

E-TENDER NO. CDI3330P15

**OIL INDIA LIMITED
(A GOVT. OF INDIA ENTERPRISE)
P.O. DULIAJAN-786602, ASSAM
E-TENDER NOTICE**

OIL INDIA LIMITED (OIL) invites Bids from experienced Service Providers through its E- procurement portal “<https://etender.srm.oilindia.in/irj/portal>” for the following services.

IFB No.	CDI3330P15
Description of Service	HIRING OF SERVICES FOR PNEUMATIC BARYTE LOADING FACILITY FOR 04 (FOUR) RIGS INCLUDING SETTING UP A CENTRAL BULK HANDLING PLANT AT DULIAJAN, FOR LOADING TRANSPORTATION & OFFLOADING OF BARYTES AT 4 NOS. DRILL SITES FOR A PERIOD OF 03 (THREE) YEARS WITH AN OPTION OF EXTENSION FOR 01 (ONE) MORE YEAR.
Type of Bid	SINGLE STAGE TWO BID SYSTEM
Period of Sale of Bid Document	28.04.2014 TO 03.06.2014
Bid Closing / Opening Date & Time	10.06.2014 (11:00 HRS / 14:00 HRS : Server Time)
Bid Submission Mode	Bid should be uploaded in OIL’s e-Procurement portal.
Bid Opening Place	Office of the Head-Contracts, Contracts Department, Oil India Limited, Duliajan, District: Dibrugarh (Assam), PIN-786602.
Priced Bid Opening Date & Time	Will be intimated to the eligible bidder(s) nearer time.
Cost of Bid Document	Rs. 5000.00
Bid Security (EMD)	Rs. 157000.00 The Bid Security should be in the form of a BANK DRAFT / BANKER’S CHEQUE/ BANK GUARANTEE (valid for minimum 210 days from the date of Technical bid opening i.e minimum up to 05.01.2015) favouring OIL INDIA LIMITED, payable at DULIAJAN for the amount applicable and purchased from any Nationalised / Scheduled Bank. Original hard copy of Bid Security should reach the office of HEAD-CONTRACTS before Bid opening date and time. A scanned copy of this document should also be uploaded along with the Unpriced Techno-Commercial Bid documents.

2.0 For participation, the interested Bidder(s) should submit / send application along with the requisite Cost of Bid Document to reach the following address within the period of sale (inclusive both the days i.e. start date & end date) of Bid document :

**HEAD-CONTRACTS, CONTRACTS DEPARTMENT, OIL INDIA LIMITED, DULIAJAN,
DISTRICT: DIBRUGARH, PIN- 786 602 (ASSAM)**

2.1 Cost of Bid Document (Non-Transferable and non-refundable) is to be paid to Oil India Limited, P.O.-Duliajan, Assam-786602 by Demand Draft / Banker’s Cheque from any Nationalised / Scheduled Bank in favour of OIL INDIA LIMITED and payable at Duliajan.

2.2 In case the Bidder(s) send their application for Bid Documents in sealed envelopes, the following must be super scribed on the envelope along with the name & registered postal address of the bidder in typed format or in clear legible handwriting:

Application & Tender Fees, IFB No.: CDI3330P15

Description of Services: Hiring of services for Pneumatic Baryte Loading facility

2.3 Amongst others, the Bidder(s) must also provide the following information in the application for request for Bid documents:

(i) Valid e-mail ID (ii) Registered Postal Address with PIN code (iii) Vendor Code with OIL (if available) (iv) Mobile No. /Telephone No. (v) Whether participated in OIL’s e-tender prior to this tender.

3.0 No physical Bid documents will be provided. On receipt of requisite Bid Document Cost, USER_ID and initial PASSWORD will be communicated to the bidder through e-mail at the e-mail address provided along with request for Bid documents as mentioned in 2.3 (i) above and will be allowed to participate in the bidding through OIL’s E-Procurement portal.

4.0 SALIENT ELIGIBILITY CRITERIA:

4.1 TECHNICAL:

4.1.1 The transportation silos offered should be new with not more than 2 years vintage.

4.1.2 The bidder should offer new carrier chassis (not more than 2 years vintage) for transportation silos. The bidders declaration, to this effect is to be submitted along with the Un-priced Techno-Commercial Bid. However, the relevant document supporting the possession of the vintage of the carrier chassis for transportation silos is to be submitted prior to mobilization of the transportation silos.

4.1.3 Experience:

4.1.3 (a) The bidder must have minimum of 5 (five) years of experience as on bid closing date in supplying / operating and maintaining cement / barite bulk handling plant along with providing the services of transportation of oil well cement / barite in bulk, in an oil / gas well drilling company, as referred in details of services / scope of work in Part-III of the tender. The documentary evidences for above in the form of at least one such contract executed (or running) must be forwarded with the Un-priced Techno-Commercial Bid.

4.1.3 (b) The bidders who do not have their own experience in oil well cement / barite bulk loading, transportation and off-loading but intend to bid on the strength of collaborators /Joint Venture Partner, must have experience of handling at least one project in any oil field services with a magnitude of Rs.2.00 Crores in the last Five(5) years till bid closing date of this tender. The Collaborator / JV Partner must have the requisite experience covered under clause 4.1.3 (a) above. The documentary evidences for above must be forwarded with the Un-priced Techno-Commercial Bid.

4.1.3 (c) The joint venture partnership/collaboration should be through a properly executed and legally enforceable MOU and the same should be valid for the entire duration / extended period of the contract. Collaborator / JV partner shall have to provide the manpower and service if and when required by OIL for carrying out operations as per the provision of the contract. An undertaking by both the parties to this effect is to be submitted along with Un-priced Techno-Commercial Bid.

4.1.3 (d) Collaboration / Joint venture partnership with a firm who submits offer as independent bidder against this tender will not be acceptable.

Note to Clause 4.1.3: In support of experience mentioned above, the bidder must submit the following:

(a) Documents establishing five years of experience in the specific field of operation in drilling / work over oil / gas wells.

(b) Areas / establishment with whom worked etc.

4.1.4 The average annual financial turnover of the bidder during the last 3 (three) years ending **31.03.2013** should be minimum **Rs 94.00 Lakhs**. Documentary evidence must be submitted along with the Un-priced Techno-Commercial Bid. The proof of annual turnover should be in the form of audited Balance Sheet and Profit & Loss Account or certification from Chartered / Cost Accountant firm indicating the Membership Number and Firm Registration No.

5.0 PSU's and SSI units registered with NSIC claiming exemption from payment of tender fee should submit their request with all credentials at least 7 days in advance to get access for participation in the tender.

6.0 The link to OIL's E-Procurement portal has been also provided through OIL's web site (www.oil-india.com).

7.0 The details of IFB / Bid Documents can be viewed using "Guest Login" provided in the E-Procurement portal.

8.0 In order to bid for OIL's e-tenders; all the bidders are requested to obtain a legally valid Digital Certificate (Class III with Organisation) as per Indian IT Act from the licensed Certifying Authorities (CA) operating under Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India.

**OIL INDIA LIMITED
(A GOVT. OF INDIA ENTERPRISE)
CONTRACTS DEPARTMENT, DULIAJAN**

OIL INDIA LIMITED invites ON-LINE BIDS from experienced / approved Contractors / Firms for the following mentioned work / service under **SINGLE STAGE TWO BID SYSTEM** through its e-Procurement site:

DESCRIPTION OF WORK/ SERVICE:

HIRING OF SERVICES FOR PNEUMATIC BARYTE LOADING FACILITY FOR 04 (FOUR) RIGS INCLUDING SETTING UP A CENTRAL BULK HANDLING PLANT AT DULIAJAN, FOR LOADING TRANSPORTATION & OFFLOADING OF BARYTES AT 4 NOS. DRILL SITES FOR A PERIOD OF 03 (THREE) YEARS WITH AN OPTION OF EXTENSION FOR 01 (ONE) MORE YEAR.

LOCATION : The services will be confined to the drilling locations in the company's operating areas in Assam and Arunachal Pradesh. The central bulk handling plant will be set up at a suitable area at Duliajan as advised by the Company.

CONTRACT PERIOD : 3(three) Years, Extendable by 1(one) Year

BID SECURITY : **Rs. 1,57,000.00 (RUPEES ONE LAKH FIFTY SEVEN THOUSAND ONLY)**

BID CLOSING/ OPENING DATE & TIME : **10.06.2014** (11:00 HRS/14:00 HRS)

a) **Bid Security** deposited vide Demand Draft / Banker's Cheque / Bank Guarantee

No. _____ dated _____ of _____

Original hard copy of (a) should reach the office of HEAD-CONTRACTS before Bid opening date and time, otherwise Bid will be rejected. A scanned copy of this document should also be uploaded along with the Un-priced Techno-Commercial Bid documents.

b) Bidders to confirm that in the event of the award of Contract will submit Performance Security Deposit **@ 2.5% of the total contract value** and this will not earn any interest.

2.0 SEALED ENVELOPES containing the **Bid Security Deposit** shall be marked with the above Tender Number and description of work and addressed to:

HEAD-CONTRACTS
CONTRACTS DEPARTMENT
OIL INDIA LIMITED
DULIAJAN – 786602
ASSAM

All bidders shall deposit the requisite **BID SECURITY DEPOSIT** in the form of **Demand Draft / Banker's Cheque / Bank Guarantee (should be valid for minimum 210 days from the date of opening of Technical Bid i.e minimum upto 05.01.2015)** from a Nationalised Bank / Scheduled Bank in favour of M/s Oil India Limited and payable at DULIAJAN. This Bid Security Deposit shall be refunded to all unsuccessful bidders, but is liable to be forfeited in full or part, at Company's discretion, as per Clause No. 6.0 below. **Bids without Bid Security Deposit in the manner specified above will be summarily rejected.**

3.0 **Bid should be submitted online up to 11:00 AM (IST) (Server Time) on the date as mentioned and will be opened on the same day at 02:00 PM (IST) at Office of the Head-Contracts in presence of authorized representative of the bidder.**

4.0 The rates shall be quoted per unit as specified in the “PRICE BIDDING FORMAT” attached under “Notes and Attachments” tab. Bidder should note that no pricing information is furnished in the “c-folder” (Un-priced Techno-Commercial Bid) otherwise the bid will be rejected.

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

The authenticity of above digital signature shall be verified through authorized CA after bid opening. If the digital signature used for signing is not of “Class -3” with Organizations name, the bid will be rejected.

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

The bid including all uploaded documents shall be digitally signed by duly authorized representative of the bidding company.

5.0 The Company reserves the right to reject any or all the tenders or accept any tender without assigning any reason.

6.0 (a) No Bidder can withdraw his bid within the validity or extended validity of the bid. Withdrawal of any bid within validity period will lead to forfeiture of his / her / their Bid Security Deposit in full and debarred from participation in future tenders, at the sole discretion of the company and the period of debarment will not be less than 6 (six) months.

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

7.0 The Bid must be valid for 180 (One hundred & eighty) days from the date of opening of the tender.

8.0 Conditional bids are liable to be rejected at the discretion of the Company.

9.0 The work may be split up amongst more than one contractor at the sole discretion of the Company.

10.0 The bidders are required to furnish the composition and status of ownership of the firm in whose name bid documents have been purchased / issued along with one or more of the following documentary evidences (which are applicable to the bidder) in support of the same and scanned copies of the same should be uploaded along with the Un-priced Techno-Commercial Bid documents.

10.1 In case of Sole Proprietorship Firm, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, business and residential address, E-mail and telephone numbers of the owner and copies of Service Tax and Central Excise Registration Certificate.

10.2 In case of HUF, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form, Family Arrangement indicating therein the name, residential address, E-mail and telephone numbers of the owners in general and Karta in particular and copies of Service Tax and Central Excise Registration Certificate.

10.3 In case of Partnership Firm, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the partners(including the Managing Partner), registered partnership agreement/deed and copies of Service Tax and Central Excise Registration Certificate.

10.4 In case of Co-Operative Societies, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, registration certificate from Registrar of Co-Operative Societies and copies of Service Tax and Central Excise Registration Certificate.

10.5 In case of Societies registered under the Societies Registration Act, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and

telephone numbers of all the Directors or persons who are at the helm of affairs, registration certificate from the Registrar of the state and copies Service Tax and Central Excise Registration Certificate.

10.6 In case of Joint Stock Companies registered under the Indian Companies Act, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, Certificate of Incorporation from the Registrar of Companies, Memorandum and Articles and copies of Service Tax and Central Excise Registration Certificate.

10.7 In case of Trusts registered under the Indian Trust Act, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the Trustee or persons who are at the helm of affairs, registration certificate from the Registrar of the state, Trust Deed and copies Service Tax and Central Excise Registration Certificate.

11.0 The selected bidder will be required to enter into a formal contract, which will be based on their bid and O.I.L's Standard Form of Contract.

12.0 The successful bidder shall furnish a Performance Security Deposit in the form of Demand Draft / Banker's Cheque / Bank Guarantee as specified above before signing the formal contract. The Performance Security Deposit will be refunded to the Contractor after satisfactory completion of the work, but a part or whole of which shall be used by the Company in realization of liquidated damages or claims, if any or for adjustment of compensation or loss due to the Company for any reason. This Security Money shall not earn any interest.

13.0 Time will be regarded as the essence of the Contract and the failure on the part of the Contractor to complete the work within the stipulated time shall entitle the Company to recover liquidate damages and / or penalty from the Contractor as per terms of the tender /contract.

14.0 The contractor will be required to allow OIL officials to inspect the work site and documents in respect of the workers payment.

15.0 **BACKING OUT BY BIDDER:** In case any bidder withdraws their bid within the bid validity period, Bid Security will be forfeited and the party will be debarred for a period of 2(two) years from the date of withdrawal of bid.

16.0 **BACKING OUT BY L-1 BIDDER AFTER ISSUE OF LOA:** In case LOA issued is not accepted by the L1 bidder or the Performance Security is not submitted as per the terms of the contract within the time specified in the Bid Document, the Bid Security shall be forfeited and the bidder shall be debarred for 2 (two) years from the date of default.

17.0 **FURNISHING FRAUDULENT INFORMATION/DOCUMENT:** If it is found at any time that, a Bidder / Contractor has / had furnished fraudulent documents / information, the Bid Security / Performance Security shall be forfeited and the bidder / contractor shall be debarred for a period of three (03) years from the date of detection of such fraudulent act, besides legal action.

18.0 **The tender will be governed by:**

Forwarding Letter.

Instruction to Bidders

BRC-BEC-Bid Rejection Criteria & Bid Evaluation Criteria.

Part-I - General Conditions of Contract. (GCC)

Part-II - Schedule of Work, Unit and Quantity (SOQ)

Part-III - Special Conditions of Contract (SCC)

Part-IV - Schedule of company's Plants, Materials and Equipments

Part-V - Safety Measures (SM)

Part-VI - Integrity Pact

Proforma and Annexures

SPECIAL NOTE:

Please note that all tender forms (Forwarding Letter, BRC-BEC – Bid Rejection Criteria & Bid Evaluation Criteria, Part – I / General Conditions of Contract / GCC, Part-II / Schedule of Work, Unit and

Quantity / SOQ, Part-III / Special Conditions of Contract / SCC, Part-IV / Schedule of company's Plants, Materials and Equipments / SCPME, Part-V / Safety Measures / SM, Part-VI / Integrity Pact) and supporting documents are to be submitted through OIL's E-Procurement site only except following documents which are to be submitted manually in sealed envelope super scribed with Tender No. and due date to The Head Contract, Contracts Department, Oil India Limited, Duliajan- 786602.

a) ORIGINAL BID SECURITY

A scanned copy of Bid Security should also be uploaded along with the Un-priced Techno-Commercial Bid documents.

Bidders are requested to examine all instructions, forms, terms and specifications in the bid. Failure to furnish all information required as per the bid or submission of offers not substantially responsive to the bid in every respect will be at the bidders risk and may result in the rejection of its offer without seeking any clarifications. Offers sent without the requisite value of prescribed bid security (if called for in the bid) in original will be ignored straightway.

19.0 The tender is invited under SINGLE STAGE-TWO BID SYSTEM. The bidder has to submit both the "TECHNICAL" and "PRICED" bid through electronic form in the OIL's e-Tender portal within the Bid Closing Date and Time stipulated in the e-Tender. The Technical Bid is to be submitted as per Scope of Work & Technical Specification of the tender. The Price Bid rates shall be quoted per unit as specified in the "PRICE BIDDING FORMAT" attached under "Notes and Attachments" tab in the main bidding engine of OIL's e-Tender portal. The price quoted in the "PRICE BIDDING FORMAT" will only be considered for evaluation.

20.0 In Technical Bid opening, only Collaboration Folder (c-Folder) will be opened. Therefore, the bidder should ensure that Technical bid is uploaded in the c-Folder link (collaboration link) under "Technical RFX Response" Tab Page only. No price should be given in above c-Folder; otherwise the offer will be rejected. Please go through the help document provided in OIL's e-Portal, in detail before uploading the document.

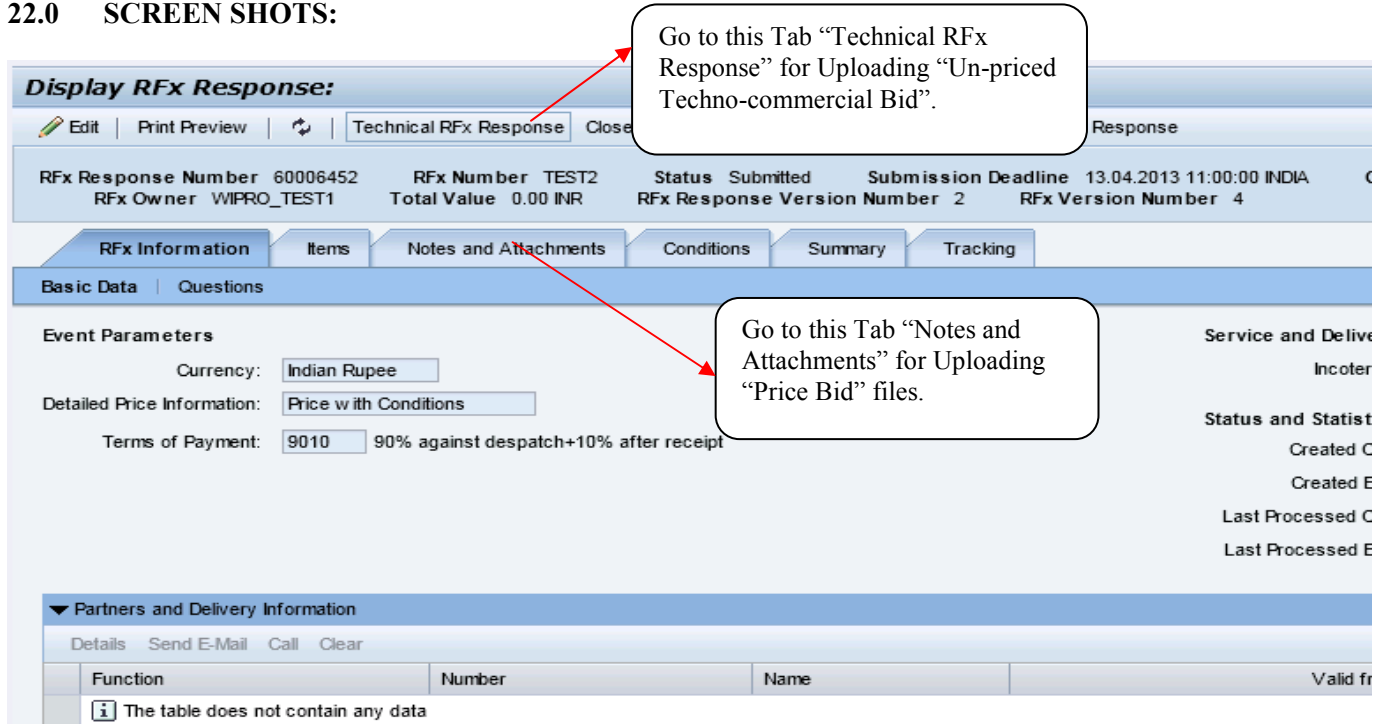
NB: All the Bids must be Digitally Signed using "Class 3" digital signature certificate with Organizations Name (e-commerce application)" as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities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

21.0 The Integrity Pact is applicable against this tender:

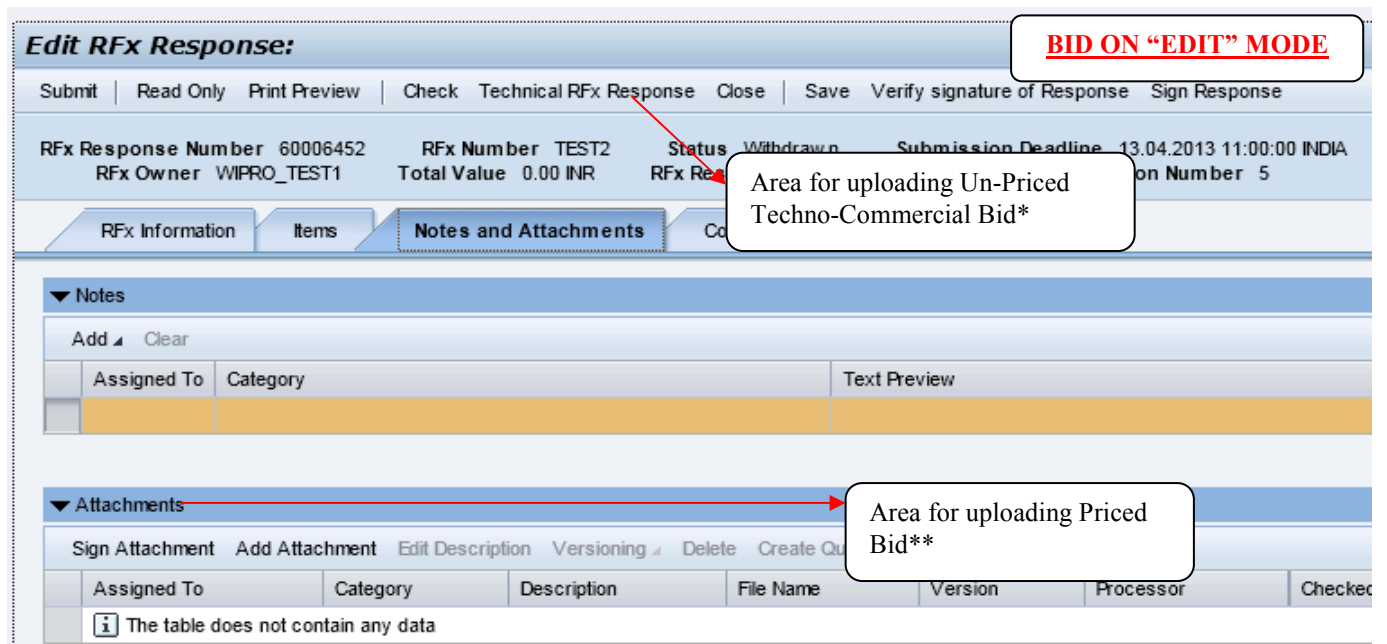
OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide "Part-VI-Integrity Pact" of the tender document. This Integrity Pact proforma has been duly signed digitally by OIL's competent signatory. The proforma has to be returned by the bidder (along with the Un-priced Techno-Commercial Bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Any bid not accompanied by Integrity Pact Proforma duly signed (digitally) by the bidder shall be rejected straightway. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who sign the Bid.

(Note: Shri N. Gopalaswami, Ex-CEC and Shri R. C. Agarwal, IPS(Retd.) have been appointed as Independent External Monitors).

22.0 SCREEN SHOTS:



On “EDIT” Mode- The following screen will appear. Bidders are advised to Upload “Un-priced Techno-Commercial Bid” and “Priced Bid” in the places as indicated below:



Note :

* The “Techno-Commercial Unpriced Bid” shall contain all techno-commercial details **except the prices**.

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

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

**OIL INDIA LIMITED
(A GOVT. OF INDIA ENTERPRISE)
CONTRACTS DEPARTMENT, DULIAJAN
DISTRICT: DIBRUGARH (ASSAM), PIN-786602**

**IFB NO. CDI3330P15
INSTRUCTION TO BIDDERS**

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

2.0 BIDDING DOCUMENTS:

2.1 The services required, bidding procedures and contract terms are prescribed in the Bidding Documents. This Bidding Document includes the following:

- a) A forwarding letter highlighting the following points
 - (i) Company's IFB No.
 - (ii) Description of Service
 - (iii) Bid closing date and time
 - (iv) Bid opening date, time and place
 - (v) Bid submission place
 - (vi) The amount of Bid Security
 - (vii) The amount of Performance Guarantee
 - (viii) Quantum of liquidated damages for default in timely mobilizations
- b) Instructions to Bidders
- c) BRC/BEC
- d) General Conditions of Contract (GCC): **Part-I**
- e) Schedule of Work, Unit, Quantities (SOQ): **Part- II**
- f) Special Conditions of Contract (SCC): **Part-III**
- g) Schedule of Company's Plants, Materials and Equipments (SCPME): **Part-IV**
- h) Safety Measures (SM): **Part-V**
- i) Integrity Pact: **Part-VI**
- j) Price Bidding Format (Attached under "Notes and Attachments" tab in the main bidding engine of OIL's e-Tender portal).
- k) Proformas & Annexures.

2.2 The bidder is expected to examine all instructions, forms, terms and specifications in the Bid document. 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 TRANSFERABILITY OF BID DOCUMENTS:

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

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

4.0 AMENDMENT OF BIDDING DOCUMENTS:

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

4.2 The Addendum will be sent in writing through post / courier / Fax / e-mail to all prospective Bidders to whom Company has sent the bid documents and also be uploaded in the OIL's e-portal in the C-folder under the tab "Amendments". The company may, at its discretion, extend the deadline for bid submission for any reason. Bidders

shall also check OIL's E-Tender portal [C-folder under the tab "Amendments"] for any amendments to the bid documents before submission of their bids.

5.0 PREPARATION OF BIDS

5.1 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.

5.2 DOCUMENTS COMPRISING THE BID:

(A) UN-PRICED TECHNO-COMMERCIAL BID:

- (i) Bid Documents duly filled up as indicated.
- (ii) Complete technical details / specifications of the equipment with catalogue, etc. as per tender requirement.
- (iii) Documentary evidence established in accordance with BRC / BEC part.
- (iv) Statement of Non-Compliance (if any).
- (v) Bid Security (scanned copy). Hard copy of Bid Security should be sent separately to reach on or before Bid opening date and time.
- (vi) Integrity Pact.

Note: Please note that no price details should be uploaded in UN-PRICED TECHNO-COMMERCIAL BID in c-Folder link (collaboration link) under "Technical RFx Response" Tab Page.

(B) PRICED BID:

The Priced Bid shall contain the rates / prices along with the currency and any other commercial information pertaining to the rates / prices. Bidder shall quote their rates / prices in the "PRICE BIDDING FORMAT" attached under "Notes and Attachments" tab in the main bidding engine of OIL's e-Tender portal. The price quoted in the "PRICE BIDDING FORMAT" will only be considered for evaluation.

Bidder must include all liabilities including statutory liabilities (but excluding Service Tax) in their quoted rates. The rates shall be fixed and firm for the entire tenure of the contract and shall be binding on both the parties. No changes in these rates shall be allowed under any circumstances during the tenure of this service agreement except as mentioned in the Bid Document.

6.0 PERIOD OF VALIDITY OF BIDS:

6.1 The Bid must be valid for 180 (One hundred & eighty) days from the date of opening of the tender.

6.2 In exceptional circumstances, OIL 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). 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.

7.0 FORMAT AND SIGNING OF BID:

7.1 The original and all copies of the bid shall be typed or written in indelible inks and shall be signed digitally by the Bidder to bind the Bidder to the contract.

8.0 SUBMISSION OF BIDS:

8.1 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 with organizations Name" digital certificates [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 to bind the Bidder to the contract. 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.

8.2 Any person signing the Bid or any other document in respect of this Bid 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.

8.3 Timely submission of the bids is the responsibility of the Bidder and Bids should be submitted before the bid closing date and time. Company shall not be responsible for any delay.

8.4 E-mail/ Fax/ Telex/Telegraphic/Telephonic offers will not be accepted.

8.5 Bidder shall submit the Bid, duly completed in terms of the Bid Document.

8.6 Before submission of Bids, Bidders are requested to make themselves fully conversant with all Conditions of the Bid Document and other relevant information related to the works to be executed under this contract.

9.0 DEADLINE FOR SUBMISSION OF BIDS:

9.1 Bids should be submitted on-line up to 11.00 AM (IST) (Server Time) on the Bid Closing date mentioned in the Forwarding Letter. Bidders will not be permitted by System to make any changes in their bid after the bid has been uploaded by the bidder. Bidder may however request the administrator through the system for returning their bids 03(three) days before the bid closing date and time for re-submission except in condition mentioned in clause 12.1. But, no such request would be entertained once the due date for submission of bids has been reached and bids are opened.

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

9.3 The documents in physical form must be received by Company at the address specified in the “Forwarding Letter” on or before the Bid opening Date & Time mentioned in the "Forwarding Letter". Timely delivery of the same at the address mentioned in the Forwarding Letter is the responsibility of the Bidders.

10.0 LATE BIDS:

10.1 Bidders are advised in their own interest to ensure that their bids are uploaded in system before the closing date and time of the bid. Any Bid received by the Company after the Bid Closing Date & Time stipulated by the Company shall be rejected.

11.0 MODIFICATION AND WITHDRAWAL OF BIDS:

11.1 The Bidder after submission of bid may modify or withdraw its bid by written notice before 03(Three) working days prior to bid closing date.

11.2 A withdrawal notice must also be sent by fax / e-mail but followed by a signed confirmation copy, postmarked not later than the deadline for submission of bids.

11.3 No bid can be modified / withdrawn subsequent to the deadline for submission of bids.

11.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiry of the period of bid validity. Withdrawal of any bid within validity period will lead to forfeiture of his / her / their Bid Security Deposit in full and debarred from participation in future tenders, at the sole discretion of the company.

12.0 EXTENSION OF BID SUBMISSION DATE:

12.1 Normally no request for extension of Bid Closing Date & Time will be entertained. However, OIL at its discretion, may extend the Bid Closing Date and / or Time due to any reasons. In case of receipt of only one Bid on the Bid Closing Date and Time, OIL may extend the Bid Closing / Opening Date by 2(two) weeks. However, the bidder whose bid has been received within the bid closing date and time will not be allowed to revise their Bid / prices. Withdrawal of such Bid will also not be permitted.

13.0 BID OPENING AND EVALUATION:

13.1.1 The Technical bid will be opened on scheduled Bid opening date & time in the presence of any attending Bidder(s) or their Authorized Representative, if any. However, an authorized letter (format given in Proforma Section) from the Bidder must be produced by Bidder's representative at the time of opening of Tender, without which such representative won't be allowed to attend the opening of Tenders. Only one representative against each Bid will be allowed to attend the bid opening. Attending Bidder(s) & Authorized Representative(s) will have to sign a register evidencing their presence.

In Technical bid opening date, only Collaboration Folder(C-Folder) will be opened. Bidders therefore should ensure that Un-priced Techno-Commercial bid is uploaded in the C-Folder link under Technical RFx Tab Page only.

13.1.2 In case of two bid system, after the evaluation of the Technical Bids, the Price Bids of the technically qualified Bidders will be opened. The opening Date and Time will be intimated to the technically qualified Bidders in due course. Price bids will be opened in the same procedure as mentioned in Para 13.1.1 above.

13.2 In case it happens to be a bundh / holiday, the tender will be opened on the next working day (except Saturday). Accordingly, Bid Closing Date / time will get extended up to the next working day and time (except Saturday).

13.3 Bid for which an acceptable notice of withdrawal has been received pursuant to Clause 11.0 shall not be opened. OIL shall examine bids to determine whether they are complete, whether requisite Bid Securities have been furnished, whether documents have been properly signed and whether the bids are generally in order.

13.4 OIL shall prepare, for its own records, minutes of bid opening including the information disclosed to those present in accordance with the sub-clause 13.3

13.5 To assist in the examination, evaluation and comparison of bids, normally no clarifications shall be sought from the Bidders. However, for assisting in the evaluation of the bids especially on the issues where the Bidder confirms compliance in the evaluation and contradiction exists on the same issues due to lack of required supporting documents in the Bid (i.e. document is deficient or missing), or due to some statement at other place of the Bid (i.e. reconfirmation of confirmation) or vice versa, clarifications may be sought by OIL at its discretion. 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.

13.6 Prior to the detailed evaluation, OIL 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 way substantial way the scope, quality, or performance of work, or which limits in any substantial way, in-consistent way with the bidding documents, the Company's right or the bidder's obligations under the contract, and the rectification of which deviation or reservation would affect unfairly the competitive position of other bidders presenting substantial responsive bids. OIL's determination of bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.

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

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

14.0 EVALUATION AND COMPARISON OF BIDS:

14.1 OIL will evaluate and compare the bids as per Bid Evaluation Criteria (BEC) of the bidding documents.

14.2 DISCOUNTS / REBATES: Unconditional discounts / rebates, if any, given in the bid or along with the bid will be considered for evaluation.

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

14.4 Conditional bids are liable to be rejected at the discretion of the Company.

15.0 CONTACTING THE COMPANY:

15.1 Except as otherwise provided in Clause 11.0 above, no Bidder shall contact OIL on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded except as required by OIL vide sub-clause 13.5.

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

16.0 AWARD CRITERIA:

16.1 OIL 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.

17.0 OIL' S RIGHT TO ACCEPT OR REJECT ANY BID:

17.1 OIL 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 OIL's action.

18.0 NOTIFICATION OF AWARD:

18.1 Prior to the expiry of the period of bid validity or extended validity, OIL will notify the successful Bidder in writing by registered letter or by cable or telex or fax or e-mail (to be confirmed in writing by registered / couriered letter) that its bid has been accepted.

19.0 SIGNING OF CONTRACT:

19.1 The successful bidders(s) shall be notified by the Company of its intention to enter into an Agreement with him/her/them on the basis of his/her/their acceptance of the offer. Such notification shall be treated as a "Letter of Award (LOA)".

19.2 Within 2 Weeks from the date of issue of Letter of Award (LOA), the successful Bidder(s) will be required to pay an interest free Performance Security by way of Demand Draft / Banker's Cheque / Bank Guarantee (in specified format) favouring "OIL INDIA LIMITED" payable at "DULIAJAN" from any Nationalised Bank. Upon furnishing of the Performance Security, the successful Bidder(s) will be required to enter into a formal Service Agreement based on the instant tender on the OIL Standard forms of agreement.

E-TENDER NO. CDI3330P15

INSTRUCTION TO BIDDERS

19.3 This Performance Security must be valid for six months after the date of expiry of the tenure of the contract. In the event of contract being extended within the provisions of the contract agreement, the contractor will have to extend suitably the validity of the "Security Deposit" for the extended period.

19.4 The "Performance Security" will be refunded to the contractor within six months of satisfactory completion of works under the contract (including extension, if any), but part or whole of which shall be used by the Company in realisation of liquidated damages or claims, if any or for adjustment of compensation or loss due to the Company for any reason.

19.5 Failure of the successful bidders to comply with the conditions as specified in Para 19.2 above would render him liable for rejection and in turn forfeiture of Bid Security apart from any other actions the Company may take against him at its sole discretion. The party shall also be debarred for a period of 2(two) years from the date of default.

20.0 FURNISHING FRAUDULENT INFORMATION / DOCUMENTS:

If it is found that a bidder has furnished fraudulent information / documents, it shall constitute sufficient ground for annulment of the award and the party shall be debarred for a period of 3(three) years from the date of detection of such fraudulent act besides the legal action.

21.0 In the event of awarding contract the Contractor shall have to submit Invoice of Service Tax as per the following Format

(Format of Invoice (As per Rule 4A (1) of the Service Tax Rule’s 1994)

TAX INVOICE

Name of the Service Provider.....
Address of the Service Provider.....
Service Tax Regn. No of the service provider.....

Name & address of the Service Receiver Invoice Serial No.....
Oil India Limited, Duliajan, Assam Invoice Date.....

Particulars	Amount (Rs)
Description of the service provided or agreed to be provided (e.g. AMC Bill against Contract No.....for the period.....)	A
Add service Tax 12.36 % on (A) above(In case of taxable value of service is not 100%, than specify the value of taxable service and apply 12.36 % of the qualifying amount) (e.g. if the value of service is only 40%, than service tax should be calculated at 12.36% on 40% of the value declared at (A) above.)	B
Total amount (Including service Tax) (A + B)	C
Less: Service Tax Payable by Oil India Limited under reverse charge	D
Net Bill Amount	E

Signature of Proprietor/partner

1.0 BID REJECTION CRITERIA (BRC):

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

1.1 TECHNICAL:

Bidders must meet the following criteria:

1.1.1 The transportation silos offered should be new with not more than 2 years vintage.

1.1.2 The bidder should offer new carrier chassis (not more than 2 years vintage) for transportation silos. The bidders declaration, to this effect is to be submitted along with the Un-priced Techno-Commercial Bid. However, the relevant document supporting the possession of the vintage of the carrier chassis for transportation silos is to be submitted prior to mobilization of the transportation silos.

1.1.3 Experience:

1.1.3 (a) The bidder must have minimum of 5 (five) years of experience as on bid closing date in supplying / operating and maintaining cement / barite bulk handling plant along with providing the services of transportation of oil well cement / barite in bulk, in an oil / gas well drilling company, as referred in details of services / scope of work in Part-III of the tender. The documentary evidences for above in the form of at least one such contract executed (or running) must be forwarded with the Un-priced Techno-Commercial Bid.

1.1.3 (b) The bidders who do not have their own experience in oil well cement / barite bulk loading, transportation and off-loading but intend to bid on the strength of collaborators /Joint Venture Partner, must have experience of handling at least one project in any oil field services with a magnitude of Rs.2.00 Crores in the last Five(5) years till bid closing date of this tender. The Collaborator / JV Partner must have the requisite experience covered under clause 1.1.3 (a) above. The documentary evidences for above must be forwarded with the Un-priced Techno-Commercial Bid.

1.1.3 (c) The joint venture partnership/collaboration should be through a properly executed and legally enforceable MOU and the same should be valid for the entire duration / extended period of the contract. Collaborator / JV partner shall have to provide the manpower and service if and when required by OIL for carrying out operations as per the provision of the contract. An undertaking by both the parties to this effect is to be submitted along with Un-priced Techno-Commercial Bid.

1.1.3 (d) Collaboration / Joint venture partnership with a firm who submits offer as independent bidder against this tender will not be acceptable.

Note to Clause 1.1.3: In support of experience mentioned above, the bidder must submit the following:

(a) Documents establishing five years of experience in the specific field of operation in drilling / work over oil / gas wells.

(b) Areas / establishment with whom worked etc.

1.1.4 The average annual financial turnover of the bidder during the last 3 (three) years ending **31.03.2013** should be minimum **Rs 94.00 Lakhs**. Documentary evidence must be submitted along with the Un-priced Techno-

Commercial Bid. The proof of annual turnover should be in the form of audited Balance Sheet and Profit & Loss Account or certification from Chartered / Cost Accountant firm indicating the Membership Number and Firm Registration No.

1.2 COMMERCIAL BID SUBMISSION:

1.2.1 The bids are to be submitted in single stage under 2 (two) bid system i.e. Un-priced Techno-Commercial Bid and Price Bid together. Only the Price Bid should contain the quoted price.

1.2.2 The price quoted by the successful bidder must be firm during the performance of the contract and not subject to variation on any account. A bid submitted with adjustable price will be treated as non-responsive and rejected.

1.2.3 Bid security shall be furnished as a part of the Techno Commercial Un-priced Bid. The amount of bid security should be as specified in the forwarding letter. Any bid not accompanied by a proper bid security will be rejected.

Note: In case the Bidder submits Bid security in the form of Bank Guarantee (BG); the BG must be valid for minimum 210 days from the date of Technical bid opening i.e minimum up to 05.01.2015.

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

1.2.5 The bid documents are not transferable. Bid made by parties who have not purchased the bid document from the company will be rejected.

1.2.6 Any bid received in the form of Telex/Cable/Fax/E-mail will not be accepted.

1.2.7 Bids shall be typed or written in indelible ink. The bidder or his authorized representative shall sign on all pages, failing which the bid will be rejected.

1.2.8 Bids shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by bidder, in which case such corrections shall be initiated by the persons(s) signing the bid. However, white fluid should not be used for making corrections. Any bid not meeting this requirement shall be rejected.

1.2.9 Any bid containing false statement will be rejected and action will be taken by Company as per Bid Document.

1.2.10 Bidders must quote clearly and strictly in accordance with the price schedule outlined in **Price Bidding Format attached under “Notes and Attachments” tab** in the main bidding engine of OIL’s e-Tender portal; otherwise the bid will be rejected. All other techno-commercial documents other than price details to be submitted with Un-priced Techno-Commercial Bid as per tender requirement in the c-Folder link (collaboration link) under “Technical RFX Response” Tab Page only.

1.2.11 Bidder must accept and comply with the following clauses as given in the Tender Document in toto, failing which offer will be rejected:

- (i) Performance Guarantee Bond Clause
- (ii) Force Majeure Clause
- (iii) Tax liabilities clause
- (iv) Arbitration clause
- (v) Acceptance of jurisdiction and applicable law
- (vi) Liquidated damage cum penalty clause
- (vii) Integrity Pact clause

1.2.12 There should not be any indication of price in the Un-priced Techno-Commercial Bid. A bid will be straightway rejected if this is given in the Un-priced Techno-Commercial Bid.

1.2.13 Bid received with validity of offer less than 180 (one hundred eighty) days from the date of Technical Bid opening will be rejected.

1.2.14 The Integrity Pact is applicable against this tender. OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide Part-VI of the tender document. This Integrity Pact proforma has been duly signed digitally by OIL's competent signatory. The proforma has to be returned by the bidder (along with the Un-priced Techno-Commercial Bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Any bid not accompanied by Integrity Pact Proforma duly signed (digitally) by the bidder shall be rejected straightway. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who sign the Bid.

1.3 GENERAL:

1.3.1 In case bidder takes exception to any clause of bidding document not covered under BEC/BRC, then the Company has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw / modify the deviation when / as advised by company. The loading so done by the company will be final and binding on the bidders. No deviation will however be accepted in the clauses covered under BRC.

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

1.3.3 If any of the clauses in the BRC contradict with other clauses of bidding document elsewhere, the clauses in the BRC shall prevail.

1.3.4 Bidder(s) must note that requisite information(s)/financial values etc. as required in the BRC & Tender are clearly understandable from the supporting documents submitted by the Bidder(s); otherwise Bids shall be rejected.

1.3.5 OIL will not be responsible for delay, loss or non-receipt of applications for participating in the bid sent by mail and will not entertain any correspondence in this regard.

1.3.6 The originals of such documents [furnished by bidder(s)] shall have to be produced by bidder(s) to OIL as and when asked for.

2.0 BID EVALUATION CRITERIA (BEC):

The total contract cost on the basis of rates quoted as per Price Bid Format will be evaluated for three years as follows:

$$\text{Total cost of Contract (T)} = M + (\text{RE} \times 36 \text{ months}) + \text{LS} + (\text{FTS} \times 36 \text{ months}) + (\text{RTS} \times 12,00,000 \text{ T.Km}) + (\text{SC} \times 36 \text{ months}) + \text{DM}$$

Where,

M = Mobilization charge, Lump-sum (line item no. 10)

RE = Rental charges of Equipment (line item 20)

LS = Lumpsum charges for CGI sheet shed (line item no. 30)

FTS = Fixed charges for 4 transportation silos (line item no. 40)

RTS = Running charges for transportation silos per MT per kilometer (line item no. 50)

SC = Service charges (line item no. 60)

DM = Demobilization charge, Lumpsum (line item no. 70)

Note: Priced bid evaluation will be done as per Price Bidding Format.

3.0 AWARD OF CONTRACT:

Award of contract will be done as under:

- (a) The status of the successful bidders will be determined as L1, L2, L3, L4 etc. on the basis of acceptable lowest Total cost of Contract (T) worked out as per BEC criteria as above.
 - (b) The lowest evaluated bidder (L-1 bidder) will be offered the contract for supplying the requisite services.
 - (c) In case, if L-1 bidder happens to be two or more than two, contract will be awarded on the basis of lottery.
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**OIL INDIA LIMITED
(A GOVT. OF INDIA ENTERPRISE)
CONTRACTS DEPARTMENT, DULIAJAN
DISTRICT: DIBRUGARH (ASSAM), PIN-786602
TEL: (91) 374-2800548, FAX: (91) 374-2803549
Website: www.oil-india.com**

DESCRIPTION OF WORK/SERVICES:-

HIRING OF SERVICES FOR PNEUMATIC BARYTE LOADING FACILITY FOR 04 (FOUR) RIGS INCLUDING SETTING UP A CENTRAL BULK HANDLING PLANT AT DULIAJAN, FOR LOADING TRANSPORTATION & OFFLOADING OF BARYTES AT 4 NOS. DRILL SITES FOR A PERIOD OF 03 (THREE) YEARS WITH AN OPTION OF EXTENSION FOR 01 (ONE) MORE YEAR.

GENERAL CONDITIONS OF CONTRACT (GCC)

MEMORANDUM OF AGREEMENT made this _____ day of _____ Between OIL INDIA LIMITED a Company incorporated under the Companies Act 1956 and having its Registered Office at Duliajan in the District of Dibrugarh, Assam (hereinafter called Company) of the one part and Shri/Smti _____ and Shri/Smti _____ carrying on business as partners /proprietor under the firm name and style of M/s. _____ with the main Office at _____ in the District of _____ aforesaid (hereinafter called 'Contractor') on the other part.

WITNESSETH:

1. a) The contractor hereby agrees to carry out the work set down in the Schedule of work which forms part-II of this Contract in accordance with the 1968 General Conditions of Contract of Oil India Limited and General Specifications read in conjunction with any drawings and Particular Specifications & instructions which forms Part-III of the contract utilizing any materials/services as offered by the Company as per Part-IV of the contract at _____.

b) In this Contract all words and expressions shall have the same meaning as are respectively assigned to them in the 1968 General Conditions of Contract of Oil India Limited which the Contractor has perused and is fully conversant with before entering into this Contract.

c) The clauses of this contract and of the specifications set out hereunder shall be paramount and in the event of anything herein contained being inconsistent with any term or terms of the 1968 General Conditions of Contract of Oil India Limited, the said term or terms of the 1968 General conditions of Contract to the extent of such inconsistency, and no further, shall not be binding on the parties hereto.

2. The contractor shall provide all labour, supervision and transport and such specified materials described in part-II of the Contract including tools and plants as necessary for the work and shall be responsible for all royalties and other levies and his rates shall include for these. The work executed and materials supplied shall be to the satisfaction of the Company's Engineer and Contractor's rates shall include for all incidental and contingent work which although not specifically mentioned in this contract are necessary for its completion in a sound and workman like manner.

3. The Company's Engineer shall have power to:

a) Reduce the rates at which payments shall be made if the quality of work although acceptable is not up to the required standard set forth in the OIL Standard Specifications which have been perused and fully understood by the Contractor.

Contractor

Page No.1/7

Company

b) Order the Contractor to remove any inferior material from the site and to demolish or rectify any work of inferior workmanship, failing which the Company's Engineer may arrange for any such work to be demolished or rectified by any other means at the Contractor's expenses.

c) Order the Contractor to remove or replace any workman who he (The Engineer) considers incompetent or unsuitable; the Engineer's opinion as to the competence and suitability of any workman engaged by the Contractor shall be final and binding on the Contractor.

d) Issue to the Contractor from time to time during the progress of the work such further drawings and instructions as shall be necessary for the purpose of proper and adequate execution and maintenance of the works and the Contractor shall carry out and be bound by the same.

e) Order deviations in Part II and III of this Contract. All such deviation orders shall be in writing and shall show the financial effect, if any, of such deviation and whether any extra time is to be allowed.

4. The Contractor shall have no claim against the company in respect of any work which may be withdrawn but only for work actually completed under this contract. The contractor shall have no objection to carry out work in excess of the quantities stipulated in Part-II if so ordered by the company at the same rates, terms and conditions.

5. The Company reserves the right to cancel this Contract at any time upon full payment of work done and the value of the materials collected by the contractor for permanent incorporation in the work under this contract particularly for execution of this contract up to the date of cancellation of the Contract. The valuation of the work done and the materials collected shall be estimated by the company's Engineer in presence of the contractor. The Contractor shall have no claim to any further payment whatsoever. The valuation would be carried out exparte if Contractor fails to turn up despite reasonable notice which will be binding on the Contractor.

6. The Contractor hereby undertakes to indemnify the Company against all claims which may arise under the under noted Acts:-

- i) The Mines Act.
- ii) The Minimum Wages Act, 1948.
- iii) The Workman's Compensation Act, 1923.
- iv) The Payment of wages Act, 1963.
- v) The Payment of Bonus Act, 1965.
- vi) The Contract Labour (Regulation & Abolition) Act, 1970 and the rules framed there under.
- vii) Employees Pension Scheme, 1995.
- viii) Inter-State Migrant (Regulation of Employment and Condition of Service) Act. 1979.
- ix) The Employees Provident Fund and Miscellaneous Provisions Act, 1952.
- x) AGST Act.
- xi) Service Tax Act.

or any other Acts or Statute not here in above specifically mentioned having bearing over engagement of workers directly or indirectly for execution of work. The Contractor shall not make the Company liable to reimburse the Contractor for the statutory increase in the wage rates of the Contract Labour appointed by the Contractor. Such Statutory increase in the wage rates of Contract Labour shall be borne by the contractor.

7. The Contractor shall clear away all rubbish and surplus material from the site on completion of work and shall leave the site clean and tidy.

8. The duration of the contract shall be **156 weeks** from the commencement date mentioned in the work order. The Contractor must complete the work as mentioned in PART – III (SPECIAL CONDITIONS OF CONTRACT: SCC) within the contract period. During the currency of the job, the work progress must be commensurate with the time elapsed. In the event of any delay on the contractor's part, he/she will be liable to pay to the company liquidated damages at the rate of 1/2% (Half p.c) per week of the contract price of the item(s) delayed in completion and the maximum value of the liquidated damage will be 7.5% of the contract price of the item(s) delayed provided the item(s) delayed are not critical for commissioning and final utilization of the work. If,

however, the item(s) delayed in completion are critical for commissioning and final utilisation of the work then the contractor will be liable to pay liquidated damages by way of penalty at the rate of 1/2% (Half percent) per week of delay of the total contract cost subject to a maximum of 7.5% of total contract cost.

The Chief Engineer's certificate as to the criticality or otherwise of an item shall be final.

The payment of liquidated damages/penalty may be reduced or waived at the sole discretion of the Company whose decision in this regard will be final.

In the event of there being undue delay in execution of the Contract, the Company reserves the right to cancel the Contract and / or levy such additional damages as it deems fit based on the actual loss suffered by the company attributable to such delay. The company's decision in this regard shall be final.

9. In order to promote, safeguard and facilitate the general operational economic in the interest of the Company during the continuance of this contract the Contractor hereby agrees and undertakes not to take any direct or indirect interest and or support, assist, maintain or help any person or persons engaged in antisocial activities, demonstration, riots, or in any agitation prejudicial to the Company's interest and any such even taking shape or form at any place of the Company's works or and its neighbourhood.

10. The tendered all-inclusive Price (the Contract price) is ₹ _____ **(Not to be filled up by bidder while submitting the offer in c-Folder. This figure will be filled up by OIL at the time of award of the contract to the successful bidder.)** (₹ _____ only) but the Company shall pay the Contract or only for actual work done at the all inclusive rates set down in the Schedule of work part II of this Contract.

On account payment may be made, not often than monthly, up to the amount of 92.5% of the value of work done. Final payment will be made only after satisfactory completion of the work. Such final payment shall be based on the work actually done allowing for deviations and any deductions and the measurement shall be checked and certified correct by the Company's Engineer before any such final payment is made.

11. The contractor employing 20 (twenty) or more workmen on any day preceding 12 months shall be required to obtain requisite licence at his cost from the appropriate Licensing Officer before undertaking any Contract work. The Contractor shall also observe the rules & regulations framed under the Contract Labour (Regulation & Abolition) Act.

12. The Company for any reason whatsoever and of which the company shall be sole judge may terminate this Contract with a 24 hours notice in writing to the Contractor and in the event of Company's so doing the clause 5 here of shall prevail and the accounts between the parties will be in accordance therewith finalised.

13. The Contractor will not be allowed to construct any structure (for storage / housing purpose) with thatch, bamboo or any other inflammable materials within any company's fenced area.

14. The Contractor shall ensure that all men engaged by him/her are provided with appropriate protective clothing and safety wear in accordance with regulation 89(a) and 89(b) in the Oil mines Regulations 1984. The Company's representative shall not allow/accept those men who are not provided with the same.

15. All Statutory taxes levied by the Central and State Government or any other competent authority from time to time will be borne by Contractor and the amount of the contract specified in the contract is inclusive of all tax liabilities but excluding Service Tax. Service Tax if applicable shall be, to the Company's account. However, Service Tax portion payable directly by the Service provider (if applicable) shall be reimbursed to the Contractor on the basis of the documentary evidence.

16. The Contractor shall deploy local persons in all works.

17. The Contractor shall not engage minor labour below 18(eighteen) years of age under any circumstances.
18. The Contractor and his/her workmen shall strictly observe the rules and regulations as per Mines Act. (latest editions).

19.1 GENERAL OBLIGATIONS OF COMPANY:

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

- i) Pay the Contractors in accordance with terms and conditions of the contract.
- ii) Allow access to Contractors and their personnel, subject to normal security and safety procedures, to all areas as required for orderly performance of the work.

20. Special Conditions

- a) The amount of retention money shall be released after 6(six) months from the date of issue of completion certificate from concerned department.
- b) The contractor will be required to allow OIL Officials to inspect the work site and documents in respect of the workers' payment.
- c) Contractor(s) whosoever is liable to be covered under the P.F. Act and contract cost is inclusive of P.F., must ensure strict compliance of provisions of Provident Fund and Miscellaneous Provisions Act, 1952 in addition to the various Acts mentioned elsewhere in this contract. Any contractor found violating these provisions will render themselves disqualified from any future tendering. As per terms of the contract, if applicable, the Contractor must deposit Provident Fund Contribution (covering Employee's & Employer's share) with the competent authority monthly under their direct code. The Contractor shall be required to submit documentary evidence of deposit of P.F. Contribution to the Company. In case of failure to provide such documentary evidence, the Company reserves the right to withhold the amount equivalent to applicable P.F. Contribution.

21. ARBITRATION:

Any dispute under this contract will be settled through Arbitration as per Indian Arbitration and Conciliation Act, 1996.

Place of Arbitration: Duliajan

22. FORCE MAJEURE:

Force Majeure (exemption) Clause of the International Chamber of Commerce (ICC Publication No. 421) is hereby incorporated in this contract.

23. I.B. VERIFICATION REPORT AND SECURITY REVIEW:

Contractor will be required to submit the verification report to ascertain character and antecedents from the Civil Administration towards the persons engaged under this contract to the Head of the user Department before engagement.

24. In case of any doubt or dispute as to the interpretation of any clause herein contained, the decision of the Company's Engineer shall be final and binding on the contractor.

25. SET OFF CLAUSE:-

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

26.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENT:

If it is found that a Bidder/Contractor has furnished fraudulent document/information the party shall be debarred for period of 3(three) years from date of detection of such fraudulent act, besides the legal action.

27.0 LIQUIDATED DAMAGES FOR DELAY IN MOBILISATION AND/ OR COMPLETION OF WORKS AND SERVICES

In normal case of works /service contracts, liquidated damages will be applicable @ 0.5% of the contract value per week or part thereof, for delay in contract mobilization / completion date subject to a maximum ceiling of 7.5% of contract value .

28.0 SUBCONTRACTING:

CONTRACTORS shall not subcontract or assign, in whole or in part, their obligations to perform under this contract, except with COMPANY'S prior written consent.

29.0 MISCELLANEOUS PROVISIONS:

Contractors shall conform in all respects with the provisions of any Statute, Ordinance of Law 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 OIL indemnified against all penalties and liability of every kind for breach of any such Statute, Ordinance or Law, regulation or byelaw.

30.0 LIABILITY:

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

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

30.3 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.

30.4 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.

30.5 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.

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

30.7 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.

30.8 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.

31.0 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.

32.0 INDEMNITY AGREEMENT:

32.1 Except as provided hereof CONTRACTORS 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 AUDITOR'S employees, agents, Contractors and subcontractors or their employees on account of bodily injury or death, or damage to personnel/property as a result of the operations contemplated hereby, regardless of whether or not said claims, demands or causes of action arise out of the negligence or otherwise, in whole or in part or other faults.

32.2 Except as provided hereof COMPANY agrees to protect, defend, indemnify and hold CONTRACTORS 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, Contractor and subcontractors or their employees on account of bodily injury or death, or damage to personnel/property as a result of the operations contemplated hereby, regardless of whether or not said claims, demands or causes of action arise out of the negligence or otherwise, in whole or in part or other faults.

33.0 APPLICABLE LAW:

33.1 This Contract shall be deemed to be a Contract made under, governed by and construed in accordance with the laws of India for the time being in force and shall be subject to the exclusive jurisdiction of Courts situated at Dibrugarh in Assam.

33.2 The Bidders shall ensure full compliance of various Indian Laws and Statutory Regulations, to the extent applicable for performing under this Contract.

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

34.1 All Statutory taxes levied by the Central and State Government or any other competent authority from time to time shall be on COMPANY'S account. However, liability for payment of such Taxes shall lie on the CONTRACTOR.

35.0 Subsequently Enacted Laws: Subsequent to the date of issue of letter of award 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.

IN WITNESS whereof the parties hereunto set their hands seals the day and year first written above:-

SIGNED & DELIVERED FOR AND
ON BEHALF OF

(Signature of Contractor or his legal Attorney)

by the hand of

(Full Name of Signatory)

its Partner/Legal Attorney

(Seal of Contractor's Firm)

And in presence of

(Signature of witness)

Date : _____
(Full Name of Signatory)

Address:

(Signature of Acceptor)

SIGNED & DELIVERED FOR & ON
BEHALF OF OIL INDIA LIMITED

Designation _____

Date _____

OIL INDIA LIMITED
(A Government of India Enterprise)
Duliajan, Assam

DESCRIPTION OF WORK/ SERVICE: HIRING OF SERVICES FOR PNEUMATIC BARYTE LOADING FACILITY FOR 04 (FOUR) RIGS INCLUDING SETTING UP A CENTRAL BULK HANDLING PLANT AT DULIAJAN, FOR LOADING TRANSPORTATION & OFFLOADING OF BARYTES AT 4 NOS. DRILL SITES FOR A PERIOD OF 03 (THREE) YEARS WITH AN OPTION OF EXTENSION FOR 01 (ONE) MORE YEAR.

Part-II (SOQ) Schedule of Work, Unit and Quantity

Item No.	Description of Services	UOM	Quantity
10	Mobilization Charges - Mobilization charges will be payable once the following activities are completed : a) Setting up of the all season barite godown, cuttings shed, platform for cutting and loading baryte powder, erecting the silos & compressors at Central plant site , b) Accumulating all items as per terms of contract including manpower and transportation facilities at Duliajan and c) Erection of all items as per terms of contract and rigging up of the system for operation at the first drill site duly certified by Company representative.	LUMPSUM	1
20	Rental Charges for Bulk Handling Plant - A) <u>Requirement at the Base Plant-</u> The Contractor will be required to set up a Central Bulk Handling Plant (BHP) at a place designated by the company consisting of the following: i) 1000 -1500 cft capacity storage silo : 02 (Two) nos. The detail Specification of the storage silo is given under 5.0 (a) The Broad Specification - Storage Silos at Central Bulk Handling Plant ii) Cutting pod of 60~75 cft capacity : 02 (Two) nos. iii) Suitable ramp for cutting and loading Baryte powder on to cutting pods with shed. iv) 02 (Two) nos. brand new screw air compressor complete with hoses, valves, nipples etc for transferring Baryte from cutting pods to Storage silos and from storage silos to transportation silos and vice versa. The detail Specification of the Compressor is given under 5.0 (c) The detail Specification - Compressor v) One single phase Generator set of 15 KVA, diesel engine driven for lighting purpose at the Central Bulk Plant B) <u>Field Requirement:</u> i) Field storage silo (600-800cft capacity) - 08 nos. (2 nos.silos per rig) The detail Specification of the storage silo is given under 5.0 (b) The Broad Specification - Field Storage Silos at Well Site ii) Surge tank (@ 50 cft capacity) - 06 nos. (1 no. per rig x 4 rigs and 2 nos. standby for movement to forward location) iii) Compressor (brand new screw compressor) - 05 nos. (1 no. per rig x 4 rigs) + 1 extra The detail Specification of the Compressor is given under 5.0 (c) The detail Specification - Compressor iv) All necessary hoses, valves, nipples etc for trouble free working of the system.	MONTH	36
30	CGI sheet shed - i) All season CGI sheet shed covered with brick/CGI sheet walls on all four sides of approximately 5000 sqft area (approx. 50 ft x 100 ft) which will include a storage space of approximately 1000 sq. ft area with proper brick soiling and providing wooden planks in the storage area for proper stacking of baryte sacks. ii) One small office room for the technical representative of the contractor at BHP. iii) Necessary electrical connections for running of compressors, illumination of working area etc.	LUMPSUM	1
40	Rental Charges for Transportation Silos - The contractor will be required to provide 04 (Four) nos. of transportation silos of capacity 200~300cft each for transportation of barytes powder from Central Bulk Handling Plant to different well sites. The detail Specification of the Transportation silo (Barytes hauler as well as the chassis) is given under Clause No. 5.0 (d) of Part-III (SCC) of this document.	MONTH	36
50	Running Charges for Transportation Silos - The transportation charge for one way up to the well site or back to BHP will be payable for transportation of baryte powder by the company's approved route on per MT per KM basis including for loading at the Central Bulk Handling Plant (operated and maintained by the contractor) and offloading of the baryte powder at field silos at different locations and also from field silo to the chemical mixing hopper as directed by the company representative.	TON-KILOMETER	1200000
60	Service Charge for Operating the 1 Bulk Handling Plant & other associated operation - The Service Charges will comprise of the charges for technical manpower for operation and maintenance of the Central Bulk Handling Plant including all ancillaries (at the base BHP and at all four well sites) duly certified by the company representative and will be payable on per month basis pro rated to completed working days. However, no payment shall be made for the period of any shut down due to shortage of technical manpower either at the base BHP or at individual well sites [Details in Clause No 3.11 of Part-III (SCC) of this document].	MONTH	36

Item No.	Description of Services	UOM	Quantity
70	Demobilization Charges - Demobilization charges will be payable when all equipment / tools are removed from site , duly certified by the company's representative regarding satisfactory completion of the work assigned under this contract either on premature termination of contract / at the end of the contract / extended period of contract. The Demobilization charges include all charges inclusive of Demobilization of all equipment from Operation base/site [Details in Clause No. 13.0 of Part-III (SCC) of this document].	LUMPSUM	1

1. Bidder must include all liabilities including statutory liabilities but excluding Service Tax in their quoted rates. Service Tax, if applicable, shall be to the Company's account. However, Service Tax portion payable directly by the Service Provider (if applicable) shall be reimbursed to the Contractor on the basis of the documentary evidence.

2. Contractors are required to raise monthly Service Tax Invoices for reimbursement of Service Tax against the contract. In absence of Service Tax Invoices, Service Tax will not be reimbursed and the consequences of the same shall entirely rest upon the Contractor.

3. The rates shall be quoted per unit as specified in the "PRICE BIDDING FORMAT" attached under "Notes and Attachments" tab. Bidder should note that no pricing information is furnished in the "c-folder" (Un-priced Techno-Commercial Bid) otherwise the bid will be rejected.

4. Mobilisation Period: Within **180 (One hundred and eighty) days** from the date of issue of LOA.

5. Mobilization and Demobilization charges taken together should not exceed 5 % (five per cent) of total contract value.

6. Mobilization charges will be payable when all equipment / tools are commissioned at site and are found free of defects and duly certified by the company's representative regarding suitability to undertake / commence the work assigned under this contract as per details in Clause No. 12.0 of Part-III (SCC).

7. Rental charges for Central Bulk Handling Plant and for Transportation Silos will be payable when all equipment / tools as mentioned under Clause No 2.0 of Part-III (SCC) of this document are duly mobilized as per the mobilization clause of the contract and ready to be rigged up operational.

8. Tenure of Agreement: The services will be required for a period of **03 (Three) years**, with a provision of extension of **01 (One) year** with same rate, terms and conditions of contract .

9. Area of Operations: The services will be confined to the drilling locations in the company's operating areas in Assam and Arunachal Pradesh. The central bulk handling plant will be set up at a suitable area at Duliajan as advised by the Company.

10. The quantity mentioned is purely for evaluation purpose only. However, payment shall be made as per actuals.

**OIL INDIA LIMITED
(A Govt. of India Enterprise)
DULIAJAN (ASSAM)**

**PART - III (SCC)
PART-III PARTICULARS, SPECIFICATIONS AND INSTRUCTIONS**

Description of work/Services:

HIRING OF SERVICES FOR PNEUMATIC BARYTE LOADING FACILITY FOR 04 (FOUR) RIGS INCLUDING SETTING UP A CENTRAL BULK HANDLING PLANT AT DULIAJAN, FOR LOADING TRANSPORTATION & OFFLOADING OF BARYTES AT 4 NOS. DRILL SITES FOR A PERIOD OF 03 (THREE) YEARS WITH AN OPTION OF EXTENSION FOR 01 (ONE) MORE YEAR.

1.0 Preamble:

OIL INDIA LIMITED, an integrated National Oil Company, has been carrying out oil exploration, production of OIL & Gas and development activities since early fifties. OIL has continuous activities covering a wide range of areas in Assam and Arunachal Pradesh.

OIL, now intends to hire the services from reputed and experienced party for loading the drilling mud with Barytes powder for increasing drilling mud density. The services include:

- a. Setting up of a Central Bulk Handling Plant (BHP) for handling Barytes powder in Bulk in & around Duliajan,
- b. Setting up of field silos and other associated arrangements for supply of Barytes in the drilling fluid in 4 drilling locations,
- c. Transportation of Barytes through silos from BHP to well site,
- d. Offloading of Barytes at well site and Service for addition of Barytes to liquid mud.
- e. Lifting of leftover Barytes from well site.
- f. Power requirement for the whole operation both at Central Plant and at the rigs will be arranged by the bidder/ Contractor.

1.1 The bid document provides the detail scope of work to be performed by the bidder/ Contractor.

2.0 Technical Requirement:**I) BULK HANDLING PLANT (LINE ITEM NO. 20) -****A) Requirement at the Base Plant-**

The Contractor will be required to set up a Central Bulk Handling Plant (BHP) at a place designated by the Company consisting of the following:

- i) 1000 -1500 cft capacity storage silo: 02 (Two) nos. The detail Specification of the storage silo is given under 5.0 (a) The Broad Specification - Storage Silos at Central Bulk Handling Plant
- ii) Cutting pod of 60~75 cft capacity: 02 (Two) nos.
- iii) Suitable ramp for cutting and loading Barytes powder on to cutting pods with shed.
- iv) 02 (Two) nos. brand new screw air compressor complete with hoses, valves, nipples etc for transferring Barytes from cutting pods to Storage silos and from storage silos to transportation silos and vice versa. The detail Specification of the Compressor is given under 5.0 (c) The detail Specification - Compressor
- v) One single phase Generator set of 15 KVA, diesel engine driven for lighting purpose at the Central Bulk Plant.

B) Field Requirement:

- i) Field storage silo (600-800cft capacity) - 08 nos. (2 nos. silos per rig) The detail Specification of the storage silo is given under 5.0 (b) The Broad Specification – Field Storage Silos at Well Site
- ii) Surge tank (@ 50 cft capacity) - 06 nos. (1 no. per rig x 4 rigs and 2 nos. standby for movement to forward location)
- iii) Compressor (brand new screw compressor) - 05 nos. (1 no. per rig x 4 rigs) + 1 extra The detail Specification of the Compressor is given under 5.0 (c) The detail Specification - Compressor
- iv) All necessary hoses, valves, nipples etc for trouble free working of the system.

II) SUPPLY OF CORRUGATED GALVANISED IRON (CGI) SHEET STORAGE CUM WORKING AREA (LINE ITEM NO. 30) as per following -

- i) All season CGI sheet shed covered with brick/CGI sheet walls on all four sides of approximately 5000 sqft area (approx. 50 ft x 100 ft) which will include a storage space of approximately 1000 sq. ft area with proper brick soiling and providing wooden planks in the storage area for proper stacking of Barytes sacks.
- ii) One small office room for the technical representative of the Contractor at BHP.
- iii) Necessary electrical connections for running of compressors, illumination of working area etc.

III) FIELD TRANSPORTATION SILOS AND TRUCK (LINE ITEM NO. 40 & 50):

- i) The Contractor will be required to provide 04 (Four) nos. of transportation silos of capacity 200~300cft each for transportation of Barytes powder from Central Bulk Handling Plant to different well sites. The detail Specification of the Transportation silo (Barytes hauler as well as the chassis) is given under 5.0 (d) The detail Specification - Transportation silo.
- ii) The above transportation silos should be mounted on a truck having GVW 25 Ton. The Transportation Silo will be complete with all piping connections, Driver's Cabinet.
- iii) The vintage of the trucks provided for transportation should not be more than two years at the time of placement. The Contractor will be required to place the vehicles at OIL's Transport Deptt for inspection and certification prior to field use.
- iv) Trucks, Drivers and helpers of the trucks should have valid permits to operate in OIL's operating areas in the state of Assam and Arunachal Pradesh. The Contractor shall be responsible for arranging all necessary permits as required by law / Company's regulations.
- v) The Contractor shall arrange all road permits, road tax and any other permit that may be required by Government Authority for plying his trucks/trailers in Assam and Arunachal Pradesh
- vi) The Contractor shall arrange identity cards for his personnel to enter into OIL's operating areas and inner line permits for entering Arunachal Pradesh.
- vii) The specifications of the transportation trucks and haulers are given in 5.0 (d) below.

IV) MANPOWER FOR OPERATING THE BULK HANDLING PLANT AND OTHER ASSOCIATED OPERATION (LINE ITEM NO. 60):

The Contractor shall provide the necessary trained manpower for operation and maintenance of the Central BHP at base as well as the four nos. of wellsites by providing the trained manpower as per the attached list under clause 3.11.

V) MOBILIZATION (LINE ITEM NO 10) Details in Clause No 12.0 below.

VI) DEMOBILIZATION (LINE ITEM NO 70) Details in Clause No 13.0 below.

3.0 Details of services / scope of work:

3.1 Contractor shall provide the services for transportation of Barytes powder from the Central Bulk Handling Plant at Duliajan to various drilling well locations (as advised) in Assam / Arunachal Pradesh through transportation silos.

3.2 The Contractor shall provide services for cutting the sack materials and transferring the same to storage silos at the Central Bulk Handling Plant using compressed air. The used sacks will be piled neatly by the Contractor and shall be disposed by the Contractor at a site designated by the Company without creating pollution either at the Central Bulk Handling Plant or at the wellsite.

3.3 The Contractor shall provide technically competent and experienced personnel (crew members) for setting up, operating and maintaining the Central Bulk Handling Plant. The Contractor shall provide a detailed list of his personnel to be engaged for operation and maintenance of the Central Bulk Handling Plant as well as for round the clock operation at wellsite.

3.4 The Contractor shall provide technically competent and experienced personnel (crew members) along with their Transportation Silos, for transportation of Barytes powder including loading at Contractor operated Central Bulk Handling Plant and off-loading at Field Storage Silos at well site and vice-versa.

3.5 The bidder shall provide experienced personnel along with their Transportation Silos for running as well as for hooking up of Contractor owned compressor at Contractor's Central Bulk Handling Plant and at well site.

3.6 The transportation silos provided by the Contractor shall be suitable for carrying the Barytes powder in bulk and each of the silos should have the capacity of around 200 cft. The specifications of Transportation Silos to be provided by the bidder should be as per Clause 5.0 (d) below or its equivalent.

3.7 All transportation silos shall be in very good running condition throughout the currency of the contract and will be required to provide round the clock services (24 x 7) for smooth running of Company's drilling operation.

3.8 The Contractor must be in a position to transfer a minimum of 800 cft of Barytes powder every day. The maximum quantity may, however, vary depending on criticality of well operations.

3.9 In emergent situations, the Contractor may be required to load Barytes into field silos from Barytes bags at the wellsite itself by transferring a cutting pod to the wellsite.

3.10 The transportation of Field Storage Silos, Surge Tanks and Compressor from one location to another will be OIL's responsibility. However, it will be Contractor's responsibility to provide necessary supervision during loading and unloading of the same to ensure safety of their equipment. OIL will not be responsible for any damage to Contractor's equipment during loading, transportation and unloading.

3.11 Contractor's personnel:

Barytes loading in well sites (4 well sites) is 24X7 in nature. The Central Bulk Handling Plant at base is required to run accordingly to cater to all four locations. Each of the truck mounted transportation silos may be required to make more than one trip a day as and when the situation demands. Based on our estimate the following personnel will be required from Contractor's side -

a) Technical Representative - 1 (One) No. to manage all operations and to liaise with Company on a day to day basis for smooth running of operations of the contract. The minimum qualification should be SSC / Diploma in Engineering with minimum 5 years experience in bulk handling plant operation.

b) Compressor operator - 9 (Nine) nos. - 2 (Two) nos. at each of the four well sites on 12 hours shift basis and one no. at the base BHP. The minimum qualification should be SSC with minimum 2 years' experience compressor operation

c) Silo Operator - 9 (Nine) nos. - 2 (Two) nos. at each of the four well sites on 12 hours shift basis and one no. at the base BHP. The minimum qualification should be SSC with minimum 5 year experience in bulk handling plant operation.

d) Mechanic - 1 (one) no. To attend to technical problems of compressors, silos etc at well sites and at BHP. The minimum qualification should be ITI with minimum 3 years mechanic experience.

e) Laborers - 4 (Four) nos. for BHP at base and to load/ unload sack materials from Company's warehouse

f) Transportation silo drivers - 4 (Four) Nos. The requirement is minimum 3 years' experience in driving heavy duty truck with valid license.

g) Handymen for transportation silos - 4 (Four) nos. The requirement is minimum 1 year mechanic experience.

h) Security Personnel at BHP - Round the clock. The requirement is minimum 1 year experience in security.

The above requirement of manpower is indicative only. However, the Contractor has to assess the requirement and bid accordingly. It is to be noted that employment of labourers and others at wellsites and Central BHP will be governed by oil mines and other regulations applicable to oil industry.

4.0 Special Notes: During the execution of the services under this contract the Contractor shall give special attention to the following points as the Central Bulk Handling Plant is proposed to be set up within an area having human habitat in the vicinity -

a) The successful bidder will take necessary precautions to contain the dust generated while cutting the Barytes sacks on to the cutting pods and while transferring the Barytes from the cutting pods to the storage silos as well as from the storage silos to the transportation silos and vice versa. For this purpose the Contractor must devise a suitable method like putting the vent under water or any other method that may be available.

- b)** The successful bidder will take necessary precautions to reduce the sound generated while operating the compressors for keeping the noise pollution under control due to reasons mentioned under a) above. For this purpose the Contractor must place compressors with minimum noise level.
- c)** The successful bidder will also take necessary precautions to collect the cut HDPE bags and dispose the same from time to time at a place designated by GM - Chemical or his representative.
- d)** The BHP will be normally operative in daylight hours. However, in times of emergency the successful bidder must be in a position to provide uninterrupted services of the Central Bulk Handling Plant in three shifts a day.

5.0 The Broad Specification

The broad specification of storage silos at Central Bulk Handling Plant, Field Storage Silos and Compressors to be provided at well sites are as under:

(a) Storage Silos at Central Bulk Handling Plant:

Capacity: 1000-1500 cft.

Quantity: 2 Nos.

Position of Mounting: Vertical skid mounted

Diameter of Silo: should be less than 3500 mm (approx.)

Total Height of Silo: should be less than 7500 mm (approx.)

Code of construction: ASME, SEC. VIII. DIV. 1/IS-2825.

Type of heads: TORISHERICAL.

Skid: ISME 200, vessel mounted on 4 no. of posts on the skid.

Ladder: Ladder up-to the height of silo.

Should be complete with manholes, floating nozzles, vent, outlet, inlet, safety valve etc.

(b) Field Storage Silos at Well Site:

Capacity: 600-800 cft.

Quantity: 2 Nos. per rig (8 nos for 4 rigs)

Position of Mounting: Vertical skid mounted

Diameter of Silo: 3150 mm (approx.)

Total Height of Silo: 7000 mm (approx.)

Code of construction: ASME, SEC. VIII. DIV. 1/IS-2825.

Type of heads: TORISPHERICAL.

Skid: ISME 200, vessel mounted on 4 no. of posts on the skid.

Ladder: Ladder up-to the height of silo.

Should be complete with manholes, floating nozzles, vent, outlet, inlet, safety valve etc.

(c) Compressor:

Type: Screw Air Compressor.

Working pressure: 7 kg / cm² (with pressure reducing valve adjusted to 2.8 kg/cm²)

Free air delivery (FAD): 8.5 kg / cm²

R.P.M.: 1500-1800

Air drier: To handle 300 cfm(8.5 m³ /min.)

Make: Kirloskar Pneumatic Compressor or AtlasCopco or Ingersol Rand or Chicago Pneumatic

Prime-mover: Ruston or Ashokleyland or Cummins or Kirlosker oil Engine.

(d) Transportation Silos

Broad specification of Transportation Silos to be provided, operated and maintained by the Contractor

i. Barytes Haulers: Himech Barytes Haulers/or equivalent

Transportation silos are to be especially designed for independent loadings and discharge of Barytes powder through 100 NB discharge line, Haulers should be efficient and dependable having 200~300 cft capacity.

BARYTES HAULER should consist of the following:

- * Pressure Vessel of 200~300 cft.
- * Air Fluidisation System
- * Butterfly Valves & Ball Valves
- * Platform and Ladder

Salient Features:

- * Well Balanced Axle Loading
- * Better road stability and maneuvering

Specifications : Materials of Construction

Note: The above transportation Vessel should be mounted on a normal Truck having Gross Vehicle Weight (GVW) 25 Ton and chassis specification as follows. The Transportation Silo will be complete with all piping connections, Driver's Cabinet.

ii. Chassis:

Drive: 6x4

GVW: 25000kg

Engine power: Adequate horse power.

Engine emission: Prevailing Indian emission norms.

Driver's cabin: Factory (chassis manufacturer) built cabin

Suitable model: TATA LPT 2516 TCIC or LPT 2518TC or 2518 HL AMW or Ashok Leyland 2516/4C or equivalent.

Slings job on top of the silos to be carried out.

6.0 EFFECTIVE DATE, DATE OF COMMENCEMENT OF CONTRACT AND DURATION OF CONTRACT

6.1 The contract shall become effective as on the date Company notifies the Contractor in writing that the contract has been awarded.

6.2 Commencement date: The date on which the Contractor's personnel along with necessary tools and equipment, transport silos, etc. arrive at Duliajan, set up the Central Bulk Handling Plant at Base and ready to transport Barytes by transportation silos to the first well, will be the commencement date of the contract. Mobilization of Contractor's personnel and equipment at Duliajan shall be completed within 180 days of issuance of LOA.

6.3 The contract shall be initially for a period (primary term) of 3 (three) years with an option for OIL to extend the contract period for another 1 (one) year at the same rates, terms and conditions.

7.0 DEFINITIONS / TERMS:

The following words and phrases shall have the meanings hereby assigned to them except where the contract otherwise requires.

7.1 Company means OIL INDIA LIMITED (OIL) / OPERATOR

7.2 OIL/Operator means the person or persons appointed and approved in writing from time to time by the Operator to act on its behalf for overall co-ordination and project management at site.

7.3 'Chemist' means the person or persons/agencies appointed from time to time by the Operator to act on its behalf to the extent so authorized and notified in writing to the Contractor.

7.4 'Chemist's Representative' means any resident Chemist or assistant of the Chemist appointed by the Operator to perform the duties set out in Article whose authority is notified in writing to the Contractor by the Head - Chemical / Chemist.

7.5 'Site' means the lands/location specified by the operator under in or through which the operations are to be carried out, for the purposes of the contract together with any other places designated in the contract as forming part of the site.

7.6 'Commencement Date' means the date in which the operation under this contract is taken charge of by the Contractor (applicable in case of delay in Mobilization only, otherwise as per Clause 6.0 above).

- 7.7 'Guarantee' means the period and other conditions governing the warranty/guarantee in respect of the works.
- 7.8 'Contractor's Representative' means such person or persons duly appointed at the site by the Contractor in writing delegating authority to act on behalf of the Contractor in matters related to the work.
- 7.9 'Company's items' means the equipment and services which are to be provided by Company or Contractor at the expense of Company.
- 7.10 'Contractor's items' mean the equipment and services which are to be provided by Contractor at the expense of the Contractor.
- 7.11 'Mobilization of the Contractor' means deployment of all the specified equipment with truck / crew by the Contractor to begin work for the first designated site.
- 7.12 'Demobilization of the Contractor' means removal of all the specified equipment with truck / crew from the base camp by the Contractor after completion of the services.
- 7.13 'Specification' means those specifications of the work relating to the industry standards and codes, work performance, quality and the specifications affecting the works and performance of the work detailed in the specifications of this contract.
- 7.14 'Day' means a calendar day of twenty four (24) consecutive hours beginning at 00:00 hours (midnight) and ending at 24:00 hours (midnight) following, as referred to local time at site.
- 7.15 'Third party' means any group, corporation, person or persons who may be engaged in activity associated with the work specified but who shall remain at arms length from the work and who shall not have a direct responsibility or authority under the terms of the contract.
- 7.16 'Work' means all the work to be performed by Contractor under this Agreement.
- 7.17 'Facility' means all properties of the Operator owned or hired which is or will be a part of the Operator's well site and the base plant.
- 7.18 'Contract price' means the sum or sums agreed to pay by the Operator as consideration for the work performed by the Contractor in the contract subject to any conditions thereto or deductions therefrom which may be made under the provisions of the contract.
- 7.19 'Certificate of Completion' means certificate issued by the Company to the Contractor stating that he has successfully completed the works/jobs assigned to him and submitted all necessary reports as required by Company.
- 7.20 'Company's base' means Duliajan or subsequently changed place from where the Barytes is to be supplied /transported to the well site (Locations)
- 7.21 Base camp set up / accommodation: Contractor has to arrange for their own personnel accommodation.

8.0 DUTIES & POWERS

8.1 OIL/Operator's Representative

The duties of the OIL representative(s) are to act on behalf of the Operator for overall co-ordination and project management at location. The OIL Representative shall have an authority to order changes in the Scope of work to the extent, so authorized and notified by the Operation to the Contractor in writing. The OIL Representative(s) shall liaise with the Contractor, monitor and progress so as to ensure the timely completion of work.

8.2 Chemist

The Chemist shall ensure that the works are carried out in accordance with the specifications, scope and other terms and conditions of contract. The Chemist shall have the right to inspect at all reasonable intervals and part of the works and necessary tests to be carried out and such work which is not in accordance with the contract. The Chemist will have right to scrutiny of the records for the work. In general the Chemist will have authority to

oversee the execution of the work by the Contractor and to ensure compliance of provisions of the contract by the Contractor.

8.3 Contractor's Representative

The Contractor's Representative shall have all the powers required for the performance of the works. The OIL Representative shall liaise with the Contractor Representative for the proper co-ordination of the works and or any other matter pertaining to the works.

9.0 COMPENSATION TO CONTRACTOR

9.1 General

The Operator agrees to pay Contractor for work performed/services rendered by the Contractor, a sum computed at the rates specific in the contract.

9.2 Firm Price

The rates payable under this contract shall be firm during the term of the Agreement and no escalation on any account e.g. wages, HSD price, taxes/duties and whatsoever shall be allowed under any circumstances.

10.0 OVERALL CONDITIONS OF THE CONTRACT

(A) Contractor's Obligations:

A.1 Contractor shall:

- (a)** In accordance with and subject to the terms and conditions of this contract perform the work described.
- (b)** Except as otherwise provided herein provide all labour and other personnel as required to perform the work.
- (c)** 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.
- (d)** Be deemed to have satisfied itself before submitting its Bid as to the correctness and sufficiency of its Bid for the services required and of the rates and prices, except insofar as otherwise provided herein cover all its obligation under the contract.
- (e)** Give or provide all necessary supervision during the performance of the services and as long there after as Company may consider necessary for the proper fulfilling of Contractor's obligations under the contract.
- (f)** To comply with all local/statutory regulations for mines act, labour laws etc.
- (g)** Observe safety regulations in accordance with acceptable Oilfield practice Contractor shall take all measures reasonably necessary to provide safety gears and safe working conditions and shall exercise due care and caution in preventing accident, fire, explosion and blow out, etc.
- (h)** Report to Company any evidence if identifies which may indicate or likely to lead to an abnormal or dangerous situation at the earliest opportunity and immediately take the first emergency control steps within Contractor's scope at well/works site.
- (i)** If any equipment malfunctions and cannot be repaired at well site / base within reasonable period resulting in Contractor's failure to provide the services, the penalty as mentioned elsewhere in this contract will be applicable.
- (j)** Depending upon the requirement and availability, the Contractor should also be capable of providing their services at any odd hours.
- (k)** Carry out the work of Barytes transportation jobs with professional competence and an efficient and workman like manner and provide Company with a standard of work customarily provided by reputed Bulk handling Company to major international Companies in the Petroleum industry.
- (l)** The Transport silos and other equipment, tools and materials to be provided by Contractor shall be in first class working condition and upto entire satisfaction of GM - Chemical or his representatives.
- (m)** The Contractor shall keep at least 4 (four) no. of transport silos (each silo having a capacity of 200-300 cft in good operating condition in all the times). The requirement of no. of silo may be increased depending upon Company's operation.

- A.2** Contractor shall be responsible for:
- (a)** Operation and maintenance of the Central Bulk Handling Plant set up at the base as per terms of this contract.
 - (b)** Supervision during loading of Barytes at Central Bulk Handling Plant at Duliajan (set up, operated and maintained by the Contractor) and also to transportation silos.
 - (c)** Transportation of Barytes through transportation silos
 - (d)** Off-loading of Barytes to field silos at well site with the help of Contractor's compressor at site.
 - (e)** Operation of surge tank for transfer of Barytes to hopper.
 - (f)** Transportation of left over Barytes in well sites after rig down.
 - (g)** Assembling /dismantling of lines through compressor from transportation silos / field silos
 - (h)** Start/Operate the compressor at designated well site for off-loading of Barytes.
- A.3** Contractor shall arrange for regular and periodical maintenance of their equipment including replacement of worn-out parts/supply of all spare parts (at its own cost) and ensure a smooth and break down free operation.
- A.4** Contractor must have an established office adjacent to the Oil heads quarters Duliajan, so that the Contractor/his representatives can be contacted in odd hours as and when required. Additionally, the Contractor must keep competent representative, who shall be in-charge of Contractor's personnel and who shall have full authority to resolve all day to day matters.
- A.5** Seeing the nature of Company's operations, the Contractor must supply requisite manpower for doing the jobs at a short notice so as to prevent any shut down of Company's operations. Moreover the Contractor may be required to mobilize additional labours for meeting any emergency, at a very short notice.
- A.6** The safety of Contractor's employees will be Contractor's responsibility. All safety measures as necessary for well site/plant operations will be provided by Contractor to its employees.
- A.7** The fuel and lubricants required for running the service will be supplied by Contractor at its own cost.
- A.8** Discipline: Contractor shall maintain strict discipline and good order among its personnel throughout the duration of this contract. Should Company feel with just cause, that the contract of any of Contractor's personnel is detrimental to Company's interests, Company shall notify Contractor in writing the reason for requesting removal of such personnel / employee at its expense within 7 days.
- A.9** Contractor shall arrange to obtain necessary permission from appropriate authority for compliance with any labour law, or any other regulations applicable to its personnel/vehicles/equipment as applicable in connection with the execution of the jobs.
- A.10** Contractor shall maintain at all times proper records of Bulk materials received for processing, delivered to the drilling rig and received back from rigs from time to time and submit report to Company on a weekly basis.
- A.11** Accommodation: Accommodation of Contractor's personnel shall be Contractor's responsibility. Company will not provide any accommodation whatsoever.

(B) Company's obligations

- B.1** Inspection:
- i)** The Company's Chemist / representative shall upon initial placement of Central Bulk Handling Plant, transportation silos, field silos check all the relevant documentation and duly inspect / test the same before accepting it for the services under this agreement. Such inspection/test shall be carried out entirely at the Contractor's risk and cost. Any vehicle / silo found deficient or defective in any manner will not be acceptable till such deficiency is completely rectified to the satisfaction of the Company's Chemist/ representative.
 - ii)** The Company's Chemist shall have power amongst others as follows:
 - a)** Instruct the Contractor from time to time for such further inspection as may be necessary for the proper and adequate supply of services and for keeping such records as are deemed necessary.
 - b)** Undertake periodic inspection of the Central Bulk Handling Plant, transportation silos as per programme as may be decided by him / her. Such inspection shall be carried out in the presence of the Contractor or in presence of his / her authorized representative. Such inspection / test carried out by the Company shall be at the Contractor's cost and risk.

- c)** Instruct the Contractor to remedy / rectify expeditiously any defects revealed upon periodic inspection / test carried out by the Company. Such rectification shall be at the Contractor's cost entirely.
 - d)** Instruct the Contractor to remove the vehicle(s) silo(s) in respect of which the defects have been detected upon inspection/test periodically by the Company and which have remained unrectified.
 - e)** Instruct the Contractor to remove the vehicle(s)/ silo(s) in respect of which defects have been found upon periodic inspection from the service under this agreement till such time as the same are rectified.
 - f)** Check the speedometer and kilometer readings and notify and defects and determine any correction factor on the kilometreage statement-cum-bill in case the speedometer and kilometer readings are found to be defective.
 - g)** Instruct the Contractor to furnish the names of all driver(s) and crew with full particulars at the time of commencement of the service or on any occasion when such drive(s) / crew are required to be replaced for any reason.
- (C)** 'LICENCE AND PERMITS' means any and all of the following, which must be valid and updated periodically by the Contractor to the satisfaction of the Company.
 - a)** Professional driving license(s) and Public Service Vehicle (P.S.V.) badge(s) for the driver(s).
 - b)** Registration Book(s) with endorsement of Road Tax
 - c)** Permits for plying the vehicle(s)/solo(s) for commercial purpose as may be required.
 - d)** Road Permits for Assam & Arunachal Pradesh.
 - e)** Road Fitness Permit(s)
 - f)** Innerline Permit(s) for A.P
 - g)** Comprehensive insurance Certificate(s) both for vehicle(s) / silo(s) as well as Crew
 - h)** Any other as required under law in force.
- (D)** A cumulative of 48 hrs. servicing time (not exceeding three occasions) with prior permission of Company's Chemist will be allowed every month for servicing/maintenance without any deduction of fixed charge. The said 48 hrs.will be restricted to every month and cannot be carried over.
- (E)** Company shall, in accordance with and subject to the terms and condition of the contract, pay Contractor for the services availed / materials supplied as stipulated herein.
- (F)** Company shall allow Contractor access, subject to normal security and safety procedures to all areas as required for orderly performance of the work/ supply.
- (G)** Company reserves the right to check the Central Bulk Handling Plant and other Contractor's items before the commencement date. If they are not found in good order or do not meet required specifications or in case of non-availability of some of the Contractor's items the Commencement date shall be the date when Contractor has remedied such default. The Company also reserves the right to inspect the equipment at any time during the operation. Any equipment found short and defective shall be replaced / rectified by the Contractor within the shortest possible time without causing disruption of work assigned to the Contractor under this contract. Any delay caused on account of replacement of short and defective equipment shall be owned by the Contractor. Any equipment found defective and unserviceable during the tenure of the contract shall be replaced by the Contractor forthwith and all costs including transport freight and other duties and taxes, levies and expenses for such replacement shall be borne by the Contractor.
- (H)** The Company also reserves the right:
 - i)** To change the bulk handling program at any time.
 - ii)** To check, at all times. Contractors stock level, to inspect Contractor's equipment and request for renovation or replacement thereof, if found in unsatisfactory condition or not conforming to regulations or specifications.
 - iii)** To order suspension of operations while and whenever -
 - a)** Contractor's personnel is deemed by Company to be not satisfactory or.
 - b)** Contractor's works quality is deemed by Company to be not satisfactory or
 - c)** Contractors equipment does not conform to regulations or to the required specifications or
 - d)** Contractors insurance in connection with operations hereunder is found by Company not to satisfy the requirement set forth in this Contractor or
 - e)** Contractor's equipment turns into a danger to on or around the rig or to the well/work site.

- (I) Association of Company's Personnel
- i) Company's personnel will be associated with the work throughout the bulk handling operations and Contractor shall ensure simultaneous transfer of know-how, technology and new developed services with exception of commercial secrets.
- (J) Company shall make available to Contractor the bulk material (e.g Barytes) for processing and despatch to the drilling rig.
- (K) Contractor shall carry out the preventive as well as break down maintenance of Company's compressor at Central Bulk Handling Plant and at well site.

11.0 CONTRACTOR'S PERSONNEL

11.1 Contractor warrants that it shall furnish competent, qualified and sufficiently experienced personnel to perform the work correctly and efficiently as per the list of personnel indicated in clause 3.11 Contractor's personnel under the Scope of Work. Contractor shall ensure that such personnel observe applicable Company's safety requirement. The personnel working as operator should possess valid license for running heavy vehicle. The Company has the option to accept or reject any staff / personnel of the Contractor, who do meet the Company's requirement and found to be unsuitable, in which case the Contractor shall provide suitable alternative to the satisfaction.

11.2 Contractor shall be responsible for and shall provide for all requirements of his personnel and his sub - Contractor, if any, including but not limited to their insurance, housing medical services, transportation (both air and land), salaries and all amenities, all emigration requirement, taxes if any, payable in India or outside at no extra charge to the Company.

11.3 Contractor shall arrange food, accommodation and available medical facilities for their personnel.

11.4 Transportation of Contractor's personnel to and fro from well site will be arranged by Contractor at their cost.

11.5 The proforma for undertaking from all the personnel, engaged by the Contractor, should be forwarded as per Annexure-B.

12.0 MOBILIZATION

12.1 Mobilization charges will be payable once the following activities are completed:

- a) Setting up of the all season Barytes godown, cuttings shed, platform for cutting and loading Barytes powder, erecting the silos & compressors at Central plant site,
- b) Accumulating all items as per terms of contract including manpower and transportation facilities at Duliajan and
- c) Erection of all items as per terms of contract and rigging up of the system for operation at the first drill site duly certified by Company representative.

12.2 The Mobilization of all equipment to site shall be completed within 180 days from the date of the letter of Intent.

12.3 Mobilization charge includes all charges on all equipment, accessories spares and consumables.

12.4 Mobilization charges shall cover all local and outside cost of the Contractor to mobilize the equipment to the site and shall include all duties, taxes and transport to the operation base etc,

12.5 The Contractor shall arrange for requisite entry passes for its employees to the well site. Company will assist in obtaining industrial entry pass.

13.0 DEMOBILIZATION

13.1 Demobilization charges will be payable when all equipment / tools are removed from site , duly certified by the Company's representative regarding satisfactory completion of the work assigned under this contract either on premature termination of contract / at the end of the contract / extended period of contract.

13.2 The Demobilization charges include all charges inclusive of Demobilization of all equipment from Operation base/site.

13.3 Company shall give notice to Contractor to commence Demobilization. Contractor will ensure that Demobilization is completed within 45 days of notice from the Company. No charge whatsoever will be payable from that date of notice to demobilize.

13.4 Demobilization deems to be completed when the area is brought back to original condition upto the certification of Company representative.

13.5 All charges connected with Demobilization including all fees and taxes in relation thereto and insurance and freight will be to Contractor's account.

14.0 WARRANTY AND REMEDY OF DEFECTS

14.1 Contractor warrants that it shall perform the work in a first class, workmanlike, and professional manner and that all work shall be performed in accordance with highest quality, efficient, and current state of the art technology/inspection services and conformity with all specifications, standards and drawings set forth or referred to in the technical Specifications with instructions and guidance which Company may, from time to time, furnish to the Contractor.

14.2 Should Company discover at any time during the currency of this contract or within one year after completion of the operations that the work does not conform to the foregoing warranty, Contractor shall after receipt of notice from Company, promptly perform any and all corrective work required to make the services conform to the Warranty. Such corrective work shall be performed entirely at Contractor's own expenses. If such corrective work is not performed within a reasonable time, the Company at its option, may have such remedial work performed by others and charge the cost thereof to Contractor which the Contractor must pay promptly. In case Contractor fails to perform remedial work, the performance security shall be forfeited.

14.3 The rights and remedies of Company provided by this Clause are in addition to any other right and remedies provided by law or in equity or otherwise.

15.0 CONFIDENTIALITY, USE OF CONTRACT DOCUMENTS AND INFORMATION

15.1 Contractor shall not, without Company's prior written consent, disclose the contract, or any provision thereof, or any conduct of operation hereunder, to any person other than a person employed by Contractor in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

15.2 Contractor shall not, without Company's prior written consent, make use of any document or information referred in this contract and the NIT except for purposes of performing the contract.

15.3 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.

15.4 All data assembled, compiled, developed, reproduced and studied by the Contractor in connection with the services rendered shall be considered strictly confidential. The secrecy of the data shall be maintained by the Contractor even after the expiry of the contractual service period.

16.0 TAXES

16.1 Tax levied as per the provisions of Indian Income Tax Act and any other enactment/rules on income derived/ payments received under this contract will be on Contractors account.

16.2 Corporate income tax will be deducted at source form the invoice at the specified rate of income tax as per the provisions of Indian income Tax act as maybe in force from time to time.

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

16.4 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 by them. Contractor shall be responsible for preparing and filing the return of income etc. within the prescribed time limit to the appropriate authority.

16.5 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.

16.6 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 6 months of the expiry of the tenure of the contract or such extended time as the Company may allow in this regard.

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

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

16.9 Service Tax if applicable shall be, to the Company's account. However, Service Tax portion payable directly by the Service provider (if applicable) shall be reimbursed to the Contractor on the basis of the documentary evidence.

17.0 PATENT INFRINGEMENT

17.1 Contractor shall defend and hold Company harmless against any and all claims, actions and liabilities for violation of any patent or patents brought against Company and / or use of any patented processes. Compositions machines or articles of manufacture, Company shall at all times have the right to be represented by its own counsel and participate in the defense of any action in which Company is a party defendant.

17.2 Company shall defend and hold Contractor harmless against any and all claims action and liabilities for violation of any patent of patents brought against Contractor and/or Company by any third party as a result of Company's use of any patented processes composition, machines or articles of manufacture. Contractor shall at all times have the right to be represented by its own counsel and to participate in the defense of any action in which Contractor is a party defendant.

18.0 In the event of Contractor's failure to mobilize all the equipment to Company's site within 15 weeks' time after expiry of the Mobilization time, Company will have the right to terminate the contract and forfeit the security deposit.

19.0 PENALTY

It is the responsibility of the BHP Contractor to ensure uninterrupted supply of Barytes for weight maintenance of drilling fluid. Therefore any delay in supply of Barytes on the part of the Contractor, for any reason thereof would attract penalty. Penalty would be levied under following conditions:

Part-A:-Penalty for Inability to deliver the materials (Barytes) at Well site = Ton Hour Rate as (a) (x) Quantity in Tons as (b) (x) delay in hours (c).

a) Ton Hour Rate:- The total Contract cost is taken as "Total Cost for total Ton Hours for 4 trucks". Accordingly the Ton Hour rate is computed as:[Total Contract Cost (/) total Contract period in months(/){Days in a Month*Hours in a days}] i.e [Contract Cost/ total period in months/(30 days*24Hours)]/4 Trucks

b) Quantity:- Quantity in Tons

c) Hours:- Delay in Hours beyond the notified period (as per Note-1 below).

Part-B:-Penalty for Inability to give the service at well site = Double of Ton Hour Rate as defined in Part-A(a) (x) delay in hours (d)

d) Hours:- Delay in hours beyond the notified period (as per Note-2 below).

Note-1: The Quantity requirement for delivery at individual rig will be intimated to the Contractor with 24 hrs prior written notification. Failure to deliver Barytes from the Central plant to the rig within 24 hrs of notified period would attract penalty.

Note-2: The requirement for service of Barytes at the hopper at individual rig will be intimated to the Contractor with 1 hrs prior intimation. Failure to deliver Barytes from the field silo to the hopper within 1 hour period would attract penalty.

20.0 INSURANCE

20.1 The Contractor shall arrange insurance to cover all risks in respect of their personnel, materials and equipment/ vehicle belonging to the Contractor or its sub-Contractor during the currency of the contract.

20.2 Contractor shall at all times 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) Employees Liability Insurance as required by law in the country of origin of employee.
- c) General Public Liability Insurance covering liabilities including contractual liability for bodily injury, including death of persons, and liabilities for damage of property. This insurance must cover all operations of Contractor required to fulfill the provisions under this contract.
- d) Contractor's items provided by the Contractor for performance of the work hereunder shall have an insurance cover with a suitable limit (as per international standards).
- e) Automobile Public Liability Insurance covering owned, non-owned and hired automobiles used in the performance of the work hereunder, with bodily injury limits and property damage limits shall be governed by Indian Insurance regulations.
- f) Public Liability Insurance as required under Public Liability Insurance Act 1991.

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

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

20.5 Contractor shall furnish to Company prior to commencement date, certificates of all its insurance policies relating to Contractor's operations hereunder indicating -

- a) Kinds and amount of insurance as required herein.
- b) Insurance Company or companies carrying the aforesaid coverage
- c) Effective and expiry dates of policies.
- d) Territorial limits of the policies.

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

20.7 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.

20.8 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.

21.0 CHANGES

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

21.2 If a change results 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 to be prescribed by Company. Such estimates shall be based on the rates shown in the contract. Upon review of Contractor's estimate, Company shall establish and set forth in the change. Order the amount of the compensation or credit for the change or a basis for determining a reasonable compensation or credit for the change. If Contractor disagrees with the 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 21 (Arbitration) of Part-I

(GCC). Contractor's performance of the Work as changed will not prejudice Contractor's request for additional compensation for work performed under change order.

22.0 FORCE MAJEURE

22.1 Notwithstanding anything herein to the contrary Contractor shall not be liable for forfeiture of its performance security, payment of penalties or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force majeure.

22.2 In the event of either party being rendered unable by Force majeure to perform any obligations required to be performed by them under this contract the relevant obligations of the party affected by such force majeure shall be upon notification to the other party.

22.3 For purpose of this clause Force majeure means an act of God, war, revolt, riots, strikes, fire, 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.

22.4 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.

22.5 Time for performance or the relevant obligation suspended by Force majeure shall then stand extended by the period for which the Force majeure conditions last.

22.6 Unless otherwise directed by Company in writing Contractor shall continue to perform its obligations under the contract as far as reasonably practicable and shall seek all responsible alternative means for performance not prevented by Force majeure event.

22.7 Either party will have the right to terminate the Contract if such '**force majeure**' conditions continue beyond fifteen (15) days with prior written notice. Should either party decide not to terminate the Contract even under such condition, no payment would apply after expiry of fifteen (15) days force majeure period unless otherwise agreed to.

23.0 TERMINATION

23.1 This Contract shall be terminated upon completion of the job required to be done by the Contractor of the job with full satisfaction of OIL.

23.2 Company, may without prejudice to any other remedy for breach of contract, by written notice of default sent to Contractor, terminate the contract in whole or in part if Contractor fails to perform any of its obligation under the contract and if Contractor does not cure its failure within a period of 30 days (or such longer period as the Company may authorize in writing) after receipt of the default notice from Company.

23.3 In the event Company terminates the contract in whole or in part pursuant to Clause 23.2 above, Company may procure upon such terms and in such manner as it deems appropriate materials, equipment and services required to complete that part of the operation in default by the Contractor and Contractor shall be liable for any excess costs incurred by Company. However, Contractor shall continue performance of the contract to the extent not terminated.

23.4 Company may at any time terminate the contract by giving written notice to Contractor, without compensating Contractor, except for services already rendered, if Contractor becomes bankrupt or otherwise insolvent provided that such termination will not prejudice or affect any right of action or remedy which has occurred or will occur thereafter to Company. Similarly, the Contractor may also at any time terminate this contract by giving 6 months' notice without compensation if the Company become Bankrupt or otherwise become insolvent and provided further that no steps have been taken by the Company within the notice period of 6 months to avoid Bankrupt and insolvency.

23.5 Company may, by written notice sent to Contractor, terminate the contract in whole or in part of any time for its convenience. The notice of termination shall specify that termination is for Company's convenience, the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective, which should be at least 15 days after the date of the notice of termination. If Company exercises this right it shall pay Contractor in accordance with the provisions of the contract for work satisfactory

performed up to the date of termination as well as for Demobilization cost, if any, substantiated by Contractor to the satisfaction of Company.

24.0 INGRESS AND EGRESS AT LOCATION

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

25.0 CONSEQUENTIAL DAMAGE

25.1 Neither party shall be liable to the other for special indirect or consequential damages resulting from or arising out of the contract, including but without limitation, to loss of profit or business interruptions, howsoever caused and regardless of whether such loss or damage was caused by the negligence (either sole or concurrent) of either party, its employees, agents or sub-Contractors.

26.0 MOBILIZATION ADVANCE PAYMENT

26.1 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.

26.2 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.

26.3 Bank guarantee shall be valid for 2 (two) months beyond completion of Mobilization and the same may be invoked in the event of Contractor's failure to mobilize as per agreement.

26.4 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.

27.0 NOTICES

27.1 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**

(1) GM (Chemical)
Chemical Department
OIL INDIA LIMITED
DULIAJAN - 786602
ASSAM, INDIA

(2) Head- Contracts
Contracts Department
OIL INDIA LIMITED
DULIAJAN - 786602
ASSAM, INDIA

Telex No: 288 249 DULO IN
288 211 DULO IN

FAX NO: 0374 - 2801680 /2800533

E Mail: contracts@oilindia.in / chemical@oilindia.in

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

28.0 SUBCONTRACTING

28.1 Contractor shall not subcontract or assign, in whole or in part its obligation to perform under this contract except with Company's prior written consent which will not be unreasonably withheld. Company will have the right to accept or reject any subcontractor so selected.

28.2 Company shall have the right at any time to assign all or any part of its right hereunder to related or affiliated or subsidiary Company provided that such successor shall remain fully liable and responsible to Contractor and obligation imposed by the agreement.

29.0 MISCELLANEOUS PROVISIONS

29.1 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.

29.2 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.

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

30.0 LIABILITY

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

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

30.3 The Contractor here agrees to waive its right to recourse and further agrees to cause his underwriters to waive their right of subrogation against Company and / or its under writer, servant, against, nominees, assignees, Contractors and subcontractors for loss or damaged to the equipment of the Contractor and / or its subcontractor when such loss or damage or liabilities arises out of or in connection with the performance of the contract.

30.4 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, against, nominees, assignees Contractors and subcontractors for injury to illness or death of any employee of the Contractor and of its Contractors, subcontractors and / or their employees when such injury, illness or death arises out of or in connection with the performance of the contract.

31.0 INDEMNITY AGREEMENT

a) The Contractor agrees to protect, defend, indemnify and hold Company harmless from and against all claims, suits, demands, and causes of action, liabilities, expenses, costs, liens and judgment of every kind and character, without limit, which may arise in favour of Contractor's employees, agents Contractors and sub-Contractors or their employees on account of bodily injury or death, or damage to personnel / property as a result of the operation 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.

b) The Company agrees to protect, defend, indemnify and hold Contractor harmless from and against all claims, suits, demands, and causes of action, liabilities, expenses, costs, liens and judgment of every kind and character, without limit, which may arise in favour of Company's employees, agents, Contractors and sub-Contractors or their employees on account of bodily injury or death, or damage to personnel / property as a result of the operation 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.

c) **INDEMNITY APPLICATION**

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

32.0 WAIVERS AND AMENDMENTS

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

33.0 PAYMENT & INVOICING PROCEDURE

33.1 Company shall pay to Contractor, during the term of the contract, the amount duly calculated according to the rates of payment set and in accordance with other provisions hereof on the basis of daily log book signed by departmental officer. 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.

33.2 All payment by Company to Contractor shall be made at Contractor's designated bank.

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

33.4 Contractor will submit six sets of all invoices to Company for processing of payment.

33.5 Contractor shall raise invoice for the lump sum Mobilization charges when the entire equipment and personnel are ready at respective sites for starting the job as certified by the Company.

33.6 Contractor shall raise invoices at the end of each month for the services performed, rates payable and the total amount claimed. These invoices should be submitted to the operator's representative/office.

33.7 If any deduction is to be made from the invoices of the Contractor, the Contractor should be informed along with the reasons for such deductions.

33.8 Payment of monthly invoice, if undisputed shall be made with 45 days following the date of receipt of invoices by Company subject to RBI's approval.

33.9 The Company shall with 30 days of receipt of the invoice notify Contractor of any item under dispute, specifying the reasons thereof, in which event, payment of the disputed amount may be withheld until settlement of the dispute, but payment shall be made of any undisputed portion as indicated above. This will not prejudice of the Company's right to question the validity of the payment at a later date as envisaged in Clause 33.3 above.

33.10 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.

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

33.12 Any audit conducted by Company of Contractor's records, as provided herein, shall be limited to Company's verification (i) of the accuracy of all charges made by Contractor to Company and (ii) that Contractor is otherwise in compliance with the terms and conditions of this agreement.

34.0 WITH-HOLDING

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

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

- (i) Garnishee order issued by a court of law in India.
- (ii) Income-tax deductible at source according to law prevalent from time to time in the country.
- (iii) Any obligation of Contractor which by any law prevalent from time to time 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 (if applicable).

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

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

35.0 APPLICABLE LAW

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

35.2 The Contractor shall ensure full compliance of various India 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) Mines Act, 1952: as applicable to safety and employment conditions and subsequent amendments.
- (b) Oil Mines Regulations, 1984.

- (c) The Workman's Compensation Act, 1923.
- (d) Payment of wages Act, 1963.
- (e) Payment of Bonus Act, 1965
- (f) Contract Labour (Regulation & Abolition) Act 1970
- (g) Family Pension Scheme
- (h) Interstate Migrant Workmen Act, 1979 (Regulation of employment and conditions of services)
- (i) Provident Fund and Misc. Provisions Act, 1952
- (j) Indian Electricity Act, 1953
- (k) Central excise & salt Act, 1944
- (l) Income Tax Act, 1961
- (m) Assam Finance Act, 1956
- (n) Assam sales Tax Act, 1947
- (o) Central sales tax Act, 1947
- (p) Assam pollution control board's rules & regulations.

35.3 The Contractor shall not make the Company liable to reimburse the Contractor to the statutory increase in the wages rates of the contract labour appointed by the Contractor such statutory of any other increase in the wages rates of the contract incur shall be borne by the Contractor.

36.0 SAFETY

Contractor shall take all necessary measures to protect the personnel, work and facilities and shall observe all safety rules & instructions for accident free and environment friendly operations.

37.0 POLLUTION OR CONTAMINATION

37.1 Contractor agrees that Contractor shall be responsible for and shall indemnify the Company and hold its agents, 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 Contractors services / operations if such pollution or contamination is caused by Contractor's misconduct or negligence.

38.0 CHANGE OF OWNERSHIP

The Contractor's right and obligations under this contract are not transferable by sale or assignment without the Company's written consent. In the event of the operation / service is being sold without the Company written consent in addition to its other rights, the Company may at its absolute discretion terminate this contract where upon the Contractor shall reimburse the Company payment, if any paid in advance and not earned, and any sums to which the Company may sustain directly as a consequence of such termination.

ANNEXURE-I (DETAILS OF BIDDER)
[WHEREVER APPLICABLE TO BE FILLED-UP / SUBMITTED BY THE BIDDER]

a.	Name of the bidder / firm	
b.	Registered postal address with PIN code	
c.	Telephone No.	
d.	Mobile No.	
e.	e-mail ID	
f.	Fax No.	
g.	Contact Person	
h.	Contact person's contact No.	
i.	Tax exemption certificate No.	
j.	CST Registration No.	
k.	Local sales tax regn. No.	
l.	PAN No.	
m.	Bank details: (In which the Bidder wants remittance against invoices)	Name: Address: A/c Type: A/c No.: IFSC/RTGS Code: NEFT Code:
n.	VAT Regn. No.	
o.	Service Tax Regn. No. If not available then to be submitted on issuance of LOA	
p.	PF code no. Or a declaration by the applicant that provisions of Provident Fund Act is not applicable to them. In case P.F. is required to be deposited later on, the same will be deposited by the bidder)	
q.	Vendor code with OIL (if available)	

Signature: _____

Name in Block letters _____

For M/S. _____

**OIL INDIA LIMITED
(A Govt. of India Enterprise)
Contracts, Duliajan**

Schedule of company's Plants, Materials and Equipments

The successful bidder will be required to provide all equipment and other materials necessary for –

- a) Setting up, operation and maintenance of the bulk handling plant at the base, and
- b) Setting up, operation and maintenance of the system at 04 (Four) nos. of well locations as advised by GM - Chemical and/or his representative.

The contractor will also be responsible for providing food, accommodation, security gate pass and PPE to all his personnel. Details of technical specification, units and quantity will be as per "Details of Scope of Work and Specifications".

**To,
HEAD-CONTRACT
OIL INDIA LIMITED
DULIAJAN-786602**

SUB: SAFETY MEASURES

Description of work/service:

Hiring of services for Pneumatic Baryte Loading facility for 04 (Four) rigs including setting up a central bulk handling plant at Duliajan, for loading transportation & offloading of barytes at 4 nos. drill sites for a period of 03 (Three) years with an option of extension for 01 (one) more year.

Sir,

We hereby confirm that we have fully understood the safety measures to be adopted during execution of the above contract and that the same have been explained to us by the concerned authorities. We also give the following assurances.

a) Only experienced and competent persons shall be engaged by us for carrying out work under the said contract.

b) The names of the authorized persons who would be supervising the jobs on day to day basis from our end are the following:

i) _____

ii) _____

iii) _____

The above personnel are fully familiar with the nature of jobs assigned and safety precautions required.

c) Due notice would be given for any change of personnel under item(b) above.

d) We hereby accept the responsibility for the safety of all the personnel engaged by us and for the safety of the Company's personnel and property involved during the course of our working under this contract. We would ensure that all the provisions under the Oil Mines Regulations, 1984 and other safety rules related to execution of our work would be strictly followed by our personnel. Any violation pointed out by the Company's Engineers would be rectified forthwith or the work suspended till such time the rectification is completed by us and all expenditure towards this would be on our account.

e) We confirm that all persons engaged by us would be provided with the necessary Safety Gears at our cost.

f) All losses caused due to inadequate safety measures or lack of supervision on our part would be fully compensated by us and the Company will not be responsible for any lapses on our part in this regard.

g) We shall abide by the following HSE (Health, Safety & Environmental) POINTS:

GENERAL HEALTH, SAFETY & ENVIRONMENT (HSE) POINTS:

1. It will be solely the Contractor's responsibility to fulfill all the legal formalities with respect to the Health, Safety and Environmental aspects of the entire job (namely; the person employed by him, the equipment, the environment, etc.) under the jurisdiction of the district of that state where it is operating. . Ensure that all sub-contractors hired by him comply with the same requirement as the contractor himself and shall be liable for ensuring compliance all HSE laws by the sub or sub-sub contractors.

2. 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. If the Contractor fails to provide the safety items as mentioned above to the working personnel, the Contractor may apply to the Company (OIL) for providing the same. OIL will provide the safety items, if available. But in turn, OIL will recover the actual cost of the items by deducting from Contractor's Bill. . However, it will be the Contractor's sole responsibility to ensure that the persons engaged by him in the mines use the proper PPE while at work. All the safety gears mentioned above are to be provided to the working personnel before commencement of the work.

3. 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.

4. 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.

5. Keep an up to date SOP and provide a copy of changes to a person designated by the Mine Owner /Agent /Manager.

6. 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.

7. All persons deployed by the contractor for working in a mine must undergo Mines Vocational Training, initial medical examination, PME. They should be issued cards stating the name of the contractor and the work and its validity period, indicating status of MVT, IME & PME.

8. The contractor shall submit to DGMS returns indicating - Name of his firm, Registration number, Name and address of person heading the firm, Nature of work, type of deployment of work persons, Number of work persons deployed, how many work persons hold VT Certificate, how many work persons undergone IME and type of medical coverage given to the work persons.

9. The return shall be submitted quarterly (by 10th of April, July, October & January) for contracts of more than one year. However, for contracts of less than one year, returns shall be submitted monthly.

10. It will be entirely the responsibility of the Contractor/his Supervisor/representative to ensure strict adherence to all HSE measures and statutory rules during operation in OIL's installations and safety of workers engaged by him. The crew members will not refuse to follow any instruction given by company's Installation Manager / Safety Officer / Engineer / Official / Supervisor/Junior Engineer for safe operation.

11. Any compensation arising out of the job carried out by the Contractor whether related to pollution, Safety or Health will be paid by the contractor only.

12. Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the contractor.

13. The contractor shall have to report all incidents including near miss to Installation Manager / departmental representative of the concerned department of OIL.

14. 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.

- 15. 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.
- 16. The health check up of contractor's personnel is to be done by the contractor in authorized Health Centers as per OIL's requirement & proof of such test(s) is to be submitted to OIL. The frequency of periodic medical examinations should be every five years for the employees below 45 years of age and every three years for employees of 45 years of age and above.
- 17. To arrange daily tool box meeting and regular site safety meetings and maintain records.
- 18. Records of daily attendance, accident report etc. are to be maintained in Form B, E, J (as per Mines Rules 1955) by the contractor.
- 19. 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.
- 20. 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.
- 21. Contractor's arrangements for health and safety management shall be consistent with those for the mine owner.
- 22. 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.
- 23. 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.
- 24. The contractor should prevent the frequent change of his contractual employees as far as practicable.
- 25. The contractor should frame a mutually agreed bridging document between OIL & the contractor with roles and responsibilities clearly defined.
- 26. 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.

(Seal)

Yours Faithfully

Date _____

M/s _____
FOR & ON BEHALF OF CONTRACTOR

INTEGRITY PACT

Between

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

And

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

Preamble :

The Principal intends to award, under laid down organizational procedures, contract/s for The Principal intends to award, under laid down organizational procedures, contract/s for **HIRING OF SERVICES FOR PNEUMATIC BARYTE LOADING FACILITY FOR 04 (FOUR) RIGS INCLUDING SETTING UP A CENTRAL BULK HANDLING PLANT AT DULIAJAN, FOR LOADING TRANSPORTATION & OFFLOADING OF BARYTES AT 4 NOS. DRILL SITES FOR A PERIOD OF 03 (THREE) YEARS WITH AN OPTION OF EXTENSION FOR 01 (ONE) MORE YEAR.- UNDER IFB NO.CDI3330P15.** The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

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

Section 1 - Commitments of the Principal

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
1. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
 2. The Principal will, during the tender process treat all Bidders with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.
 3. The Principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a Page 2 of 6 substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder/Contractor

- (1) The Bidder/Contractor commits itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
1. The Bidder/Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 2. The Bidder/Contractor will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, Subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
 3. The Bidder/Contractor will not commit any offence under the relevant Anticorruption Laws of India; further the Bidder/Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 4. The Bidder/Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Bidder/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 - Disqualification from tender process and exclusion from future Contracts

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

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1. If the Bidder/Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressions within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.
 2. The Bidder accepts and undertakes to respect and uphold the Principal's Absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
 3. If the Bidder/Contractor can prove that he has restored/recouped the Damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.
1. A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.

Section 4 - Compensation for Damages

1. If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to 3 % of the value of the offer or the amount equivalent to Earnest Money Deposit/Bid Security, whichever is higher.
2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.
3. The bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder/Contractor can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount or the liquidated damages, the Bidder/Contractor shall compensate the Principal only to the extent of the damage in the amount proved.

Company

Contractor

Section 5 - Previous transgression

1. The Bidder declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the TI approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

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

1. The Bidder/Contractor undertakes to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
2. The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractors.
3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

**Section 7 - Criminal charges against violating Bidders/Contractors/
Subcontractors**

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor, which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

**Section 8 - External Independent Monitor/Monitors
(three in number depending on the size of the contract)
(to be decided by the Chairperson of the Principal)**

1. The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.

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3. The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality.
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
6. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.
7. If the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
8. The word 'Monitor' would include both singular and plural.

Company

Contractor

Section 9 - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the respective contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by Chairperson of the Principal.

Section 10 - Other provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. If the Contractor is a partnership or a consortium, this agreement must be, signed by all partners or consortium members.
4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

For the Principal

For the Bidder/Contractor

Place. Duliajan.

Witness 1 :

Date . . .

Witness 2 :

STATEMENT OF NON-COMPLIANCE (IF ANY)

(Only exceptions/deviations to be rendered)

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

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

Signature of Bidder: _____

Name: _____

NOTE:

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

LETTER OF AUTHORITY FOR ATTENDING BID OPENING

TO
HEAD (CONTRACTS)
OIL INDIA LIMITED
P.O. Duliajan - 786 602
Assam, India

Sir,

Sub: OIL's IFB No. CDI3330P15

I / We _____ confirm that Mr. _____ (Name and address) as authorised to represent us during bid opening on our behalf with you against IFB Invitation No. **CDI3330P15** for hiring of services for Pneumatic Baryte Loading facility.

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

Yours Faithfully,

Authorised Person's Signature: _____

Name: _____

Signature of Bidder: _____

Name: _____

Date: _____

**FORMAT OF BID SECURITY (BANK GUARANTEE)
OR ANY OTHER FORMAT ACCEPTABLE TO OIL**

To:
M/s. OIL INDIA LIMITED
For Head (Contracts)
Duliajan, Assam, India, Pin - 786 602.

WHEREAS, (Name of Bidder) _____ (hereinafter called "the Bidder") has submitted their offer Dated _____ for the provision of Hiring services for Pneumatic Baryte Loading facility (hereinafter called "the Bid") against OIL INDIA LIMITED, Duliajan, Assam, India (hereinafter called the Company)'s **IFB No. CDI3330P15.**

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 their Bid during the period of Bid validity specified by the Bidder; or
(2) If the Bidder, having been notified of acceptance of their Bid by the Company during the period of Bid validity:

- (a) Fails or refuses to execute the form of agreement in accordance with the Instructions to Bidders; or
- (b) Fails or refuses to furnish the Performance Security in accordance with the Instructions to Bidders;

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

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

SIGNATURE AND SEAL OF THE GUARANTORS _____

Name of Bank & Address _____

Witness _____ Address _____

(Signature, Name and Address)

Date: _____ Place: _____

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

** Date of expiry of Bank Guarantee should be minimum 210 days from the date of opening of Technical Bid i.e minimum up to **05.01.2015.**

**DETAILS OF CONTRACTS EXECUTED BY THE BIDDER FOR BULK HANDLING OF
CHEMICALS FOR DRILLING WELLS**

Sl. No.	Client Contact Details	Contract No. & Date	Duration of Contract	Scope of work	Documents Provided in Bid (*)

Note: Bidder should submit copy of relevant portion of the Contract containing "Client Name, Contractor Name, Contract No & date, scope of work etc. Bidder must provide contact address including phone no, fax no., e-mail etc. for correspondence.

Authorized Person's Signature: _____

Name: _____

Seal of the Bidder:

PROFORMA FOR UNDERTAKING FORM
CONTRACTOR'S PERSONNEL

I _____ S/o _____
_____ R/o _____
with M/s. _____ have been
deployed _____ w.e.f.
_____ in OIL's operation by my employer M/S

I hereby voluntarily undertake that I will not claim employment or any service benefit available to employees of OIL by virtue of such deployment.

I am employee of _____ for all practical purposes and there is no Privity of Contract between me and OIL.

Signature

DULIAJAN:

WITNESS:

1.0 NAME:

DESIGNATION:

DATE:

2.0 NAME:

DESIGNATION:

DATE:

BIO-DATA AND EXPERIENCE OF PERSONNEL

Name	Offered against Post	Academic Qualification	Technical Qualification	Experience Criteria					
				Year	From Date	To Date	Name of Organization / Client	No. of days worked	Worked as

JOB EXPERIENCE RESUME:

- Note:**
- i) Job experience resume to be attached .
 - ii) To attach all supplementary documents.

----- Signature of the bidder