORM

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

Sub: Tender No. CNI3920L15

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 30 (Thirty) 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 contract value for the due performance of the Contract.

We agree to abide by this Bid for a period of 180 days from the date fixed for Bid 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-3

PROFORMA - D

STATEMENT OF COMPLIANCE

SL. NO.	SECTION/ CLAUSE NO.	BRIEF STATEMENT	COMPLIANCE	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-3

PROFORMA - E

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 7 months after Contract completion date).

SIGNATURE AND SEAL OF THE GUARANTORS _____

Designation _____

Name of Bank _____

Address _____

Date.....

Place _____

PART-3

PROFORMA - F

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. CNI3920L15.**

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-3

PROFORMA - G

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.: CNI3920L15**. 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; or
 - (c) Fails to mobilise at site as notified in mobilisation notice issued by Company and to commence the assigned jobs.

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-3

PROFORMA - H

PROFORMA LETTER OF AUTHORITY

TO

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

Sir,

Sub: OIL's Tender No. CNI3920L15

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.

