

OIL INDIA LIMITED
(A Govt. of India Enterprise)
Contracts Department,
Duliajan, DISTRICT: DIBRUGARH
ASSAM, PIN: 786602

M/s.
India

TENDER NOTICE NO.: DCO5618P10/BD

Date: 27.10.2009

OIL INDIA LIMITED invites SEALED TENDERS from experienced and approved Contractors/Firms for the under mentioned work:

DESCRIPTION OF WORK/ SERVICE.	LOCATION	CONTRACT PERIOD	i)Bid Closing/ Opening date ii)Earnest money deposit
HIRING OF MAN MANAGEMENT SERVICES FOR DRILLING WATER DISPOSAL WELLS FOR A PERIOD OF 2 YEARS (extendable by one year)	ASSAM/ ARUNACHAL PRADESH	2 (Two) Years	01.12.2009 47,000.00 (RUPEES FORTY-SEVE N THOUSAND ONLY)

- a) Earnest money deposited/Not deposited vide D.Draft/B.Cheque/Money Receipt
No. _____ dated _____ of _____
- b) Security Deposit will be Non-interest bearing 2.1/2% of the total contract price.
- c) Conditional/Non Conditional offer as per letter attached.

2.0 SEALED ENVELOPES Containing the Tender shall be marked with the above Tender Number and description of work and addressed to the

Head-Contracts
OIL INDIA LIMITED
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Contracts Department,
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All tenderers shall deposit the requisite EARNEST MONEY alongwith the Tender in the form of Demand Draft/Banker's Cheque/Bank Gurantee in favour of M/s Oil India Limited and payable at DULIAJAN. This Earnest Money shall be refunded to all unsuccessfull tenderers, but is liable to be forfeited in full or part, at Company's discretion , as per Clause No. 6 below. Tenders received without Earnest Money in the manner specified above will be summarily rejected.

3.0 Tenders will be received upto 12:45 PM (IST) on the date as mentioned above and opened on the same day at 01:00 PM (IST) at Head-Contracts's office before any attending tenderers.Tender box is placed at the office of Head(Contracts). However, if the above mentioned closing / opening day of the tender happens to be non-working day due to Bundh / Strike or any other reason,the tenders will be received and opened on the following working day at the same time except on Saturdays.

4.0 The rates shall be quoted per unit as specified in the Schedule of Work (Part II) and shall be in words as well as in figures. No overwriting shall be allowed, but all corrections may be inserted in the blank space above the corrected word / figure and must be initialed. In case of discrepancy the unit rate quoted in words shall be considered to be correct.

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

6.0 (a) No Tenderer must withdraw the tender after its public opening. Any such withdrawal will make the tenderer liable of forfeit his/her/their Earnest Money in full and debarred from further tendering 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 tender must be valid for 180 (One hundred & eighty) days from the date of opening of the tender.

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

9.0 Tenders can be dropped at the box placed at the office of Contract Department or can be sent by registered post addressed to

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so as to reach his office before scheduled closing date and time. Company will not be responsible for any postal delay or non-receipt of the same.

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

11.0 The bidders are required to furnish the composition and status of ownership of the firm in whose name tender 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.

01. In case of Sole Proprietorship Firm-Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return 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.

02. In case of HUF-Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return, 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.

03. In case of Partnership Firm-Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return 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.

04. In case of Co-Operative Societies-Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return 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.

05. In case of Societies registered under the Societies Registration Act -Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return 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.

06. In case of Joint Stock Companies registered under the Indian Companies Act -Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return 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.

07. In case of Trusts registered under the Indian Trust Act - Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return 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.

12.0 The selected tenderer will be required to enter into a formal contract, which will be based on their tender i.e O.I.L's Standard Form of Contract.

13.0 The successful tenderer shall furnish a Security Deposit in the form of Demand Draft / Banker's Cheque / Cash as specified above before signing the formal contract. The 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.

14.0 The amount of retention money shall be released after 6 (six) months from the date of completion certificate from the concerned department.

15.0 The work shall have to be started within seven days from the date of work order.

16.0 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.

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

SR. MANAGER CONTRACTS
For HEAD-CONTRACTS

OIL INDIA LIMITED
 (A Govt. of India Enterprise)
 Contracts Department,
 Duliajan, DISTRICT: DIBRUGARH
 ASSAM, PIN: 786602

WORKS CONTRACT

DCO5618P10/BD

DESCRIPTION OF WORK/SERVICE :-

HIRING OF MAN MANAGEMENT SERVICES
 FOR DRILLING WATER DISPOSAL WELLS
 FOR A PERIOD OF 2 YEARS
 (extendable by one year)

PART -I CONDITIONS OF CONTRACT

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 upto the required standard set forth in the OIL Standard Specifications which have been perused and fully understood by the Contractor.

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. The rates to be applied for such Deviation Order shall be the same for those appearing in Company's Schedule of Rate in force on the date of issue of such Deviation Order, to which the contractor has no objection.

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 upto 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 thereunder.
- 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 Contractor must complete the work within 104 weeks of the written order to commence work. 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 15% (fifteen p.c) 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 15% (fifteen percent) 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 event taking shape or form at any place of the Company's works or and its neighbourhood.

10. The tendered all-inclusive Price (i.e. the Contract price) is Rs. _____ (Rupees _____ only.) but the Company shall pay the Contractor 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 oftener than monthly, upto the amount of 90% (ninty percent) 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. Wages shall be paid by the Contractor to the workmen directly without any intervention of any Jamadars or Thekadars and that the Contractor shall ensure that no amount by way of commission or otherwise be deducted/ recovered by the Jamadar from the wages of the workmen.

13. 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.

14. 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.

15. 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.

16. 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.

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

18. The Contractor shall not engage minor labour below 18(eighteen) years of age under any circumstances.

19. The Contractor and his/her workmen shall strictly observe the rules and regulations as per Mines Act. (latest editions).

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. LB 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)."

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)

(Full Name of Signatory)

----- by the hand

of -----
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
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Contracts Department,
Duliajan, DISTRICT: DIBRUGARH
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WORKS CONTRACT

Tender No. DCO5618P10/BD

Part II - Schedule of Work, Unit, Quantities, Rates and Prices.

Service Line No.	Description of Work	Unit in Words	Quantity	Rate per Unit (Figures & Words)	Amount
10	Mobilisation Charge for personnel, M	Lumpsum	1.000		
20	Rig Operation Days (OP)	Days	418.000		
30	Inter Location Movement (ILM)	Days	312.000		
40	De-Mobilisation Charge for personnel, D	Lumpsum	1.000		
50	Base camp transfer to Moran, (BCA)	Lumpsum	2.000		
60	B/camp transfer toArunachal Pradesh, BCB	Lumpsum	1.000		
				Total Amount(Rs):	

Note :- Bidder must include all liabilities including statutory liabilities in their quoted rates.

OIL INDIA LIMITED
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WORKS CONTRACT

Particular Specifications and Instructions

Tender No.: DCO5618P10/BD

SECTION III

GENERAL CONDITIONS OF CONTRACT

1.0 COMMENCEMENT OF WORK

1.1 The contract shall commence from the date the contract is awarded and shall take charge of the management of the operation of the drilling unit as per the contract with the objective to operate continuously till the completion of the obligations as set out hereof. Provided in case of delay in mobilization by the Contractor, the contract shall commence from the commencement date defined in Clause 3.1 (f) hereof.

2.0 DURATION OF CONTRACT

2.1 The contract shall be valid for a period of 2 (two) years from the date of commencement as per para 1.1 unless extended or terminated prematurely. At the end of the normal contract period i.e. 2 (two) years, the contract period may be extended for a further period of 1 (one) year at the same rates and terms and conditions as set out in the agreement.

2.2 At the end of the normal contract period or extended contract period, if the assigned well is still incomplete, the contract may be extended at the same rates and terms and conditions as set out in the agreement till completion of the well at the sole discretion of the company.

3.0 DEFINITIONS

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

a) The 'Contract' means agreement entered into between company and contractor, as recorded in the contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

b) The 'Contract price' means the price payable to contractor under the contract for the full and proper performances of its contractual obligations :

c) 'The work' means each and every activity required for the successful performance of the services described in the tender document and under guideline of Section - III as set out hereof.

d) 'Company' means Oil India Limited (OIL) and its executors, successors, administrators and assignees.

e) 'Contractor' means the individual or firm or body incorporated performing the work under this contract.

f) 'Commencement Date' means the date in which the first well/drilling rig under this contract taken charge of by the Contractor (applicable in case of delay in mobilisation only, otherwise as per Clause 1.1).

- g) 'Site' means the location (s) where the services are to be carried out, duly approved by the company for the purpose of the contract together with any other places designated in the contract as forming part of the site.
- h) 'Contractor's Representative' means such person or persons duly appointed by the Contractor thereof at site to act on contractor's behalf and notified in writing to the company.
- i) 'Day' means a calendar day of twenty four consecutive hours beginning at 6.00 hrs and ending at 6.00 hrs on the next day.
- j) 'Approval' as it relates to company, means written approval.
- k) 'Facility' means and includes all property of company owned or hired, to be made available for services under this contract described in Section-III which is or will be a part of the company.
- l) 'Company's Base' means Duliajan/or subsequently changed place from where the equipment, spares, consumables etc. will be supplied/transported to the well site (location).
- m) '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.
- n) 'Mobilisation' means the deployment of specified personnel as per Company's requirement under this contract for drilling operations. Payment for mobilisation will be made to the Contractor upon commencement of operation at the first well assigned to the Contractor.
- o) 'Base camp' means the camp / hired Accommodation where the Contractor's personnel shall reside for carrying out the operations. OIL shall not assume any responsibility towards selection of land, operation, maintenance etc. of camp/Accommodation.
- p) 'ILM' means inter location movement, the event that starts from the time rig down of mast to spud the next well.
- q) 'Rig up' means, receiving of materials in new location and unloading of the same, placement / alignment of all tanks. Placement of PCR and all pumps & their hooking up, substructures, fixing and rigging up of mast after necessary arrangements. Rig up Company's sub-structure, mast at the present location and to make the rig ready for spud in the well after drilling mouse hole & rate hole.
- r) 'Rig down' (means after completion of drilling in a present location and making arrangement) for rigging down of Mast, all Pumps, Tankages, all lines, Power packs, PCR, Sub-structure, and make ready to move to next location along with all other fittings, tubular and accessories. The loading of Rig Package on transport fleet provided by the company.
- s) 'Spud' means start of drilling operation after completion of ILM and rig up in a particular location.
- t) 'Break down maintenance' will be defined as the break down of any rig equipment, for which operation will be shut down and repairing of such break down that can be attended at site.
- u) 'Preventive Maintenance' is defined as the lubrication and routine check-up jobs for rig equipment (for which periodic maintenance inspection sheets for machinery and equipment will be provided by the company). This period includes the greasing the draw works, swivel and other rotating parts of the rig without any operational shut down.
- v) 'De-Mobilisation' means de-hire of the contractor's personnel after completion of contract period. Payment for demobilisation will be made to the Contractor upon completion of operation at the last well assigned to the Contractor, duly certified by Company's representative.

4.0 PAYMENT & INVOICING PROCEDURE

4.1 Company shall pay to contractor, during the term of the contract, the amount due calculated according to the rates of payment set and in accordance with other provisions hereof. No. other payments shall be due from company unless specifically provided for in this contract. All payments will be made in accordance with the terms hereinafter described.

4.2 For drill site change Contractor will raise invoice after completion of one full operation of the activity.

4.3 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 delivery to Contractor written notice of objection to any item or items the validity of which company questions.

4.4 Contractor shall raise invoice for the lump sum mobilisation charges when the entire equipment and personnel are ready at respective sites for starting the job.

4.5 For all charges except Mobilisation. i.e. for charges during operating period, invoices will be raised daily and the contractor shall obtain a certificate from company representative accounting the operation for 24 hrs. (1 day) These will be combined for a calendar month and a separate invoice shall be presented to Drilling Department based on these daily certificates, for payment.

4.6 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.

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

4.8 Price quoted by the contractor shall be held firm during the performance of the contract and not subject to variation on any account whatsoever.

4.9 All payments made by the company to the contractor hereunder shall be made to the contractor by an A/C. Payee cheque. Bank charges, if any, will be on account of the Contractor.

4.10 The contractor shall submit six sets of invoices to the company on the day following the end of each month for all work done during the month.

4.11 The contractor will submit six sets of all invoices to the company for processing payment. Similarly invoices shall be submitted for any additional claim payable under the contract.

4.12 The company shall endeavour to pay monthly invoices, if undisputed, within 45 days following the date of receipt of invoice by the company.

4.13 The company shall within 30 days of receipt of the invoice notify contractor of any item under dispute, specifying the reasons thereof and payment of the disputed amount may be withheld until settlement of the dispute, but payment shall be made of any undisputed portion within 45 days from the date of receipt of the invoice. This will not prejudice the Company's right to question the validity of the payment at a later date as envisaged in clause 4.3 above.

4.14 The acceptance by the contractor of part payment shall not be deemed a waiver of the contractor's rights in respect of any other billing, the payment of which may then or thereafter be due.

4.15 Payment of mobilisation charges shall be made on receipt of undisputed invoices by the company and after submission of performance security.

4.16 Payment of final bill shall be made upon contractor's satisfactory compliance with the provisions of the contract and also subject to return of machineries and unused materials in satisfactory condition which were loaned by the company.

4.17 Advance payment - Request for advance payment shall not be normally considered. Depending on the merit at the discretion of the company, advance may be given at an interest rate of 1% above the prevailing Bank rate (CC rate) from the date of payment of the advance till recovery / refund / adjustment. 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. Bank guarantee shall be valid for 2 months more than the schedule completion period of the particular operation as per the contract.

5.0 MOBILIZATION/ DEMOBILIZATION

5.1 Mobilization

Contractor shall mobilize their personnel at the first designated well site within 30 (thirty) days from the date of signing contract. Mobilization notice shall be issued, indicating location of well after issuance of LOI/LOA. However, work order shall be issued by operating department to start operation indicating actual date of start work on fulfilling prerequisite for mobilization. The mobilization rate shall be payable when all the contractor personnel are mobilized at operating base and start operation at designated well site. Company representative shall certify compliance all prerequisite before payment.

5.2 Demobilization:

Contractor shall demobilize their personnel after completion of operation at the last well assigned to the Contractor, after receiving demobilization notice.

6.0 SCOPE OF WORK:

The contractor shall provide man-management services for medium duty Workover Rig to be provided by company (OIL) to carry out drilling shallow wells for disposal of associated formation water produced along with crude oil or any other purpose in Assam & Arunachal Pradesh. The depths of these wells are around 1500 m and contractor shall undertake drilling under supervision of the company.

The contractor shall also be responsible for all other associated work/ services with the rig operation, like rig up/ rig down mast; dismantling/assembling of mud tanks/water tanks and fittings/pumps and engines/ rig electrical wiring, restoration of power and water supply and mud services.

Contractor shall carryout routine and preventive/break down maintenance of the rig and rig equipment.

Contractor shall have to arrange security arrangement at well site including erection and dismantling of security fencing. Erection of all temporary shades and plinth maintenance during drilling of the well is also contractor's responsibility.

Contractor shall carry out all other work not spelled out in above paragraphs but relevant to drilling /testing and completion of the well.

7.0 DETAILS OF MAN POWER

7.1 List of Key personnel

No. Key personnel's designation Number in pay role/shift Number at location Working hours

1 Tool-Pusher/Rig-in-Charge 2 1 On call 24 Hrs.
 2 Driller 4 1 Per 12 Hrs.
 3 Asst. Driller 4 1 Per 12 Hrs.
 4 Top Man 8 2 Per 12 Hrs.
 5 Rig Man 16 4 Per 12 Hrs.
 6 Rig Electrician 4 1 Per 12 Hrs.
 7 Mechanic (ICE) 4 1 Per 12 Hrs.
 8 Mechanic (Pump) 4 1 Per 12 Hrs.
 9 Mud Attendant 4 1 Per 12 Hrs.
 10 Welder 2 1 On call 24 Hrs.
 11 Crane Operator 2 1 On call 24 Hrs.
 Total 54 15

7.2 Unskilled personnel

Total 6 (six) additional unskilled personnel per 12 hours shift shall be provided by contractor to carry out assorted jobs as helper to key personnel.

7.3 Detailed Experience and Qualification of manpower:

No Key personnel Qualification & relevant experience Knowledge

1 Tool-Pusher BE/B Tech with 5 years experience including one year as DIC i) Should conversant of drilling with Heavy/Medium duty workover rig.

ii) Should have knowledge of repair and maintenance of Drawworks/Pumps.

iii) Should be conversant with mud chemicals/maintenance of mud properties.

iv) Should have knowledge of BOP and its operation.

B.Sc/Diploma in Engg. with 6 years experience including one year as DIC

SSC/PU/HS with 12 years experience including one year as DIC

2 Driller B.Sc /Diploma in Engg. with 5 years experience including one year as driller i) Should conversant of drilling with Heavy/Medium duty workover rig.

ii) Should have knowledge of repair and maintenance of Drawworks/Pumps.

iii) Should be conversant with mud chemicals/maintenance of mud properties.

iv) Should have knowledge of BOP and its operation.

SSC/PU/HS with 8 years experience including one year as driller

3 Asst. Driller SSC/PU/HS with 4/5 year experience including one year as Asst. Driller. i) Should conversant of drilling with Heavy/Medium duty workover rig.

ii) Should be capable to handle brake in all operation of the well

iii) Should be conversant with Drawworks and Pump operation and maintenance

4 Top Man SSC/HS/PU with 4/5 years experience including one year as Top Man i) Should be capable of working at double board in workover rig

ii) Should be able to read pump pressure and count pump stroke

Read up to class VIII with 6 years experience including one year as Top Man

5 Rig Man/Floor Man SSC/HS/PU with 3 years experience including one year as Rig Man Should be capable working in derrick floor in workover rig

Read up to class VIII with 6 years experience including one year as Rig Man

6 Mechanic ICE B.Sc/Diploma in Engg. with one year experience as Mechanic-ICE in workover rig/drilling rig Should have sufficient knowledge of operation/repair/ maintenance of rig and its components such as engines ,air

compressor torque converter etc.

SSC/PU/HS/ITI with 3 years experience as Mechanic-ICE in workover/drilling rig

7 Mechanic Pump B.Sc/Diploma in Engg. with one year experience as Mechanic-Pump workover rig/drilling rig Should have knowledge of operation/maintenance and servicing of centrifugal pumps, reciprocating pumps and solid control equipments.

SSC/PU/HS/ITI with 3 years experience as Mechanic-Pump in workover/drilling rig

8 Rig Electrician 3 years full time government recognised Diploma course in Elect. Engg. with 2 years experience as Rig Electrician. He must possess valid electrical work man permit (part-I and-II) issued by Assam State Electrical Licensing Board.

1) Should have knowledge on use of tools and instrument such as multimeter, insulation tester, earth resistance tester, clip-on-meter etc.

2) Should have the knowledge and capable of working on DOL / Star-delta starters, earth leakage relay, circuit breakers, change over switch, FLP double compression glanding, cable terminations etc.

3) Should be able to read electrical circuits, communicate/detect and rectify faults.

4) The Rig Electrician shall have knowledge on hazardous area classification and be guided by the statutory requirements and directives of DGMS, OISD, OMR, IE rules, BIS standards etc. in drilling mines.

2 years full time government recognised ITI course in Elect. discipline. with 3 years experience as Rig Electrician.

He must possess valid electrical work man permit (part-I and-II) issued by Assam State Electrical Licensing Board.

9 Welder Certificate of welding trade from any recognized institute of state (one-year course) Should have adequate experience in working in wells and must be conversant of wellhead accessories.

10 Mud Attendant SSC/HS/PU with Chemistry as subject from recognized university and 4 years work experience. Experience of handling various kinds of mud in Drilling/Workover wells and other related activities.

11 Heavy Crane Operator Possesses license for driving heavy motor vehicle and 2 years experience of operating heavy crane. Should be capable of operating heavy crane/pipe layer/road roller in drilling/workover wells.

- The experiences & qualifications are not exhaustive; however company may reject or accept a person without assigning any reason.

- Emphasis for selection shall be on the job performance & output. At the company's own discretion, may accept a person relatively under qualified & less experience based on his performance and output.

8.0 JOB DESCRIPTION

8.1 Tool Pusher:

Tool Pusher must possess leadership quality to motivate the team for excellent performance and output and responsible for 24 hours operation of the rig. He shall be the co-ordinator of contractor with the company, also between various department of the company, for acquiring consumables and spares as required for the rig, well in time, to avoid down time. He shall be the competent person from drilling to handle independently any down hole and well control problem and shall be responsible for maintenance and repair all the equipment related to the rig. All break down, well killing, down hole problems, critical operation and routine maintenance work shall be carried out under his direct supervision from the well site. Critical operations shall be identified by Company representative. He shall visit well site every day and reasonable time be spent at well site to execute/oversee the jobs assigned to him. The DPRs collected from well site shall be handed over to Company representative in the preceding day after preparing the time analysis for the day.

He shall receive instruction from Company representative daily/shift basis and ensure operation as per order and well policy or GTO.

Safety of man and equipment shall be his responsibility. Also, to ensure compliance of all safety rules/regulation in rig and maintain record keeping/documentation in this regard as instructed by company representative.

Short fall of contractor's manpower due to leave and sick shall be arranged with suitable replacement in reasonable time and shall try to resolve local problem amicably at well site itself without hampering progress.

Use of proper personal protective equipment while at work shall be mandatory for him. He shall ensure that all persons working in the rig use proper personal protective equipment and debar those who disobey the rules. Consumption of alcoholic beverage at work place or working in inebriate condition and unruly behaviour with co-worker shall be strictly avoided.

8.2 Driller:

Driller shall be responsible for operation of the shift. Shall operate brake and handle Drawworks/pumps etc. during drilling/ round trips/lowering casings in and during any critical well operation where better control is required. Rig up/rig down of mast shall be carried out by him in presence of Tool pusher. He shall keep abreast himself with each and every operation happening around derrick floor and within the well site for issuing cold and hot work permit. He shall communicate regularly the happening at well site to Tool pusher and Company representative as instructed. He shall ensure periodic function test of BOP and detect early indication of well kick and take appropriate actions immediately to contain impending blow out. He shall carry out BOP drill/Tool box meeting regularly and Job safety analysis before start of any critical operation and proper record be maintained. DPR shall be written indicating time break up for each operation and regularly be sent to company through Tool pusher every day. Detailed tally of tubular and dimensional sketch of tools lowered in hole shall be done by him without fail. He shall receive instruction from Company representative daily/shift basis and ensure operation as per order and well policy or GTO.

All down hole and surface problem in drilling operation shall be promptly detected and remedial measure be taken immediately as per best drilling practices.

The preventive maintenance of drilling equipment and other accessories of the rig shall be carried out as per check list provided by Company representative.

During ILM he shall carry out dismantling of all the equipments with the of other crew member as per procedure and it is necessary to place equipment of rig at specific place precisely during rig up, the rig lay out drawing shall be understood properly and placement be done without double handling.

He shall identify all the size of tubular and API connections. Preserving clean/tidy environment of well site with better house keeping shall be driller's responsibility. Use of proper personal protective equipment while at work shall be mandatory for him.

He shall ensure that all persons working in the rig use proper personal protective equipment and debar those who disobey the rules. Consumption of alcoholic beverage at work place or working in inebriate condition and unruly behaviour with co-worker shall be strictly avoided.

8.3 Assistant Driller:

Assistant Driller shall operate brake and handle Drawworks/pumps etc. for any operation of the rig as instructed by Driller. If the Driller is not in derrick floor and any abnormality in down hole or surface is noticed while operating brake, he must bring the same to notice of Driller immediately or may take remedial measure as deem fit without causing damage to hole and equipment. He shall ensure rig pumps are lined up correctly before start of drilling and all solid control equipment are in working condition including repair/ maintenance of same. Shall check physically pump strokes and pressure regularly and record shall be maintained to detect wash out/plug nozzle etc. He may work in double board occasionally if necessary to relief assigned Top Man. He shall identify all the size of tubular and API connections. Use of proper personal protective equipment while at work shall be mandatory for

him and must possess valid MVT certificate and knowledge of fire fighting at well site. Consumption of alcoholic beverage at work place or working in inebriate condition and unruly behaviour with co-worker shall be strictly avoided.

8.4 Top Man:

Top Man shall work mainly in double board of the rig for latching/unlatching elevator and racking of tubular during round trip and any other works need to be carried out at any height of the mast. He shall alert Driller for any imperfection noticed on mast for which he shall physically check the mast and crown every day. Greasing of crown and function test of top man escape device shall be his responsibility. Racking of tubular properly on the rack with the help of crane including cleaning/measuring/flushing with water and rejecting damaged joints shall be his responsibility. Rigging up of BOP/wellhead and tightening of same shall be done by him with the help of other crew. Consumption of alcoholic beverage at work place or working in inebriate condition and unruly behaviour with co-worker shall be strictly avoided.

Use of proper personal protective equipment while at work shall be mandatory for him and must possess valid MVT certificate knowledge of fire fighting at well site.

8.5 Rig Man:

Rig Man shall work mainly on derrick floor to help Driller/ Assistant driller during round trip and drilling by handling rig tongs and slip. Operation of winch and cathead for spinning and lifting equipment shall be his responsibility. Cleaning up derrick floor/ Drawworks and any associated equipment of the rig shall be carried by Rig Man. Use of proper personal protective equipment while at work shall be mandatory for him and must possess valid MVT certificate knowledge of fire fighting at well site. Consumption of alcoholic beverage at work place or working in inebriate condition and unruly behaviour with co-worker shall be strictly avoided.

8.6 Rig Electrician:

Rig Electrician shall be responsible for carrying out all the electrical works related to operation of the rig.

1. To provide security lighting in the forward location.

Rig up Jobs: -

1. Erection of electric poles for fixing up of light fittings and to support overhead cables.
2. Burying of electrodes for earthing of PCRs, Gen-sets, Crew huts, motors, light fittings, shades, mast etc.
3. Overhead cable stringing.
4. Power up of ACPCR & Crew hut from Gen-set.
5. Motor connection.
6. Commissioning of area lighting, mast & shed lighting.
7. Earth resistance measurement and record the same.
8. Measurement & record of insulation resistance of all electrical items (e.g. Generators, Motors, Cables etc.).
9. Testing of earth leakage relays and records the same.
10. Installation & commissioning of new / additional electrical equipments / gadgets

Operational Jobs: -

1. To carryout shift duty.
2. To attend and rectify electrical faults in generators, motors and lighting circuits.
3. House keeping of generator house, electrical crew hut and AC-PCR.
4. Details of checking to be carried out in each shift:

- i. Abnormal heating of plugs/sockets/terminal box/junction box etc.
- ii. Abnormal vibration, overheating, and bearing noise of all rotating electrical machines.
- iii. Tools, instruments and spares.
- iv. General checking of electrical equipments.
- v. Connection, testing of new electrical equipments / additional electrical gadgets

Rig down Jobs: -

1. Disconnection of generators, motors, light fittings.
2. Dismantling of electrodes, electric poles, cables, earthing system etc.
3. Box up of cables, electrodes, small motors, and light fittings etc. for safe transfer to the next location.

Routine maintenance & statutory duties, responsibilities: -

1. Rig Electricians shall have to carry out routine day to day maintenance and measure & record the flange gaps of the FLP equipments (motor terminal boxes, starters etc.)
2. Rig Electricians shall have to test and record the ELCBs periodically.
3. Shall discharged the duties and responsibilities of a competent person (Electrical discipline) as specified by IE Rule, OMR, DGMS and OISD guide line.

Note:

Rig Electricians shall have to carry out any additional jobs which may arise due to operational / maintenance necessities and have not have been mentioned or specified in the contract. Consumption of alcoholic beverage at work place or working in inebriate condition and unruly behaviour with co-worker shall be strictly avoided. Use of proper personal protective equipment while at work shall be mandatory for him and must posses valid MVT certificate and knowledge of fire fighting at well site.

General Requirement: -

- Application seeking approval shall have to be submitted by the contractor at least one month ahead of proposed date of deployment.
- Application shall be submitted to Head (Drilling) / Head (Contract) which shall be scrutinized by Electrical Department and necessary assessment shall be carried out by Electrical Department to enable OIL (Head-Drilling) to give necessary approval.
- The following documents shall have to be submitted along with the letter seeking approval.
 - * Copy of pass certificate of diploma course attested by gazetted officers (original to be produced on demand)
 - * Copy of ITI passed certificate attested by gazetted officers (original to be produced on demand)
 - * Copy of workman permit (original to be produced on demand)
 - * Copy of Experience certificates along with the following information to be furnished pertaining to the candidate's experience :
 - Contract reference
 - Period of contract
 - Operational area of contract
 - Organization worked for
- During the running of the contract, if any of the Rig Electrician is to be replaced; the incumbent Rig-Electrician must be an approved one under the said contract or must get approved fulfilling all the above criteria.
- As soon as the term or period of the contract finishes/expires, accordingly the approval of personnel will get expired/terminated.
- Date and time of Rig Electrician leaving the work site and the OIL approved reliever reporting the site must be reported to OIL's Electrical Engineer in charge in writing one day ahead.
- Rig Electrician may be discharged of his duties or his job may be terminated under the following circumstances :

- # not following safety guidelines
- # if found incompetent in carrying out electrical jobs
- # if found disobedient / indiscipline

8.7 Mechanic (ICE):

Mechanic (ICE) shall be responsible for operation, preventive maintenance and repair of all engines connected to rig as per instruction of Company representative (Drilling - TS). Preventive maintenance shall be carried out as per check list provide by Company representative (Drilling - TS) and proper record shall be maintained. He shall maintain record of running hours for periodic maintenance of engines and log sheets for engine performance monitoring. Use of proper personal protective equipment while at work shall be mandatory for him and must posses valid MVT certificate knowledge of fire fighting at well site. Consumption of alcoholic beverage at work place or working in inebriate condition and unruly behaviour with co-worker shall be strictly avoided.

8.8 Mechanic (Pump):

Mechanic (Pump) shall be responsible for operation, maintenance and repair of all the reciprocating and centrifugal pumps connected to the rig including all the solid control equipment. Preventive maintenance shall be carried out as per check list provide by Company representative (Drilling - TS) and proper record shall be maintained. He shall maintain record of running hours for periodic maintenance of pumps and log sheets for engine performance monitoring. Use of proper personal protective equipment while at work shall be mandatory for him and must posses valid MVT certificate knowledge of fire fighting at well site. Consumption of alcoholic beverage at work place or working in inebriate condition and unruly behaviour with co-worker shall be strictly avoided.

8.9 Mud Attendant:

Mud Attendant shall maintain mud parameters as per mud policy and instruction of Company's Chemist. He shall monitor important parameters like Density & M/F viscosity every hour both ingoing and out coming drilling/WO fluid and also ensure chemical treatment for proper maintenance of mud parameters. He shall critically observe mud loss/gain and indication gas cut mud and any unusual change in mud properties while at well site and shall take corrective measures in consultation with Driller and Company representative (Chemical). Keeping adequate volume of useable mud/WO fluid for the well operation shall be his responsibility. Proper record shall be maintained for hole /casing fill up/displacement volume during round trip and lowering casing. Stock maintenance of chemicals at well site and indicating requirement in 2/3 days in advance to Company representative (Chemical) shall be strictly followed. Circulation test shall be taken and recorded as per instruction. LCM pills, Spotting fluid, heavy mud slug, gauging water & pre flush shall be prepared as per instruction. Measurements of cement slurry density and viscosity shall be done during cementing operation as per policy. Chemical shift report shall be prepared and be submitted regularly to Head Chemical regularly. Any malfunctioning of solid control equipment shall be informed immediately to Driller. Use of proper personal protective equipment while at work shall be mandatory for him and must possess valid MVT certificate knowledge of fire fighting at well site. Consumption of alcoholic beverage at work place or working in inebriate condition and unruly behaviour with co-worker shall be strictly avoided.

8.10 Welder:

Welder shall carryout all the routine welding jobs arising out of well operation as well as for break down of any equipment as per instruction of Driller or his deputy. He must be capable of welding well head and accessories which requires job specific experience and practice. The welding jobs carried out by him shall be of better quality to withstand high pressure. It shall be necessary for him to work up in the mast sometime for repair work. Use of proper personal protective equipment while at work shall be mandatory for him and must posses valid MVT certificate including trade certificate knowledge of fire fighting at well site. Consumption of alcoholic beverage at work place or working in inebriate condition and unruly behaviour with co-worker shall be strictly avoided.

8.11 Crane Operator:

Crane Operator shall carry out all loading unloading of equipment and material as per instruction of Driller or his deputy. He shall have fair knowledge of rig operation and shall be able to place and align equipment/machinery/material even where higher degree of control and accuracy is required. He shall always be mindful for safety of man and material while working. Use of proper personal protective equipment while at work shall be mandatory for him and must possess valid MVT certificate including trade certificate knowledge of fire fighting at well site. Consumption of alcoholic beverage at work place or working in inebriate condition and unruly behaviour with co-worker shall be strictly avoided.

8.12 Unskilled Helper:

Unskilled helper shall assist key personnel (Mud Attendant, Mechanic Pump/ICE, and Electrician) as per assignment fixed by Driller on day to day requirement basis. He shall work as Telephone Attendant/ Office Boy and also in plinth maintenance. Use of proper personal protective equipment while at work shall be mandatory for him and must possess valid MVT certificate. Consumption of alcoholic beverage at work place or working in inebriate condition and unruly behaviour with co-worker shall be strictly avoided.

9.0 APPROVAL OF MANPOWER:

Prior approval of key personnel shall be obtained by contractor from company's representative before engaging at well site. The application for approval must be accompanied by proof of experience, qualification, recent photograph, & undertaking as per ANEXTURE-I

10.0 CREW DEPLOYMENT PATTERN AND WORKING HOURS:

Contractor shall engage crew as per clause 7.1 & 7.2. The working hours for the rig operation shall be round the clock and in two 12 hourly shift. Necessary approval for 12 hours shift shall be obtained by contractor from DDMS, Digboi before start of operation.

11.0 DETAILS OF SERVICE TO BE PROVIDED BY CONTRACTOR:

Contractor shall be engaged for drilling shallow well (around 1500 m) with medium/heavy duty workover rig. The casing policy of such wells is generally 2 stage of casing sizes 9.5/8" and 5½". However, 3 stage casing policy may also be used depending on well design.

Broad guide lines of job involvement on the part of contractor are given below:

- i. Drilling of hole of sizes ranging from 17½" OD to 4.5/8" OD.
- ii. Conventional coring operation as per policy.
- iii. Reaming/hole opening and hole probing.
- iv. Lowering of different sizes of casing from 13.3/8" OD to 4½" OD.
- v. Round tripping with any type of tubular and any down hole tools such as bit, fishing tool, Rotovert and packer etc.
- vi. Well head completion and testing of well head at various stage of drilling including hermetical testing.
- vii. Circulation of drilling and workover fluid in hole.
- viii. Shall have to save drill cuttings and collect/rerecord gas readings as instructed by Company representative.
- ix. Facilitate/help company's cementing crew to carry out cementing job.
- x. Working on stuck pipe as per instruction of Company representative.
- xi. Cut and slip of casing line as per recommended drilling practice.
- xii. Preventive and break down maintenance of rig equipment and ancillaries at well site except major break down for which contractor personnel is not qualified, or cannot maintain or repair, with manpower and tools.
- xiii. To carry out fishing operation using various fishing tools.
- xiv. Breaking and laying down of tubular on completion of well.
- xv. Cleaning out cement /float collar/shoe and milling junk in hole.

- xvi. Facilitate/help company's crew to carry out productivity /injectivity test etc. Such tests and services may include, without limitations, electric logging, drill stem tests, perforation casing, acidizing, well activation operation by Coil Tubing and Nitrogen Pumping, fracturing and acid fracturing.
- xvii. To carry out isolation repair/casing patch job etc.
- xviii. To prepare drilling/ workover fluid and maintain properties as per policy.
- xix. Shall have to check and start rig engines, rig pumps, kill pump and other ancillary pumps and engines and keep them in good operating condition.
- xx. Rig up/rig down mast including centering with respect to rotary table, assembling and disassembling of all rig equipment and ancillaries including piping and electrical connections work required during inter location movement (ILM).
- xxi. To hook up all surface connections related to production testing at well site including rigging up/testing of x-mas tree & its accessories under direct supervisor of Company representative (Production).
- xxii. Installation/connection/commissioning and dismantling of alternator, switch board, motors, light fittings with erection of poles for illumination of area and rig.
- xxiii. In the event of any fire or blowout, shall use all reasonable means at their disposal to protect the well /man/equipment and bring the fire or blow out under control.
- xxiv. Any other services pertaining to oilfield operation shall be carried out by contractor as per instruction of Company's representative.

12.0 DETAILS OF MINOR REPAIR:

- a) Adjustment of friction brakes.
- b) Identify & repair any air supply anomalies or any other fault to Drawworks and Clutches etc, repair/replace/adjust and tightening of various chains, guards and bolts.
- c) Identify fault and repair of rig ancillaries such as engines, pumps, generator etc.
- d) The term minor repair shall be construed as break down repair that can be taken up by contractor independently or in supervision of company's personnel at well site. However, Company's representative as per his conscience & experience shall decide minor or major repair and contractor shall abide by his decision.

13.0 CONSUMABLES, EQUIPMENTS & TOOLS:

All equipments, tools and consumables, pertaining to rig operation, shall be issued by company. However, contractor shall maintain proper record of such items received from the company and shall return unused items to designated place as directed.

14.0 PERSONNEL PROTECTIVE EQUIPMENT (PPE):

PPE and coverall shall be issued regularly to contractor's personnel and a register shall be maintained at well site with endorsement by employee and indicating date of issue/replacement etc. However, company may issue PPE to contractor's employee, should the contractor fails to do so and cost in actual shall be recovered from the contractor because use of PPE is mandatory at well site.

15.0 SAFETY REGULATIONS & LABOUR LAWS:

Contractor shall comply with the provision of all laws including labour laws, rules, regulation and notifications issued there under from time to time. All safety and labour laws enforced by salutatory agencies and by company shall be applicable in the performance of contract and contractor shall abide by these laws.

The designated key person shall work as competent person on behalf of Installation Manager (Company representative) and shall be responsible for compliance of all safety rules and practices. Contractor shall maintain all records pertaining to safety regulation as per instruction of company and shall update regularly for inspection by Mines authority time to time at well site.

16.0 RECORDS, REPORTS & INSPECTION:

Contractor shall, at all time, allow the Company representative to inspect all works performed and witness and check critical operation such as well head testing etc. and measurement made by contractor's personnel. Contractor shall maintain and record accurate time break up of each operation and shall reflect in Drilling Progress Report (DPR). Contractor shall provide Company representatives detail of well report of preceding 24 hours in the morning 7 AM or as desired by Company representatives.

17.0 ACCOMMODATIONS:

Accommodation shall not be provided to contractor personnel by the company at well site. Contractor shall arrange their own accommodation for their crew at base camp in Duliajan or Arunachal Pradesh if necessary. However, two non A/C huts/bunk houses shall be provided at well site for office use by Driller/Tool Pusher and as crew hut.

18.0 DISCIPLINE:

Contractor personnel shall carry out operations hereunder with due diligence and in safe and workman like manner according to good international oilfield practice. They shall maintain strict discipline and good conduct among themselves at work place. Contractor shall be allowed maximum seven (7) days to replace such undisciplined person.

19.0 WARRANTY:

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. Contractor on receipt of written notice from the company shall promptly remedy any defects/deficiencies noticed in the contractor's work.

20.0 CONFIDENTIALITY OF INFORMATION:

All information obtained by contractor in carrying out operations hereunder, including but not limited to, depth, formations penetrated, coring, testing and surveying etc. shall be considered confidential and shall not be divulged by contractor or its employees to any one other than Company's representative.

21.0 SPECIAL SCOPE OF WORK:**21.1 Water management:**

- i) Strict control shall be made for use of water because wastage of water increases discharge to effluent pit may aggravate pollution problem.
- ii) Any leak through valves, glands, pipe joints, hoses etc. shall be contained immediately to avoid wastage.
- iii) Ensure all unavoidable discharges directed to effluent pit through channel.
- iv) Effluent pit line shall be laid up to well plinth by company. However, connecting to well site pump and pumping to nearest dry pit shall be contractor's responsibility. Company's representative shall be informed immediately about leak on the said line during pumping out effluent.

21.2 Effluent/pollution control measure:

- i. Shall ensure and check regularly for any leakage/seepage/ overflow of effluent from the pit to surrounding public

properties.

ii. Notice any imminent breach of effluent bund and wall and shall inform Company representative well in time to take corrective measures.

iii. Contractor shall be solely responsible for any spillage of water/ lubricant/chemical/HSD/LWC etc. used in drilling operation. Contractor shall try to minimize the spillage and if situation arises, the same is to be collected from plinth or effluent pit to dispose at designated place as per instruction of Company's representative.

iv. Spillage of effluents to nearby public properties and attributes to be due to contractor personnel's negligence, the dispute and compensation on this effect to affected people shall be on contractor's account. However, if damages caused are not due to contractor personnel's negligence, the entire responsibility shall be on company.

v. Sound pollution arising out of engines/other equipment used in the rig and any compensation on this effect to affected people shall be Company's responsibility. However, contractor personnel shall try their best to minimize such pollution with the resource available on hand.

21.3 Civil work/ Tube well:

1. Company shall prepare plinth and foundation as per design and drawing of the company.
2. Company shall continue maintenance of plinth throughout operation of the well and make necessary drains to evacuate effluent water/mud to pit.
3. Sinking of tube wells (both deep and shallow) shall be company's responsibility. However, selection of deep tube well point in well plinth shall be Contractor's responsibility.
4. Fixing and grouting of guy posts / false conductor/ pump delivery and manifold etc. shall be Company's responsibility with Company's materials.
5. Erection of shades over Mud pump/ Desander tank/Chemical hopper and barites rack/ PCR etc shall be Company's responsibility with Company's material.
6. Erection security fencing and hut/telephone hut shall be Company's responsibility with company's material.
7. Company shall make two toilets for officers & work persons at well site for the use of Company's & Contractor's personnel.
8. Evacuation and disposal of cuttings from retainer pit and all maintenance work in the plinth shall be Company's responsibility.

21.4 Break up of total 25 stipulated days for completion of one well:

- i. Drilling days from spud to reaching target depth : 15 days
- ii. Days since reaching target to cementing the well: 04 days
- iii. Days since cementation to complete preparation for perforation: 4 days
- iv. Productivity testing: 1 day
- v. Rig down: 1 day

21.5 Transportation

i. Contractor shall collect daily consumables from the company's designated places and transport these to well site by their own transport but limited to capacity of light truck only. Also collect all unused consumables and equipment/tools from well site and hand over same at company's designated places.

ii. All tubular such as casings, tubing, cement, mud chemicals, HSD & LWC and any other equipment/material that Company representative with his conscience and experience decides to transfer by him shall be company's responsibility.

iii. During inter-location movement company shall provide reasonable number of oil field trucks for movement of equipment and materials. Contractor personnel shall plan the sequence of transfer with the consultation of Company representative for effective and speedy rig movement.

iv. Company shall transport their crew by their own vehicle but contractor shall transport their crew by their own means for to and fro to well site.

21.6 Security:

Contractor shall arrange security in all drilling/rig down & rig up wells for Company's materials & equipment. FIR shall be lodged by Contractor's representative for any theft from well site or untoward incident and copy of FIR shall be submitted to Company's representative. Contractor shall be liable to pay damages for lost goods if fails to lodge FIR.

21.7 Additional Manpower:

Company may require additional manpower as stipulated in Annexure II for work exigency time to time and contractor shall be liable to provide same in 7 (seven) days notice.

22.0 SCHEDULE OF RATE:

22.1 Mobilization charges (Lump sum- one time):

The mobilization charges shall be applicable after mobilization of Contractor's personnel at designated site and ready to start rig operation, duly certified by the Company's representative.

22.2 Demobilization charges: (Lump sum- one time):

The demobilization charges shall be applicable after demobilization of contractor's personnel, duly certified by the Company's representative at completion of contract period.

22.3 Day rate for rig operation:

Day rate charges for personnel during operation shall apply upon commencement of rig operation i.e. after spudding in of well and after complete mobilization of personnel as set out in clause 7.1 & 7.2 and shall cease after completion of rigging down mast.

22.4 Inter Location Movement (ILM):

A Inter Location Movement (ILM) rate amount shall be payable to contractor for the period as described hereunder.

The inter-location movement rate will apply from the completion of rigging down mast and when the outfit is ready to move to next location till the time of spudding in of well after the rigging-up mast at the next location. The number of days required for entire period of such operation will be as below for each drilling well under normal circumstances. Company will provide required transport vehicle with crews etc. as required.

Sl. Inter location distance Maximum Allowable Time in days

No.

1. Upto 30 KM	13	
2. Beyond 30 KM for increase of	One extra day will be every 10 KM distance	considered

If the Contractor fails to mobilize the entire fleet of equipment to the next location within the stipulated period for inter-location movement to drilling site and needs extra days beyond the respective stipulated days then the following rate of payment to the contractor shall apply for the extra days taken for completion of the rig movement.

(a) No payment, if the delay is caused by the contractor's negligence beyond the minimum days allowed as aforesaid.

(b) Penalty at the rate of 25% of the ILM rate for each day (24 hrs) or part thereof beyond the maximum days.

22.5 Stand by rate:

Stand by rate shall be applicable at the rate of 75% of applicable day rate for rig operation on following conditions:

Company fails to provide transport services to start ILM or interruption of ILM due to reason beyond control of contractor and waiting on company's equipment/material to continue rig up. The time of reckoning shall be rounded to hours and total working hours per day for ILM shall be considered as one day.

22.6 Compensation for Force Majeure condition:

Force Majeure shall be at the rate of 75% of applicable day rate for rig operation on following status of the well:

During any time when contractor is eligible for Day rate for rig operation or Day rate for inter-location movement (ILM) but operation is suspended under Force Majeure clause of the contract.

22.7 Repair day rate:

Repair day rate shall be at the rate of 75% of applicable day rate for rig operation on following conditions of the well:

i. Repair work carried out due to break down of equipment for reasons not attributed to Contractor's fault for which normal operation is shut down. The time of reckoning shall be from start of break down till resumption of normal operation.

ii. Break down attributed to Contractor's fault for first 48 (fourty eight) hours in a calender month shall be paid normal operating rate and excess of cumulative 48 (forty eight) hours in a calendar month shall be paid under repair day rate. Calculation shall be made on prorated basis for incomplete months. Time break up for preventive and break down shall be certified by Company's representative.

Note: At any point of time only one rate will be applicable.

23.0 INCENTIVE:

23.1 Completion of well before stipulated time:

In case contractor completes the well within 20 days against stipulated period of 25 days, the contractor shall be eligible for bonus payment as incentive depending on following conditions. The time of reckoning for well completion shall be spud of the well to rig down mast in a particular well.

No.	Well completion days	Rate of incentive
1	15 days	50% of total operating day rate of the well
2	16 days	45% of total operating day rate of the well
3	17 days	40% of total operating day rate of the well

- 4 18 days 35% of total operating day rate of the well
- 5 19 days 30% of total operating day rate of the well
- 6 20 days 25% of total operating day rate of the well

23.2 Reward for faster Inter Location Movement:

Contractor shall be paid day rate for rig operation , if ILM is completed in 7 (seven) days time. The time of reckoning shall be rig down mast in a particular well to spud of next well. No other conditions like delay due to any other reasons shall be applicable for eligibility of incentive. However, no other rates shall be applicable during such period.

23.3 Reward for achievement in safety compliance:

Contractor shall be paid additional 5% of total day rate for rig operation in a calendar year for disbursement among Contractor's personnel on fulfilling the following two conditions:

- i. The Man management rig is awarded any safety award by company's recognized organization such as Annual safety week celebration in that particular calendar year.
- ii. The Man management rig is free from serious and fatal accident in that particular calendar year.

23.4 Reward for good maintenance:

Contractor shall be paid additional 5% of total day rate for rig operation in a calendar year for disbursement among contractor's personnel, if the rig under their management can control cumulative maximum break down hours to maximum of 168 hours (7 days) in a year of operation. The time reckoning shall be 12 (twelve) completed months from the date contractor take charge of the rig.

24.0 DEFICIENCY:

24.1 Failure to provide adequate manpower but operation continues:

Prerequisite of adequate manpower of required skill for carrying out operations with due diligence, in safe, workmanlike manner and accordance with accepted international oilfield practices is the essence to this contract. Failure to man the operation with adequate numbers of skilled man power particularly in respect to key personnel as per clause No. 7.1 shall attract damage at the rates given below if company decides to continue operation:

Sl. No. Category of key personnel for whom damage is levied due to absence or failed to provide % of Day rate for rig operation, contractor shall be levied as damage per day

1 Tool Pusher 15%

2 Driller/Asst. Driller 10%

3 Top Man/Rig Man/ Rig Electrician/Mechanic (ICE/Pump)/ Mud Attendant/ Welder/ Crane Operator 7.5%

Note:

- i. The above rate of damage payable to company is for first 5 (five) days of default.
- ii. The rate of damage payable to company shall be doubled for next consecutive 5 (five) days of default.
- iii. The rate of damage payable to company shall be 3 (three) times for days exceeding consecutive 10 (ten) days.

24.2 Failure to provide adequate manpower and operation suspends:

Contractor shall be paid zero rates for suspension of operation, additionally 25 (twenty five) % of Day rate of rig operation shall be levied as damage payable to company.

24.3 Failure to provide unskilled personnel as per clause 7.2:

Contractor shall be levied damages of Rs. 200.00 (two hundred only) per person per day for failure to provide unskilled personnel.

24.4 Penalty for time over run:

Damages payable to company in case of time over run in excess to time stipulated as per clause 21.4.

- i. 75 (seventy five) % of Day rate for rig operation shall be paid to contractor if time over run is limited to maximum of 5 (five) days.
- ii. 60 (sixty) % of Day rate for rig operation shall be paid to contractor for time over run exceeding 5 (five) days but limited to total 15 (fifteen) days.
- iii. Other applicable rates shall be calculated on the basis of new Day rate of rig operation.
- iv. Beyond 15 (fifteen) days of time overrun contractor shall be paid nil Day rate of rig operation.
- v. If time overrun occurs due to reason attributed to company or due to Force Majeure situation, the stipulated days of completion shall be extended by equal number of days for calculation of time overrun.

24.5 Penalty for deficiency in performance of contractor's personnel.

Performance of Contractor's personnel as specified in job description (Clause No. 8.0) is the essence of the contract, and as such, deficiency as a whole or part of description shall attract penalty of 2 (two)% of total Day rate of rig operation from the contractor till the time contractor personnel rectify themselves to the satisfaction of Company's representatives.

24.6 Bench mark performance:

75 (seventy five) % of Day rate for rig operation shall be paid to contractor for the period work in following cases:

- i. Contractor fails to resume drilling after hooking up well head and testing within 24 (twenty four) hours after cementing 1st casing. The time of reckoning shall be completion of cementing to start of drilling next stage.
- ii. Contractor fails to complete well preparation work to carry out productivity test within 96 (ninety six) hours from completion of cementing of last casing, including 72 hours waiting on CBL. The time of reckoning shall be time of cement plug bump to completion productivity test.

24.7 Penalty for delay in spudding in the well:

Contractor shall carry out rig down/ILM and rig up in planned manner so as to meet the target of spudding the well as per bench mark set under clause 22.4. Contractor shall pay company penalty 10% of lump sum amount for every day delay if delay is attributed to contractor.

25.0 GENERAL TERMS OF CONTRACT:

25.1 The Contractor shall carry out the operations in drilling wells 7 days a week and 24 hours a day (round the clock) conforming to drilling programme of the Company, which will be supplied to them prior to commencement of operations in each well. The shift pattern shall be as per the clause 10.0 section III.

25.2 The Contractor shall be responsible for arranging relief of personnel during vacations, statutory off days,

sickness etc. entirely at their cost. The relief personnel also must have the similar experience and the Contractor will have to obtain prior approval from the Company for the relief personnel of the Contractor

Provision of proper safety appliances such as safety boots, helmets, gloves and protective clothing etc. will be the Contractor's responsibility along with the display boards supplied by the Company in well site as per Mines Rules. In case of operational shut down due to observations of safety audit, it is Contractor's responsibility to comply with all safety requirements and no rate will be applicable for the payment during such shut down period.

25.3 It will be the responsibility of the Contractor to obtain restricted area permit/Assam entry permit/ Inner line permit for Contractor's personnel for entering into NE states of India.

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

25.5 The Contractor shall provide the services of all categories of manpower as per the Contract. The personnel so deployed should have sufficient experience and knowledge in operation of oil and gas wells. The personnel shall be competent and technically sound for well control operation, drilling wells, fishing operation, servicing and maintenance of rigs, repair of rig and equipment etc.

25.6 The minimum requirement of key personnel for carrying out any rig operation will be as per shift basis and shall be as per the Clause No. 7.3 & 8.0 of Section III.

25.7 All supervisory staff rig personnel and other manpower engaged by the Contractor shall be of Indian Nationality and the deployment of local labour, wherever possible, will be engaged by the Contractor.

25.8 Before mobilisation of his personnel, the Contractor shall furnish the full bio-data together with appropriate certificates along with passport size photographs as to their eligibility in meeting the criteria set forth hereof. The Company shall have the option to accept or reject any staff/ personnel of the Contractor who do not meet the Company's requirements in which case the Contractor shall provide suitable alternative to the Company's satisfaction.

25.9 All rig instruments, as will be provided to the Contractor as ancillaries of the rig package either with the rig or separately during the contractual period, have to be installed and maintained accordingly by the Contractor. All charts and reports obtained from such instruments are to be kept ready for all the operations and should be made available to the Company as and when asked for scrutiny. The Company from time to time upon requisition will provide charts and other stationeries for the instruments by the Contractor.

25.10 The Contractor shall be responsible for all transportation of his personnel from their place of origin to their Base at Duliajan and back. Moreover, the Contractor shall also be responsible for all transportation facilities of his personnel including movement to work site from wherever they stay. The Company shall not render any type of transportation to Contractor's personnel at any time.

25.11 The catering supply, drinking water for the Contractor's personnel whether at their camp at Duliajan and at work site will be the responsibility of the Contractor. Company will provide toilet facilities both for Contractor's and Company's personnel at work site. However, contractor shall provide sanitary service.

25.12 Contractor shall be requested to obtain identity cards for his persons engaged for this Contract. Person(s) not having identity cards shall be treated as unauthorised person(s) and shall not be allowed to perform duty.

25.13 The Contractor shall be responsible for controlling blow out. The Contractor shall test blowout preventers at least once every round trip or at such other times as instructed by the Company's representative and submit test report to the Company as per Mines rule.

25.14 The Contractor will not engage any employee of the Company who has resigned from the service of the

company for at least two years earlier from the date of such engagement except with the express approval of Company Management (competent authority).

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

25.16 The Contractor should carry out the job with due diligence and care and in accordance with good oilfield practices.

25.17 In the event of the rig or its components, ancillaries, equipment etc. supplied by the Company to the Contractor are damaged/lost due to the carelessness / negligent handling by the Contractor's personnel, the Contractor will be liable for such damages/loss on the basis of the Company's estimated cost of replacement as reduced by any insurance claim which may be insured by Company plus 7% towards handling charges on the cost of such replacement. If the operation is held up for such damages/loss, the Contractor will get Zero rates during the period of waiting for the component till replacement / repair of the components are carried out.

25.18 It shall be the primary responsibility of the Contractor to ensure that the equipment and materials at site are properly secured against theft, pilferage etc.

25.19 Contractor shall provide receipt for Company materials/well consumables received and furnish daily/weekly record of consumption/utilization in respect thereto in the prescribed formats as per the procedure of the Company.

25.20 Contractor has to maintain the well site as described in clause 21.3 of section III.

25.21 The Contractor shall have to bear the responsibility for their employment matters and any problem in this regard inclusive of employment of local people and other issues pertaining to the Contractor's operations with Oil India Limited (OIL). In case there is any disruption of work at the well site under such conditions as stated above, the Contractor will be paid at 'Zero' rate during the affected period.

25.22 The Contractor has to take up necessary jobs required for providing water supply and maintenance of the well site office for both Contractor's & Company's and of the well site camp for Contractors and Company personnel including Company's representative Cabin if situated at well site.

25.23 Upon undertaking and completion of each activity / sub-activity as stated in the Contract, the Contractor shall invoice the same and such invoice must bear the date/time of commencement and date/time of completion.

25.24 The Contractor shall also have to comply with all types of labour wages rates applicable in Assam for unskilled, semi-skilled and skilled labours employed locally or by the Contractor's sub-Contractors throughout the period of this Contract. Any statutory escalation on labour wages will be to Contractor's account.

25.25 The Contractor should inspect thoroughly the complete rig package before/during taking over charge. After inspection the Contractor should submit the report in format to be provided by the Company. If the Contractor does not find certain items, to their satisfaction on assessment, the same shall be intimated to the Company and Company in turn will take the necessary action/repair/replace at the earliest.

The Contractor should exercise economic use of consumables and water required for normal operation, which will reflect Contractor's performance as per oilfield practices.

25.26 If the Contractor fails to provide manpower per shift as per the Company's requirement, the Company reserves the right not to allow the Contractor to carry out operations, and no payment will be made for the affected day(s). However, on the contrary company may decide to continue operation by claiming damages as per Deficiency clause No.24.0. If such incidents occur more than twice in a month, the Contract is liable to be terminated at the discretion of the Company.

25.27 The Company reserves the right to instruct for removal of any Contractor's personnel for :

- (a) Misbehaviour, / indiscipline and for misdemeanour;
- (b) And/or for technical incompetence and for not rendering the services faithfully;
- (c) And/or for indulging in canvassing against Company in press/other media;
- (d) And/ or for leaking information about Company operations to outside parties.

The time allowed to the Contractor for removal of personnel under (a) & (b) above shall be a maximum period of 24 hrs from the time of such instruction given by Company. Further, the replacement for these personnel shall be completed within 3 days from the date of the above instruction from the Company and will be at the cost of the Contractor. However, the continuity of operation shall not be disrupted on this account. Till such time the replacements are given within the time period specified above (from the date of instructions by the Company), the Contractor operating charges shall be reduced as per the Deficiency Clause 24.0 of the Agreement. The Company shall have the option to accept or reject any staff/personnel, who were engaged by the Contractor as a replacement in that case the contractor shall provide suitable alternative to the Company's satisfaction.

25.28 In case the situation warrants the contractor key personnel are to be stationed nearer to well site. Company will provide one non air-conditioned Bunkhouse for their 1/ 2 (one or two) key personnel (responsible for 24 hours continuous operation) to stay nearer the well site, or if possible at the site itself.

25.29 All security/entry passes into the Company's Industrial Area, whenever required by the Contractor's personnel in connection with this Contract, shall be the responsibility of the Company. However, contractor must fulfill the criterion for issuance of such passes by CISF.

25.30 Company shall pay Contractor in accordance with terms and conditions of this Contract.

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

25.32 Company shall perform all other obligations required of Company by the terms of this Contract.

25.33 Company will provide transport fleet as considered necessary with operator and helpers during rig up, rig down and movement. However, the Contractor will supply necessary personnel for receiving and stacking/slinging of consumables like chemicals, casings, drill pipes and other tubular at well site.

25.34 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.

The Company's representative will have complete access to the works and have the right to inspect smooth functioning of rig and equipment.

The Company's representative shall have the right to instruct/direct any Contractor's personnel at site regarding any job / operation to be carried out.

Well programme may be changed by the Company when felt necessary both before and during progress of the operation.

26.0 PREVENTION OF FIRE AND MAINTAIN WELL SAFETY

Contractor shall maintain all well safety equipment in good condition at all times and shall take all possible steps to control and prevent fire etc to protect the hole. The Contractor should be responsible for taking all preventive and corrective measures for initial control fire hazardous.

27.0 OPERATOR'S RIGHT TO TAKE OVER/ SUSPEND OPERATION

27.1 In the event, the Company is justifiably dissatisfied with Contractor's performance during the drilling of any well hereunder on account of unreasonably slow progress or incompetence as a result of causes reasonably within the control of the Contractor, the Company shall give the Contractor written notice in which it shall specify in detail the cause of its dissatisfaction. Should the Contractor, without reasonable cause, fail or refuse to commence remedial action within one (1) day of receipt of the said written notice, the Company shall have the right but not obligation to take over the specific operations, where/which the Contractor has failed to perform, till such time the Contractor commences remedial action. During the period of any such take over, the Contractor shall not be paid the day rate charge and penalized additionally at the rate of 25% thereof till the situation is remedied to the satisfaction of the Company.

27.2 If in the judgment of the Company, the operation cannot be run smoothly for Contractor's failure to provide manpower as per the Company's requirement, the Contractor may not be allowed to carry out operations and no payment will be made for the affected day(s). Moreover, the Contractor will be penalised for the same number of non-working hours/day(s), at the operating rate. If such incidents happen twice in a month, the Contract is liable to be terminated at the discretion of the Company

28.0 APPLICABLE LAW

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

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

- a) Mines Act, 1952 - as applicable to safety and employment conditions and subsequent amendments.
- b) Oil Mines Regulations, 1984.
- c) Workmen's Compensation Act.
- d) Payment of Wages Act.
- 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 service).
- 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, 1957
- p) Assam Pollution Control Board's Rules & Regulations.

28.3 The Contractor shall not make the Company liable to reimburse the Contractor for the statutory increase in the wages rates of the Contract labour appointed by the Contractor which statutory or any other increase in the wages rates shall be borne by the Contractor.

28.4 Any permission from the Mines Directorate in connection with the proposed 12 hours shift pattern by the Contractor shall have to be arranged by the Contractor before commencement of this Contract, in consultation with the Company. Moreover, since the Contractor's personnel engaged shall be working under the Mines Acts and Oil Mines Regulations, the Contractor shall have to obtain any other relevant permission from the Mines Directorate to engage his employees in compliance with various procedures as per Mines Act. In case of any breach of procedures under Mines Act the Contractor be held solely responsible and shall bear all expenses arising as a result thereof.

28.5 The Contractor shall not engage labour below 18 (eighteen) years of age under any circumstances.

28.6 The Contractor should obtain and produce in advance to commencement of work the following certificates/approvals:

1. Approval from DGMS/DDMS for 12 hourly shifts pattern.
2. Total manpower list.
3. License/certificate from specified electrical authorities for the rig and camp electrical personnel.
4. All certificates as per applicable laws including Mines Acts.
5. Regional Labour clearance certificate, if required.

29.0 CHANGE OF OWNERSHIP

The Contractor's rights and obligations under this Contract are not transferable by sale or assignment without the Company's written consent. In the event of the Rig Operation Services being sold without the Company's written consent in addition to its other rights, the Company may at its absolute discretion terminate this Contract whereupon 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.

30.0 LIABILITY

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

30.2 Neither Company nor its servants, agents, nominees, assignees, contractors, subcontractors shall have any liability or responsibility whatsoever for injury, illness, or death of any employee of the Contractor and / or of its.

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

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

30.5 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 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 this Contract.

30.6 In The event of a hole / well being damaged because of the negligence in operation by the Contractor's

personnel, it shall be the Contractor's sole responsibility to repair such damages. The Contractor will not be paid any day rates till the time the well is back into normal operation. If such a well is permanently lost due to negligence of the Contractor, compensation by the Contractor will be limited to 5% of the total contract cost for each incidence of loss occurred or the actual replacement cost whichever is lower. The decision of the Company whether a well is permanently lost or repairable will be final. However, in case of dispute whether such damage / loss is due to the negligence of the Contractor an independent third party inspection mutually agreed upon by the Company and the Contractor will be instituted whose decision will be final. Such payment of damages shall be made forthwith by the Contractor within 7(seven) days of receipt of notice for such payment. The Company, however, reserves the right to adjust the same from the Contractor's outstanding bills.

30.7 The above clause will also be applicable in case of FISH in hole or major damage to equipment due to Contractor's negligence in operations.

30.8 The Contractor is responsible for the safe custody of the Company's consumables supplied to him. The Contractor has to maintain the record for fuel, lube oil, spares etc. in the format (which can be modified by Company as and when felt necessary) to be supplied by the Company. The Company's representative shall have the free access to check the stock of all items issued to the Contractor including POL at any time. In case issue / consumption of consumables is in excess they required (as be assessed by the Company's Engineer), the cost of the excess quantity will be recovered from the Contractor as the Company may decide. The decision of the Company as to the optimum consumption for any activity related to this Contract shall be final.

31.0 INSURANCE

31.1 The Contractor shall arrange insurance to cover all risks in respect of their personnel, materials and equipment belonging to the Contractor or its Sub-Contractor during the currency of this Contract.

31.2 Contractor shall at all times during the currency of the contract provide, pay for and maintain the following insurance amongst others:

a) General Public Liability Insurance covering liabilities including contractual liability for bodily injury, including death of persons, and liabilities for damage of property. This insurance must cover all operations of Contractor required to fulfil the provisions under this Contract.

b) 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.

c) Public Liability Insurance as required under Public Liability Insurance Act 1991.

d) Employees Insurance: Insurance to provide adequate cover to death or disables as per Industrial standards.

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

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

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

31.6 All insurance taken out by the Contractor or his sub-contractor shall be endorsed to provide that the underwriters waive their rights of recourse on the Company.

32.0 CHANGES

32.1 During the performance of the work, the 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 they work to be performed. Contractor shall perform the work as changed. Changes of this nature will be affected by written order by the Company.

32.2 If any change result in an increase in compensation due contractor or in a credit due company. Contractor shall submit to the Company an estimate of the amount of such compensation or credit in a form prescribed by Company. Such estimates shall be based on the rates shown in the schedule of rates, Upon review of Contractor's estimate Company shall establish and set forth in the changed order the amount of the compensation or credit for the change or a basis for determining a reasonable compensation or credit for the change. If Contractor disagrees with compensation or credit set forth in the changed order, Contractor shall nevertheless perform the work as changed, and the parties will resolve the dispute in accordance with the dispute resolution provisions in this Contract. Contractor's performance of the work as changed will not prejudice Contractor's request for additional compensation for work performed under the Change Order.

33.0 FORCE MAJEURE

33.1 The term Force Majeure as employed herein shall mean act of God. Strike, lockouts, other industrial disturbances, acts of public enemy, wars whether declared or not, blockade (but not due to the interference of employment problem of the Contractor), insurrections riots, epidemic, landslides, lighting, earthquake, fire storms, floods, washouts, arrests and restraints of Government, civil disturbances, and (unless directly attributable to the negligence or neglect of either of the parties hereto) and any other causes, whether of the kind herein enumerated or otherwise which are not within, the control of the party claiming suspension, and which by exercise of due diligence such party is unable to prevent or overcome and which renders the performance of the Contract by the said party impossible . It is understood and agreed that the settlement of strikes or lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirements that any force majeure shall remedied with all reasonable despatch shall not, except under the law or legal process, require the settlement of strikes or lockouts by acceding to the demands of opposing having the difficulty.

If a Force Majeure situation arises, Contractor shall promptly (within 72 hours) notify Company in writing if directed by Company in writing, Contractor shall continue to perform its obligations under this Contract as far as is reasonably practicable, and shall seek all reasonable alternative means for performance not prevented by Force Majeure event.

33.2 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 obligation under this Contract is the result of an event of Force Majeure.

34.0 TERMINATION

34.1 Termination on expiry of the term:

34.2 This Contract shall be deemed to have been automatically terminated on the expiry of the contractual period unless the company has exercised its option to extend this Contract in accordance with the provisions of the Contract.

34.3 Termination on account of Force Majeure Either party shall have the right to terminate this contract on account of Force Majeure if the conditions remain so beyond 15 days.

34.4 Termination on account of Insolvency

In the event that the Contractor at any time during the term of this Contract becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt then the Company shall by a

notice in writing have the right to terminate the Contract and all the Contractor's rights and privileges hereunder shall stand terminated forthwith. In such eventuality the Company's liability shall be limited to pay the applicable day rate if due up to the date of termination of the contract.

As soon as petition, if any, is made for declaration of insolvency to the court, the Contractor shall keep the Company informed of the fact in writing.

34.5 Termination for unsatisfactory performance;

If the Company considers that the performance of the Contractor is unsatisfactory or not up to the expected standard the Company shall notify Contractor in writing and specify in detail the cause of dissatisfaction. The Company shall have the option to terminate this Contract if the Contractor fails to comply with the requisitions contained in the said written notice issued by the Company to the Contractor within 10 (ten) days of receipt thereof or in the event three notices are issued for unsatisfactory performance during the terms of the Contract.

34.6 Termination at the sole discretion of the Company:

Notwithstanding anything contained herein, the Company may at its sole discretion terminate this Contract, by giving to the Contractor 60 (Sixty) days written notice to that effect without assigning any reason whatsoever.

34.7 Termination due to change of ownership and assignment:

In case the Contractor's rights and / or obligations under this Contract and / or the Contractor's rights title and interest to the Company are transferred or assigned without the Company's consent, the Company may at its absolute discretion terminate this Contract as per the provisions elsewhere in this Contract.

34.8 Consequence of termination:

In all cases of termination herein set forth the obligation of the Company to pay the operating rate/or any other charges shall be limited to the period to the date of termination.

34.9 Notwithstanding the termination of this Contract the parties shall reasonably continue to be bound by the provisions of this Contract, which reasonably require some action or forbearance after such termination. The Contractor shall hand over Company representative / engineer in writing the equipment wise status of the rig/rig equipment covered under this Contract and with latest action taken by him for fulfilment of scope of work.

35.0 ARBITRATION

35.1 The Company and the Contractor shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the Contract.

35.2 If any dispute, difference or question shall at anytime hereafter arise between the parties hereto or their respective representatives or assignees in respect of the construction of these presents or concerning anything herein contained or arising out of these presents or as to the right, liabilities, or duties of the said parties hereunder, the same shall be referred to arbitration proceedings.

35.2.1 The arbitration proceedings shall be held in accordance with the procedures of the India Arbitration Act, 1946 and the rules made there under as amended from time to time. The venue of arbitration shall be Duliajan, Dist. Dibrugarh, Assam, India.

35.2.2 The arbitrators shall decide by whom and in what proportions the arbitrator's fees as well as the costs incurred shall be borne.

35.2.3 The arbitrators, with the consent of the parties, may enlarge the time, from time to time, to make and publish their own/his award.

35.2.4 Judgment upon the award rendered may be entered in any court or other authority within India having jurisdiction or application may be made to the said court or other authority for a judicial acceptance of the award and an order of enforcement, as the case may be.

36.0 MISCELLANEOUS PROVISIONS:

36.1 (a) Contractor shall give notices and pay all fees at their own cost required to be given or paid by any National or State Statute, Ordinance, or other Law or any regulations, 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 envisaged under this Contract.

(b) Contractor shall conform in all respects with the provisions of any Statute, Ordinance a 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 regulations of 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, regulations or bye-law.

36.2 All fossils, coins, articles of value or antiquity and structures and other remains or things of geological or archaeological interest discovered on the site where the services are performed, be deemed to be the absolute property of Company. Contractor shall take reasonable precautions to prevent his personnel or any other persons from removing or damaging any such article or thing and shall immediately upon the discovery thereof and, before removal, acquaint Company of such discovery and carry out, at the expense of Company, Company's orders as to the disposal of the same.

36.3 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.

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

37.0 NOTICES

37.1 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) Head Drilling (Operation)
Drilling Department
FAX NO: 0374-2804254
E-mail: drilling@oilindia.in

(2) Head Contracts
Contracts Department

OIL INDIA LIMITED
DULIAJAN - 786602
ASSAM,INDIA
Telephone No.:
FAX NO: 0374-2803549
E-mail: contracts@oilindia.in

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

38.0 SUBCONTRACTING

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

39.0 TAXES AND LEVIES

39.1 All taxes whether corporate or personnel will have to be borne by the Contractor. The contractor will assume all responsibility in this regard.

39.2 Nothing in the Contract shall relieve the Contractor from the responsibility to pay any taxes that may be levied on profits made by him in respect of this Contract.

39.3 Taxes will be deducted at source from all payments released to the Contractor, at the specified rate of income tax as per the provisions of Indian Tax Act.

39.4 Prior to commencement of operations under this 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 to obtaining No objection certificate for releasing payments to the Contractor.

39.5 The Contractor shall obtain tax clearance certificate for personnel and corporate taxes from appropriate authority.

39.6 Contractor shall be responsible for and pay the personnel taxes, if any, for all the personnel deployed in India.

39.7 All local taxes, levies and duties, sales tax, octroi, excise duty, customs duty, etc, on purchases and sales made in India / abroad by Contractor, its sub-contractors and agents, etc. shall be borne by the Contractor.

40.0 PATENT INFRINGEMENT

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 defiance of any action in which Company is a party defendant.

41.0 INDEMNITY

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

41.2 Damage to personal 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 of other-wise, in whole or in part, or other faults by either party.

41.3 Company agrees to protect, defend, indemnify and hold Company harmless from and against all claims, suits demands, and causes of action, liabilities, expense, costs, liens and judgments of every kind and character, without limit, which may arise in favour of Contractor's employees, agents, contractors and sub-contractors or their employees on account or bodily injury or death, or damage to personal 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 of other-wise, in whole or in part, or other faults by either party.

41.3.1 The indemnities given herein above, whether given by Company or Contractor, shall be without regard to fault or to the negligence of either party even though said loss, damaged 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.

41.4 Should Company discover at anytime 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 with 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 cost thereof to Contractor, which the Contractor must pay promptly. In case Contractor fails to perform remedial work, the performance security shall be forfeited.

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

42.0 CONFIDENTIALITY, USE OF CONTRACT DOCUMENTS AND INFORMATION

42.1 Contractor shall not, without Company's prior written consent, disclose the Contract, or any provision thereof, or any conduct of operation hereunder including but not limited to depth, formation penetrated, the result of coring, testing and surveying furnished by or on behalf of company in connection therewith, to any person other than a person employed by contractor in the performance of this 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.

42.2 Contractor shall not, without Company's prior written consent, make use of any document or information except for purposes of performing this Contract.

42.3 Any document supplied to the contractor in relation to this 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 the Company.

43.0 ASSOCIATION OF COMPANY'S PERSONNEL

43.1 Company may depute more than one representatives/engineer to act on it behalf for overall co-ordination and operational management at location Company's representative shall have the authority to order any changes in the scope of work to the extent so authorized and notified by the company in writing. He / they shall liaise with the Contractor, monitor the progress so as to ensure the timely completion of the jobs. He/ they shall also have the authority to oversee the execution of jobs by the contractor and to ensure compliance with the provisions of this Contract.

43.2 There shall be free access to all the equipment with this Contractor during operations and/or idle time by Company's representatives for the purpose of observing / inspecting the operations performed by Contractor in order to judge whether, in company's opinion, Contractor is complying with the provisions of this Contract.

44.0 WAIVERS AND AMENDMENTS

It is fully understood and agreed that none of the terms and conditions of the Contract shall be deemed waived or

amended by either party unless such waiver or amendment is executed in writing by the duly authorized agents or representatives of such party. The failure of either party to execute any right of termination shall not act as a waiver or amendment of any right of such party provided hereunder.

45.0 PERFORMANCE SECURITY

The Contractor has furnished Bank Guarantee No. for Rs. Valid up to issued by towards performance security. The performance security shall be payable to Company as compensation for any loss resulting from Contractor's failure to fulfil their obligations under the contract. In the event of extension of the contract period, the Contractor shall suitably extend the validity of the bank guarantee. Company will discharge the bank guarantee not later than 30 days following its expiry.

46.0 LIQUIDATED DAMAGES FOR DEFAULT IN TIMELY MOBILIZATION.

46.1 In the event of the contractor's default in timely mobilization for commencement of operation within the stipulated period (as per clause 2.1) the contractor shall be liable to pay liquidated damages at the rate of ½% of the total contract value per week of delay subject to maximum of 7.1/2%.

46.2 Company also reserve the right to cancel the contract without any compensation whatever in case of contractor's failure to mobilize and commence operation within the stipulated period.

BID REJECTION CRITERIA / BID EVALUATION CRITERIA

The following technical and commercial BRC/BEC will govern the evaluation of bids received against this tender. A bid determined as non-responsive will be rejected without further evaluation.

BID REJECTION CRITERIA (BRC)

A. TECHNICAL:

1.1 The bidder must have a minimum of one (One) year continuous experience of providing man-management services for operation of drilling / workover rigs to OIL/ONGC either through man-management contract or charter hire contract during last 5 years ending bid closing date.

1.2 The bidder shall also be eligible in case of submission of registered collaboration agreement with rig operating parties for providing MMC or Charter hire rig to OIL, indicating the considerations between the parties and nature of support to be provided.

1.3 Bidder must have experience of handling atleast one project, in any oil field services of minimum Rs. 75.00 lakhs in the last 5 (five) years.

1.4 The bidder must have their own P.F. Code No. Documentary evidence of possession of the same from the appropriate govt. authority is to be submitted along with the bid. Otherwise the bid will be rejected.

1.5 The bidder must confirm the following in their bid:-

- a) To provide experience and qualified personnel as per clause mentioned elsewhere in this tender.
- b) To provide full service as laid down in Part-III

1.6 The bidder has to categorically accept all the clauses under Part- III.

1.7 Bidder should highlight in their technical bid separately the list of clauses where they have not agreed in toto indicating the nature of deviation.

2.1 THE BIDDER MUST PROVIDE THE FOLLOWING:

i) The qualification and work experiences of key personnel to be deputed by the bidder must be in accordance with the requirement as per the Clause 2.0 (Section IV). The complete Bio-data of the key personnel to this effect must be submitted for OIL'S approval and clearance at the time of deployment.

PART-B : COMMERCIAL

1.01 Rate quoted by the successful bidder must remain firm during the execution of the Contract.

1.02 Bid security shall be furnished as a part of bid. The amount of bid security should be as specified in the "Forwarding Letter". Bid not accompanied by a proper bid security will be rejected.

1

1.03 Bid received after bid closing date and time will be rejected.

1.04 Bid shall have to be submitted in the bid document issue by the company and if it is submitted otherwise, the same will be rejected.

1.05 Bid received in the form of Telex / Cable / Fax / E. mail will not be accepted.

1.06 Bid shall be typed or written in indelible ink and Original bid shall be signed by the bidder or his authorized representative on all pages failing which the bid will be rejected.

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

1.08 Bid containing false statement will be rejected.

1.09 Bidder must quote clearly and strictly in accordance with the price schedule outlined in Price Bid Proforma of bidding document; otherwise the bid will be summarily rejected.

1.10 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.

1.11 The company also reserves the right to cancel / withdraw the Tender without assigning any reasons to the bidders. The bidder must confirm their acceptance to this clause in their respective bids.

(C) GENERAL

1.01 In case bidder takes exception to any clause of tender document not covered under BEC / BRC, then the company has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw / modify the deviation when / as advised by company. The loading so done by the company will be final and binding on the bidders.

1.02 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 Bid Evaluation Criteria and such clarification fulfilling the Bid

Evaluation Criteria clauses in toto must be received on or before the opening of the price bid when asked otherwise the offer will summarily rejected. No clarification will however be asked from bidders who have not submitted the Bid Bond with the un-priced bid and such offers will be rejected straightway.

1.03 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.

1.04 The company may waive any minor informality or non-conformity or irregularity on a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.

BID EVALUATION CRITERIA (BEC)

1.0 The total evaluated service charges for the bid will be worked out with respect to the following estimated requirement of work load. The actual work load may however differ considerably from the estimated work load and payment will be made for the actual work done against invoices raised for the purpose.

Estimated work load for bid evaluation for 2 (two) years = 730 days only:

- i) Number of Rig operation days (OP) = 418
- ii) Number of Inter location move = 24
- iii) Number of days for inter location move (ILM) = 312

1.1 To ascertain the inter-se-ranking, the comparison of the responsive bids will be made on the basis of total financial outgo (T) calculated as below:

Total evaluated charges, **T = M + OP x 418 + ILM x 312 + D + BCA x 2 + BCB**

Where,

- M: Mobilization charge for personnel
- D: De-Mobilization charge for personnel
- BCA: Base Camp Transfer to Moran
[Mobilization -Demobilization]
- BCB: Base Camp Transfer to Arunachal Pradesh
[Mobilization -Demobilization]

PROFORMA FOR PRICING

CHARGES OF VARIOUS OPERATIONS / CATEGORIES

Sl. No	Item Description	UOM	Quantity	Unit Price	INR Total Cost
1	Mobilization Charges (M)	Lump Sum	1		
2	Day Rate for Rig Operation (OP)	Day	418		
3	Inter-location Movement (ILM)	Day	312		
4	De-mobilization charges (D)	Lump Sum	1		
5	Base Camp Transfer to Moran [Mobilization -Demobilization] (BCA)	Lump Sum	2		
6	Base Camp Transfer to Arunachal Pradesh [Mobilization-Demobilization] (BCB)	Lump Sum	1		

Total evaluated charges, **T = M + OP x 418 + ILM x 312 + D + BCA x 2+ BCB**

Note:

1. The above quantities are for bid evaluation only; payment will be made on actual.
2. The Inter-Location Movement rate should not be more than 75% of the Day Rate for Rig Operation.

ANNEXURE -I

PROFORMA FOR UNDERTAKING FORM CONTRACTORS PERSONNEL

I, _____ S/o _____

R/o _____ am an employee of M/s _____
_____ and have been deployed under
CCO/ _____ w.e.f.
_____ with OIL 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 :

ANNEXURE -II

DAILY RATE OF CONTRACTOR'S PERSONNEL:

SL.No.	CATEGORY	AMOUNT per man per day (Rs.) In Fig.IN Words
1	Tool Pusher	
2	Driller	

- 3 Assistant Driller
- 4 Top Man
- 5 Rig Man
- 6 Electrician

- 7 Mechanic (ICE)
- 8 Mechanic (Pump)

- 9 Mud Attendant
- 10 Crane Operator
- 11 Unskilled Worker

OIL INDIA LIMITED
(A Govt. of India Enterprise)
Contracts Department,
Duliajan, DISTRICT: DIBRUGARH
ASSAM, PIN: 786602

WORKS CONTRACT

Schedule of company's Plants, Materials and Equipments

Tender No.: DCO5618P10/BD

To
 HEAD-CONTRACTS
 Oil India Limited
 DULIAJAN

SUB:SAFETY MEASURES
Tender No : DCO5618P10/BD

Description of work/service :

HIRING OF MAN MANAGEMENT SERVICES
 FOR DRILLING WATER DISPOSAL WELLS
 FOR A PERIOD OF 2 YEARS
 (extendable by one 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 authorised 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.

(Seal)

Yours Faithfully

Date_____

M/s_____

CONTRACTOR
FOR & ON BEHALF OF