

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

M/s.
India

TENDER NOTICE NO.: DCO8360P11/BD

Date: 09.06.2010

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 OPERATIONAND MAINTENANCEOF 1(ONE) OIL'S DRILLING RIG	ASSAM & NORTH EAST	2(Two) Years andextendable by another one year	20.07.2010 360,000.00 (RUPEES THREE LAKH SIXTY THOUSAND

- 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,
Duliajan, DISTRICT: DIBRUGARH
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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 unsuccesssful 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.

The bids are to be submitted in duplicate. (One in original and one photocopy of the original).

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

considerated 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 recived 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.

18.0 DISCOUNTS / REBATES.

1.1 Unconditional Discounts/ Rebates if any given in the bid or along with bid will be considered for evaluation.

1.2 Post bid or conditional discounts / rebates offered by any bidder shall not be considered for evaluation of bids. However, if the lowest bidder happens to be the final acceptable bidder for award of contract and if they have offered any discount/rebate, the contract shall be awarded after taking into consideration such discount / rebate. These provisions shall be incorporated suitably in the Bid Document

19.0 BACKING OUT BY BIDDER

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

20.0 BACKING OUT BY L-1 BIDDER AFTER ISSUE OF LOA

In case LOA issued is not accepted by the L1 bidder or the Performance Security is not submitted as per the terms of the contract within the time specified in the Bid Document, the Bid Security shall be forfeited and the bidder shall be debarred for 2(two) years from the date of default.

21.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENT:

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

For HEAD-CONTRACTS

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

WORKS CONTRACT

DCO8360P11/BD

DESCRIPTION OF WORK/SERVICE :-

HIRING OF MAN MANAGEMENT SERVICES
 FOR OPERATION AND MAINTENANCE OF
 1(OONE) OIL'S DRILLING RIG

GENERAL CONDITIONS OF CONTRACT(GCC)

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

WITNESSETH:

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

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

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

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

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

a) Reduce the rates at which payments shall be made if the quality of work although acceptable is not 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 duration of the contract shall be 104 weeks from the commencement date mentioned in the work order. The contractor must complete the work within the contract period. During the currency of the job, the work progress must be commensurate with the time elapsed. In the event of any delay on the contractor's part, he/she will be liable to pay to the company liquidated damages at the rate of 1/2% (Half p.c) per week of the contract price of the item(s) delayed in completion and the maximum value of the liquidated damage will be 7.5% of the contract price of the item(s) delayed provided the item(s) delayed are not critical for commissioning and final utilization of the work. If, however, the item(s) delayed in completion are critical for commissioning and final utilisation of the work then the contractor will be liable to pay liquidated damages by way of penalty

at the rate of 1/2% (Half percent) per week of delay of the total contract cost subject to a maximum of 7.5% of total contract cost.

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

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

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

9. In order to promote, safeguard and facilitate the general operational economic in the interest of the Company during the continuance of this contract the Contractor hereby agrees and undertakes not to take any direct or indirect interest and or support, assist, maintain or help any person or persons engaged in antisocial activities, demonstration, riots, or in any agitation prejudicial to the Company's interest and any such 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 92.5% of the value of work done. Final payment will be made only after satisfactory completion of the work. Such final payment shall be based on the work actually done allowing for deviations and any deductions and the measurement shall be checked and certified correct by the Company's Engineer before any such final payment is made.

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

12. 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)."

26.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENT:

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

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

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

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

SIGNED & DELIVERED FOR AND
ON BEHALF OF

(Signature of Contractor or
his legal Attorney)

----- by the hand

(Full Name of Signatory)

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

WORKS CONTRACT

Tender No. DCO8360P11/BD

SOQ - 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	DRILLING SITE CHANGE	Number	7.000		
20	DAY RATE FOR RIG OPERATION	Days	630.000		
30	DAY RATE FOR UTILITY SERVICES	Days	300.000		
40	MOBILIZATION CHARGE FOR PERSONNEL	Lumpsum	1.000		
50	RE-MOBILIZATION CHARGE FOR PERSONNEL	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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Contracts Department,
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WORKS CONTRACT

Special Conditions of Contract(SCC)

Tender No.: DCO8360P11/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 the contractor 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. 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 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 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 document 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 Section IV of 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 mobilization 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 06.00 hrs and ending at 06.00 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 IV 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) 'Mobilization' means the deployment of specified personnel as per Company's requirement under this contract for drilling operations. Payment for mobilization 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) 'Rig up' means, receiving of materials in new location and unloading of the same, placement / alignment of all tanks. Power packs, PCRs and all pumps & their hooking up, substructures, fixing and rigging up of mast after complete assembling. 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 & rat-hole.
- q) 'Spud' means starting of drilling after completion of rig up in a particular location.
- r) 'Rig down' means (after completion of drilling in a present location and immediately after declaration for rig down on completion of reeving of mast bull line with equalizer pulley) rig down of Mast, all Pumps, Tanks, all lines, Power packs, PCRs including disassembling of Mast & 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) 'Utility services' means services to be rendered in case camp is set up by Company (OIL) for drilling Exploratory/Semi-exploratory wells at remote locations. The contractor shall provide the services of all kind as described in scope of work.
- t) 'Break down maintenance' is defined as the repairing of any rig equipment or ancillaries for which operation is shut down and repairing of same can be attended at site.
- u) 'Preventive Maintenance' is defined as the lubrication and routine check-up jobs for rig equipment & ancillaries.
- v) 'BOP' is blow out preventor used for well control and shut the well in case of emergency.
- w) 'PPE' is the personnel protective equipment required to use by each person while working in oil mines.

- x) 'ILM' is the time from declaring rig down in a particular well to spud of the next well.
- y) 'IWCF' is International well control forum and their certificate is essential to work in oil & gas well.
- z) 'NCTU' is nitrogen coil tubing unit
- aa) 'NPU' is nitrogen pumping unit
- bb) 'BHP' is bottom hole pressure

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 mobilization charges when the entire and personnel are ready at respective sites for starting the job.

4.5 For all charges except Mobilization, ILM and De-mobilization i.e for charges during operating period, 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 send 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 endeavor 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, in which event, payment of the disputed amount may be withheld until settlement of the dispute, but payment shall be made of any undisputed portion within 45 days from the date of receipt of the 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 mobilization charges shall be made on receipt of undisputed invoices by the company and after summation of performance guarantee from a scheduled bank.

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 will mobilize their personnel at the first designated well site within 30(thirty) days from the date of signing of Contract. Mobilization notice will be issued, indicating location of well after the issuance of LOI/LOA. The mobilization rate will be payable when all the contractor's personnel are mobilized at operating site, duly certified by the Company's representative.

No Demobilization charges will be payable.

6.0 OVERALL CONDITIONS OF THE CONTRACT

6.1 The Contractor shall carry out the operations in drilling wells 7 days a week and 24 hours a day (round the clock) in compliance to drilling program of the Company, which will be supplied to them prior to commencement of operations in each well. The shift pattern shall be with reference to the clause 13.3 and 13.4 of Section III.

6.2 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.

6.3 Providing proper safety appliances such as safety boots, helmets, hand gloves and protective clothing etc. to their employees shall be Contractor's responsibility along with the display of statutory sign boards in well site as per Mines Rules as supplied by Company. In case operation is shut down due to objection raised by safety audit on non-compliance, it shall be Contractor's responsibility to comply with all safety requirements and no operating rate will be applicable for payment during such shut down period.

6.4 The Contractor will have to ensure that the statutory off days are given to Contractor's personnel and that the personnel are not engaged continuously for a prolonged period which amounts to violation Mines Act.

6.5 All security/entry passes into the Company's Industrial Area, whenever required by the Contractor's personnel in connection with the contract, shall be the responsibility of the Company. However Contractor shall fulfill all necessary formalities in this regard as per norms of the Company/CISF. This is applicable only to key personnel of

the Contractor at the discretion of the Company.

6.6 It will be the responsibility of the Contractor to obtain restricted area permit/Assam entry permit/Inner line permit for Contractor's personnel (the Company will assist to the extent possible) for entering into NE states of India.

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

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

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

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

6.8.4 Contractor shall perform in accordance with and subject to Section-IV, scope of work of this contract.

6.9.1 Perform the work described in the Section-IV, scope of work of this contract.

6.9.2 Except as otherwise provided in Section-III & IV of the contract provide all key & unskilled personnel as required to perform the work as mentioned under Scope of work.

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

6.10 The Contractor shall provide the services of all categories of manpower as per the Agreement. 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 exploratory wells, fishing operation, servicing and maintenance of rigs, repair of rig and equipment etc.

6.11 The minimum requirement of key personnel for carrying out any rig operation will be as per shift basis and shall be as per the Section - IV, Clause No. 2.0 (Scope of Work)

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

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

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

- (a) Misbehavior, indiscipline and for misdemeanor.
- (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 Contractor shall replace undisciplined personnel under clauses (a) & (b) above within period of 24 hrs. However, 3 days notice shall be served by Company to replace undisciplined personnel under clause (c) & (d) above.

6.15 Further, the replacement for these personnel shall be completed as per specified time period as mentioned in

above para from the date of receive of instruction from the Company and at the cost of the Contractor. The continuity of operation shall not be disrupted on this account, till such time the replacements are arranged. However, the Deficiency Clause of the Agreement shall be applicable.

6.16 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, has 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 will be asked for scrutiny. Charts and other stationers for the instruments will be provided by the Company on time to time requisition by the Contractor.

6.17 The Contractor will be responsible for all transportation of his personnel from their place of origin to their base at Duliajan and back. However, the Contractor will 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. The Contractor will have to keep a standby vehicle at well site on all working days to meet any emergency.

6.18 The catering, supply of drinking water and hygienic maintenance of toilet facilities of the contractor's personnel whether at their base camp and work site shall be the responsibility of the contractor. However, the toilet & bath facilities shall be provided by Company at well site.

6.19 Contractor shall provide own identity cards for their personnel engaged under the contract and also shall posses identity card/pass of the Company. Person(s) not having identity cards shall be treated as unauthorized person(s) and shall not be allowed to perform duty.

6.20 The Contractor shall be responsible for controlling blow out. The Contractor shall test BOP's 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.

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

6.22 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).

6.23 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 Contract.

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

6.25 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 on the basis of the Company's estimated cost of replacement as reduced by any insurance claim which may occur to the Company plus 7% towards handling charges on the cost of such replacement. If the operation is held up for such damages/ loss, Zero rate shall be applicable till such time operation is restored.

6.26 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). Moreover, the Contractor shall be liable to pay damages for the same number of non-working hours/day) as per deficiency clause 10.0 [Section #III]. If such incidents happen twice in a month, the contract is liable to be

terminated at the discretion of the Company.

6.27 The Company shall provide adequate security personnel, however, 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.

6.28 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.

6.29 The Contractor has to take up necessary jobs for providing power and 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's personnel including Deviation Engineer's Cabin if situated at well site.

6.30 The Company may set up Camp for Company's officers & employees for drilling exploratory / semi-exploratory wells at remote locations. Contractor shall provide the catering services for the Company's officers & employees. A lump sum amount of Rs. 250 (two hundred & fifty only) per man per day i.e. for Breakfast, lunch, evening tea & dinner shall be payable to the Contractor.

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

6.32 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 the Company. In case there is any disruption of work at the well site under such conditions as stated above, the Contractor shall be paid at 'Zero' rate during the affected period.

6.33 The Contractor shall also have to comply with all types of labour wages rates applicable in Assam & North Eastern States for unskilled, semi-skilled and skilled labourers employed locally or by the Contractor's sub-Contractors throughout the period of the contract. Any statutory escalation on labour wages will have to be on Contractor's account.

6.34 The Contractor should inspect thoroughly the complete rig package before/during taking over charge. After inspection the Contractor should submit a report to the Company. If certain items are not found satisfactory on assessment by the Contractor; the same should be intimated to the Company and Company in turn will take the necessary action for repair/ replacement at the earliest.

6.35 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.

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

7.0 PREVENTION OF FIRE AND BLOW-OUTS

7.1 Contractor shall maintain all well control equipment in good condition at all times and shall take all possible steps to control and prevent fire and blowouts. The Contractor should be responsible for taking all preventive and corrective measures for initial control of kick, inflow, fire and blowouts. After initial control of well, Contractor will inform the Company's Representative about the well condition and finally well will be killed after discussion with the Company's Representative.

7.2 Contractor crew shall have to be conversant with fire fighting equipment available at well site and shall capable of use such fire fighting equipment to douse fire at well site in emergency.

8.0 DISCIPLINE

8.1 The Contractor shall maintain strict discipline and good order among their respective employees and their respective sub Contractors, if any, and shall abide by and conform to all rules and regulations promulgated by the operator and Contractor governing the operations at the assigned work sites. Should the operator feel with just cause that the conduct of any of the Contractor's personnel is detrimental to operator's interests; the operator shall notify Contractor in writing the reasons for requesting removal of such personnel. The Contractor shall remove or replace such employees at their expense within stipulated time from the time of such instruction given by the Company.

9.0 COMPANY'S RIGHT TO TAKE OVER

9.1 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 incompetency as a result of cause 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 the Contractor has failed to perform, till such time the Contractor commences remedial action. During the period of any such take over, the entire cost of operation carried out by the Company will be deducted from the Contractor's payment, in addition to imposing penalty as applicable as per the contract for the Contractor's failure.

10.0 DEFICIENCY

10.1 Key Personnel: Provision of adequate manpower of required skill for carrying out all operations with due diligence, in a safe, decent manner and in accordance with accepted international oilfield practices is the essence to the contract. Failure to man the operations with adequate numbers of skilled manpower particularly in respect of the key personnel as per the standard deployment pattern as set out in clause 2.0 of scope of work (Section-IV) shall attract damages at the following rates :

Failure Penalty

- a) Failure to provide Area Manager and Tool Pusher. At the rate of 10% of the operating day rate for the period of non-availability of the Tool Pusher & area manager separately in each case.
- b) Failure to provide Electrical Engineer and Mud Engineer At the rate of 7.5% of the operating day rate for the period of non-availability of the Electrical Engineer on call and Mud Engineer at drill site.
- c) Failure to provide Driller At the rate of 5% of the operating day rate of rig operation for the period of non-availability of the driller at drill site
- d) Failure to provide any other 12 hourly working key personnel At the rate of 2.1/2% of the operating day rate of rig operation for the period of non-availability of each key personnel at drill site
- e) Failure to provide any other 24 hourly working on-call personnel At the rate of 3% of the operating day rate of rig operation for the period of non-availability of each key personnel on call at drill site.

Note. :

1. The above rates are applicable for the first five days. In case more than one key personnel are not available at a time, damages shall be paid for each key personnel not available during the period.

2. Beyond 5 days, the damages shall be paid at double the rates mentioned above for each day for non-availability of any key personnel.

3. Further, contractor shall be paid zero rates if operation is suspended for non availability of key-personnel.

10.2 Unskilled Personnel: Contractor to note that, other than the skilled key personnel as per the list in Clause 2.0 of Scope of work (Section-IV), Contractor has to provide adequate numbers of unskilled/ semi-skilled personnel as mentioned in Clause 2.2 of scope of work (Section-IV). The minimum essential number of which shall be as per the Clause No. 2.2 & 3.17 of Scope of work (Section-IV). The non-availability of such semi/unskilled personnel during any shift shall be subjected to a deduction of Rs. 500/- per man per day.

10.3 Time overrun: The drilling of the stipulated number of wells as designated shall be completed within the time frame chalked out by the company in these presents, and time is of essence to the contract. In the event of a time overrun for reasons other than on account of Force Majeure and attributed as Company's fault, then the payments to the contractor shall cease upon completion of the time period for a particular well (i.e. bench mark of the individual well as decided previously by OIL). Nevertheless, the Contractor shall be bound to complete the drilling of all the wells designated in these presents, irrespective of the cessation of the obligation of the company as to payments for the period required for such completion of the contractor's obligations.

10.4 PPE: In the event of non-compliance of statutory provisions and safety appliances, the company will have the right to ask the contractor to suspend work immediately and no payment shall be made by the Company till such time the contractor comply with the same. Company reserves the right to supplement the requirement of PPE for Contractor's personnel subject to availability to continue operation. However, Contractor shall have to pay at the rate fixed by Company.

10.5 Suspension of work for manpower: If in the judgments 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 shall be made for the affected day(s). Moreover, the contractor shall pay damages 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.

10.6 Delay in ILM: Timely completion of ILM is the essence of the contract and as such bench mark has been fixed as 33 (thirty three) days. The time of reckoning is declaring of rig down in a particular well to spud of the next well. However, a grace of equal number of days shall be added if work is suspended due to waiting for Company's material or idling of Contractor crew due to civil work. For delay on the part of the Contractor, Contractor shall pay damages at the rate of 10 (ten) % of lump sum Drill site change rate to Company for each day delay.

10.7 Key personnel's performance: Performance of contractor's personnel as specified in job description Clause No. 3.0, Scope of work (Section-IV) is essence of the contract, and as such, deficiency as a whole or part of description shall attract damages 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.

10.8 Break down: Proper maintenance/ lubrication of Company's equipments and machineries as per Company's maintenance schedule and procedure are the essence of the contract. Zero rates shall be applicable for entire period of shut down if cause of break down is attributed to Contractor's negligence and deficiency.

11.0 Incentive:

11.1 WELL COMPLETION:

In case contractor completes the well within 80% of stipulated period of target 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 time of rig is ready for perforation. Target for each well shall be fixed by company depending depth and nature of the well. Incentive shall not be paid for incomplete and part well drilled by contractor.

No.	Well completion days	Rate of incentive
1	30% of target days	50% of total operating day rate of the well
2	40% of target days	45% of total operating day rate of the well
3	50% of target days	40% of total operating day rate of the well
4	60% of target days	35% of total operating day rate of the well
5	70% of target days	30% of total operating day rate of the well
6	80% of target days	20% of total operating day rate of the well

Note:

For time overtime beyond stipulated target days, Contractor shall not be eligible for any incentive but continue

getting operation day rates as per contract, if delay is not attributed to Contractor.

11.2 ILM:

Contractor shall be paid stand by rate for the period of ILM, if contractor completes ILM in 25 days against target of 33 days. The time of reckoning shall be declared of rig down in a particular well to spud of next well. However, additional days may be added should there be any suspension of operation and contractor crew is idle due to reason not attributed to contractor or Force majeure situation. Incentive shall not be applicable if contractor is engaged for part of entire ILM operation as mentioned in Clause 8.4 of Scope of work (Section #IV).

11.3 SAFETY:

Contractor shall be paid additional 3% 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 rig under MMC is awarded with safety award by Company's recognized organization such as Annual Safety Week celebration for a particular calendar year.
- ii. The rig under MMC is free from serious and fatal accident for a particular calendar year.

11.4 MAINTENANCE:

Contractor shall be paid additional 3% 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 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 takes charge of the rig.

12.0 WITH-HOLDING

12.1 Company may with-hold or nullify the whole or any part of the amount due to contractor on account of subsequently discovered evidence in order to protect company from loss on account of :-

- a. For non-completion of jobs assigned as per Agreement.
- b. Contractor's indebtedness arising out of execution of this contract.
- c. Defective work not remedied by contractor.
- d. Claims by sub-contractor of contractor or other filed or on the basis of reasonable evidence indicating probable filing of such claims against contractor.
- e. Failure of contractor to pay or provide for the payment of salaries/wages, contributions, unemployment compensation, taxes or enforced savings with-held from wages etc.
- f. Failure of contractor to pay the cost of removal of unnecessary debris, materials, tools, tools, or machinery.
- g. Damage to another contractor of company.
- h. All claims against contractor for damages and injuries, and / or for non-payment of bills etc.
- i. Any failure by contractor to fully reimburse company under any of the indemnification provisions of this contract. If, during the progress of the work contractor shall allow any indebtedness to accrue for which company, under any circumstances in the opinion of company may be primarily or contingently liable or ultimately responsible and contractor shall, within five days after demand is made by company, fail to pay and discharge such indebtedness, then company may during the period for which such indebtedness shall remain unpaid, with-hold from the amounts due to contractor, a sum equal to the amount of such unpaid indebtedness. When all the above grounds for with-holding payments shall be removed, payment shall thereafter be made for amounts so with-held. With holding will also be affected on account of the following.
 - i) Garnishee order issued by a court of law in India.
 - ii) Income-tax deductible at source according to law prevalent from time to time in the country.
 - iii) Any obligation of contractor which by any law prevalent from time to time be discharged by company in the event of contractor's failure to adhere to such laws.

iv) Any payment due from contractor in respect of unauthorized imports.

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

13.0 APPLICABLE LAW

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

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

- a) 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 Labor (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.

13.3 The Contractor shall not make the company liable to reimburse the contractor to the statutory increase in the wages rates of the contract labor appointed by the Contractor such statutory of any other increase in the wages rates of the contract incur shall be borne by the Contractor.

13.4 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 the 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 shall held responsible and shall bear all expenses arising as a result thereof.

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

13.6 Moreover, the contractor should obtain and produce in advance to commencement of work the following certificate/approvals :

1. Approval from DGMS/DDMS for 12 hourly shift patterns.
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 certificate, if required.

13.7 Theft reporting and lodging FIR including follow up will be contractor's responsibility.

13.8 List of number of days and man days engaged by the contractor in a year to be provided along with the invoice.

13.9 Accident reports to be forwarded in standard prescribed formats.

14.0 POLLUTION AND CONTAMINATION

The Contractor shall exercise the utmost caution and shall strictly comply with the laws and practices to avoid pollution and contamination. Contractor shall ensure and check regularly for any leakage/ seepage/ overflow of effluent from pit to surrounding areas. 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 contractors account. The contractor shall further keep the company indemnified from all claims arising out of pollution and contamination. Commissioning, operation and maintenance of re-circulating system to be provided by OIL in each well as a part of the rig will be contractor's responsibility.

15.0 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 Drilling Rig Operation Services being sold without the Company 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.

16.0 LIABILITY

16.1 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.

16.2 Neither company nor its servants, agents nominees assignees, contractors, subcontractors shall have any liability or responsibility whatsoever for injury to illness, or death of any employee of the contractor and / or of its contractors or subcontractors irrespective of how such injury, illness or death is caused and even if 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 form.

16.3 The contractor hereby agrees to waive its right to recourse and further agrees to cause his underwriters to waive their right of subrogation against company and /or its under writers, servant, agents, nominees, assignees, contractors and subcontractors for loss or damaged 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 the contract.

16.4 The Contractor hereby further agrees to waive its right of recourse and agrees to cause its underwriters to waive their right of subrogation against company and / or its underwriters, servants, agents, nominees, assignees contractors and subcontractors for injury to illness or death of any employee of the contractor and of its contractors, subcontractors and /or their employees when such injury, illness or death arises out of or in connection with the performance of the contract.

16.5 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, and /or equipment 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 damages / losses 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.

16.6 The contractor is responsible for the safe custody of the company's consumables supplied to him. The contractor has 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 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.

17.0 INSURANCE

17.1 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 the contract.

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

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

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

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

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

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

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

18.0 CHANGES

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

18.2 If any change results in an increase in compensation due contractor or in a credit due company. Contractor shall submit to company an estimate of the amount of such compensation or credit in a form prescribed by company. Such estimates shall be based on the rates shown in the schedule of rates, 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 the 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 provision in the Agreement. Contractor's performance of the work as changed will not prejudice contractor's request for additional compensation for work performed under the Change Order.

19.0 FORCE MAJEURE

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

19.2 The term Force Majeure as employed herein shall mean act of God. Strikes, lockouts or 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, lightning, 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 explosion, breakage or accident to machinery etc. 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 be 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.

19.3 If a Force Majeure situation arises, contractor shall promptly (within 72 hours) notify company in writing of directed by company in writing, contractor shall continue to perform its obligations under the contract as far as is reasonably practicable, and shall seek all reasonable alternative means for performance not prevented by Force Majeure event.

20.0 TERMINATION

20.1 Termination on expiry of the terms

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 Agreement.

20.2 Termination on account of Force Majeure;

Either party shall have the right to terminate this contract on account of Force Majeure as set forth in this Agreement.

20.3 Termination on account of Insolvency;

In the event that the Contractor at any time during the term of this contract becomes insolvent or makes a

voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt then the Company shall by a notice in writing have the right to terminate the contract and all the Contractor's rights and privileges hereunder shall stand terminated forthwith. In such eventuality the Company shall pay the Contractor the applicable day rate if due upon 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.

20.4 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.

20.5 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.

20.6 Termination due to change of ownership and assignment;

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

20.7 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.

20.8 Notwithstanding the termination of this contract the parties shall reasonably continue to be bound by the provisions of this contract that 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/rigs covered in this contract and with latest action taken by him for fulfillment of scope of work.

21.0 ARBITRATION:

21.1 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.

21.2 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 which shall be in English language. Within 30 days of the receipt of notice of any dispute, each party shall appoint an arbitrator of its own choice and inform the other party.

21.3 The arbitration proceedings shall be held in accordance with the procedures of the India Arbitration Act, 1940 and the rules made there under as amended from time to time. The venue of arbitration shall be Duliajan, Dist. Dibrugarh, Assam, India.

21.4 The arbitrators shall decide by whom and in what proportions the arbitrator's fees as well as the costs

incurred shall be borne.

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

21.6 Judgments 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.

22.0 MISCELLANEOUS PROVISIONS:

22.1 Contractor shall give notices and pay all fees at their own cost required to be given or paid by any National or State Statute, Ordinance, or other Law or any 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.

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

22.2 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, are 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 at Company's order the disposal of the same.

22.3 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.

22.4 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.

23.0 NOTICES

23.1 Any notice given by one party to other pursuant to this contract shall be sent in writing, by Fax or by e-mail and confirmed same in writing subsequently to the applicable address specified below:

(1) GENERAL MANAGER (OD & RS)

OIL INDIA LIMITED
DULIAJAN # 786602
ASSAM,
FAX: 0374-2804254
E-mail: drilling@oilindia.in

(2) HEAD CONTRACTS

OIL INDIA LIMITED
DULIAJAN # 786602
ASSAM
FAX: 0374-2803549
E-mail: contracts@oilindia.in

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

24.0 SUBCONTRACTING

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

25.0 TAXES AND LEVIES

25.1 Duties and taxes on purchase made by the contractor shall entirely be borne by the contractor. The Company will not bear any responsibility in such purchase.

25.2 All taxes whether corporate or personnel will have to be borne by the contractor. The contractor will assume all responsibility in this regard. However, the Contractor will deduct income tax at source as per Indian Income Tax Act and other taxes as applicable under law.

25.3 The company will not bear any responsibility nor reimburse any amount in case of duties/taxes actually levied exceed those taken into account the contractor for preparation of priced bid. 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 the contract. The contractor shall comply with Income Tax Acts, Rules and labour laws framed by Central and State Government from time to time with respect to supply of Labour / Sub-contractor, other contracts awarded to other parties.

25.4 Tax levied as per the provisions of tax rules on income derived under this contract will be to contractor's account.

25.5 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.

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

25.7 The contractor shall furnish to the company, if and when called upon to do relevant statements of accounts or any other information pertaining to work done under this contract for submitting the same to the tax authorities, on specific request by them. Contractor shall be responsible for preparing and filing relevant returns within the stipulated period as per the provisions of the Indian Income. Tax Act contractor shall furnish a copy of such return, audited accounts and relevant schedules to company. Contractor shall also furnish the evidence of such filing of return with the income tax authorities to the company. Consequences due to failure to furnish the requisite information and filing the return within the prescribed tie limit will be the responsibility of contractor.

25.8 The contractor shall arrange tax audit by competent audit firm as per the provisions of India Tax Laws and submit copy of the tax audit report to the company.

25.9 Prior to start of operations under the contract, the contractor shall furnish the company with the necessary documents, as asked for by the company and or any other information pertaining to the contract, which may be required to be submitted to the income tax authorities at the time to obtaining No objection certificate for releasing

payments to the contractor.

25.10 Tax clearance certificate for personnel and corporate taxes shall be obtained by the contractor from appropriate India payment can be released.

25.11 Corporate and personnel taxes on contractor and contractor's subcontractors shall be the liability of the contractor and the company shall not be held responsible on this account.

25.12 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.

26.0 PATENT INFRINGEMENT

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

27.0 INDEMNITY

27.1 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 favor of contractor's employees, agents, contractors and sub-contractors or their employees on account or bodily injury or death, or damage to personnel property as a result of the operations contemplated hereby, regardless of whether or not said claims, demands or causes of action arise out of the negligence of other-wise, in whole or in part, or other faults by either party.

27.2 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.

28.0 WARRANTY AND REMEDY OF DEFECTS

28.1 Contractor warrants that it shall perform the work in a first class, workmanlike, and professional manner and that all work shall be performed in accordance with highest quality, efficient, and current state of 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.

28.2 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 conformed to the warranty . Such corrective work shall be performed entirely at contractor's own expenses. If such corrective work is not performed within a reasonable time, the company, at its option, may have such remedial work performed by others and charge cost thereof to contractor which the contractor must pay promptly. In case contractor fails to perform remedial work, the performance security shall be forfeited.

28.3 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.

29. CONFIDENTIALITY, USE OF CONTRACT DOCUMENTS AND INFORMATION

29.1 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 the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

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

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

30.0 ASSOCIATION OF COMPANY'S PERSONNEL

30.1 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 shall liaise with the contractor; monitor the progress so as to ensure the timely completion of the jobs. He shall also have the authority to oversee the execution of jobs by the contractor and to ensure compliance of provisions of the contract.

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

31.0 LABOUR

31.1 The recruitment of labour will have to be met from the areas of operation and wages will be according to the rates prevalent at the time which can be obtained from the district authorities of the area. The facilities to be given to the labourers should conform to the provisions of labour laws as per contract labour (Regulation & Abolition) Act, 1970.

32.0 WAIVERS AND AMENDMENTS

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

SECTION-IV

SCOPE OF WORK

TERMS OF REFERENCES/DETAILS OF SERVICE AND ITS CONDITIONS

1.0 SCOPE OF WORK

1.1 The contractor will provide man-management services for one diesel electrical (AC/SCR) rig to be provided by Company to carry out drilling operations of wells of depth range 2500 - 6000 m (approx) in the Company's oilfields in the Assam & North Eastern States under the Company's supervision.

1.2 The contractor shall also be responsible for providing manpower services for all other associated work like rig

up/rig down at present location including erection, operation and disassembling of mud plants, water supply, electricity, well site management, laboratory services wherever necessary and during inter-location movement to carry out preventive break down maintenance of rig equipment and utilities etc. which are required for carrying out the above drilling operation.

2.0 PERSONNEL TO BE DEPLOYED:

2.1 The Contractor shall have to deploy their employees as per detailed list below for maintenance and operation of one Diesel Electric AC-SCR rig. The deployment pattern as mentioned below shall be obligatory for the contractor from the time of spud to declare of rig down. However, the deployment of crew shall be as per the Contractor's discretion for the period excluding above.

LIST OF KEY PERSONNEL:

Sl No Contractor's experienced skilled employees Number in pay Roll Number on Location Hrs worked per working day

1. Tool Pusher 2 1 on Call 24 Hrs
 2. Driller 4 2 12 Hrs
 3. HSE/ Liaison Officer 1 1 on Call 24 Hrs
 4. Electrical Engineer 2 1 on Call 24 Hrs
 5. Mechanical Engineer 2 1 on Call 24 Hrs
 6. Mud Engineer 4 2 12 Hrs
 7. Astd. Driller 4 2 12 Hrs
 8. Top Man 8 4 12 Hrs
 9. Floor man 16 8 12 Hrs
 10. Rig Electrician 4 2 12 Hrs
 11. Mechanic(ICE) 4 2 12 Hrs
 12. Mechanic (Pump) 4 2 12 Hrs
 13. Gas Logger cum sample washer 4 2 12 Hrs
 14. Welder 2 1 on Call 24 Hrs
 15. Heavy crane/Pipe layer operator 2 1 on Call 24 Hrs
 16. Telephone attendant cum office boy 4 2 12 Hrs
- Total 67 34

2.2 Unskilled personnel

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

2.3 Detailed Experience and Qualification of Manpower (I):

Key personnel:

A. Tool-Pusher:

Qualification & relevant experience:

- a) BE/B Tech with 10 years experience including one year as Drilling- In-Charge (DIC)
- b) B. Sc /Diploma in Engg. with 12 years experience including one year as DIC
- c) SSC/PU/HS with 15 years experience including one year as DIC

Work Knowledge:

- i. Should be conversant of drilling with Diesel Electric rig and capable of giving instruction during down hole well problem.
- ii. Should have basic knowledge of repair and maintenance of Drawworks/Pumps etc.
- iii. Should be conversant with mud chemicals/maintenance of mud properties.
- iv. Shall have valid IWCF (Supervisory level) certificate.

B. Driller:

Qualification & relevant experience:

- a) BE/B Tech with 3 years experience including one year as driller in drilling rig.
- b) B.Sc /Diploma in Engg. with 5 years experience including one year as driller in drilling rig.
- c) SSC/PU/HS with 8 years experience including one year as driller in drilling rig.

Work Knowledge:

- i. Should be conversant of drilling with Diesel Electric rig and handle brake.
- ii. Should have knowledge of repair and maintenance of Drawworks/Pumps and trouble shooting.
- iii. Should be conversant with mud chemicals/maintenance of mud properties.
- iv. Shall have valid IWCF (Driller level) certificate.

C. HSE/ LAISION Officer:

Qualification & relevant experience:

Graduate with min. 1 years experience in working in drilling rig.

Work Experience:

Health, Safety & Environment experience includes formation and implementation of HSE policies, Work Site Inspection & hazard Identification, Training of employees, Task risk Assessments, Permit To Work systems, pre job safety meeting, Accident, incident and Near Miss Investigation & analysis, Report making & Record Keeping, Selection of PPEs suitable for work activity & work environment, Work site Inspections & Audits, and Emergency Response Planning & Loss Control programs, taking precaution for pollution control and environmental management. Should have knowledge on ISO, ISRS etc.

Work Knowledge:

- i. Should conversant with various and sequence of operation in drilling rig.
- ii. Should have fair idea of Mines Act & OMR.
- iii. Should have fair idea of use of PPE and other safety/pollution rules & measures pertaining to drilling operation.
- iv. Should be able to negotiate and resolve local problems arising out of contract on behalf of contractor.
- v. Should have knowledge of function various department of the Company and co-ordination skill to get thing done in time.

D. Mechanical Engineer:

Qualification & relevant experience:

- a) BE/B Tech in Mechanical Engineering with 3 years experience in drilling rig.
- b) 3 years Diploma course in Mechanical discipline with 10 years experience

Work Knowledge:

- i. Should be conversant in working in diesel electric rig. Should have fair knowledge of various operations of drilling and equipment/machinery used in a heavy duty drilling rig.

E. Mud Engineer:

Qualification & relevant experience:

- a) Science graduate with Chemistry as a subject from a recognized university. Should have 5 years work experience of working in drilling rig as Mud Engineer.

Work Knowledge:

- i. Should be conversant with drilling mud preparation and managing independently various kinds of mud used in deep exploratory/ development wells and other related activities.

F. Electrical Engineer:

Qualification & relevant experience:

- a) BE/B Tech in Electrical Engineering with 2 years experience. He must posses valid Electrical Supervisor#s Certificate of competency (part I, II, III, IV & VIII) issued/recognized by state Electrical Licensing Board.
- b) 3 years Diploma course in Electrical discipline with 8 years experience. He must posses valid Electrical Supervisor#s Certificate of competency (part I, II, III, IV & VIII) issued/recognized by state Electrical Licensing Board.

Work Knowledge:

- i. The Electrical Engineer shall have the experience of carrying out the jobs in his independent capacity in Diesel Electric drilling rig. The Electrical Engineer must be conversant with the AC/SCR control systems of drilling rigs like ROSSHILL, USA / HILLGRAHAM UK / PLC based control system.
- ii. He should be capable of independently carrying out the fault finding analysis, rectification of fault, operation and maintenance of all the electrical equipments such as Gen-sets, motors, starters, FLP equipments, lighting circuitries of Diesel Electric Rig including air-conditioners.
- iii. Should be able to read electrical circuits, communicate/detect and rectify faults.
- iv. He should have the 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.
- v. He should have knowledge/knowhow of all the electrical equipments used in AC/SCR rigs (Alternators, DC motors, Transformers, Air circuit breakers, different light-fittings, Star Delta/DOL Starters, cable glands etc.) and the use of all the electrical tools and instrument.

G. Asst. Driller:

Qualification & relevant experience:

- a) B. Sc /Diploma in Engg. with 2 years experience in drilling rig including one year as Asst. Driller.
- b) SSC/PU/HS with 4 year experience in drilling rig including one year as Asst. Driller.
- c) Read up to class VIII and 10 years experience of working in drilling rig including one year as Asst. Driller.

Work Knowledge:

- i. Should be conversant in working in Diesel Electric rig.
- ii. Should be capable to handle brake swiftly and accurately of Diesel Electric rig in all operation of the well
- iii. Should be conversant with Drawworks and Pump operation and maintenance

H. Top Man:

Qualification & relevant experience:

- a) Read up to class VIII and 4 years experience of working in drilling rig including one year as Top Man.

Work Knowledge:

- i. Should be capable of working at double/thribble board in Diesel Electric rig
- ii. Should be able to read pump pressure and count pump strokes.
- iii. Conversant with all mud flow lines and solid control equipment.

I. Rig Man/Floor Man:

Qualification & relevant experience:

- b) Read up to at least up to class VIII and 1 year experience of working in drilling rig.

Work Knowledge:

- i. Should be capable of working in derrick floor in Diesel Electric rig.

2.3 Detailed Experience and Qualification (II):

a. Mechanic ICE:

Qualification & relevant experience:

- a) Diploma in Mech / Automobile Engg from any Recognized Institutions with 2 years of related oil field experience
- b) ITI (01 year duration) in Diesel Mechanic/Fitter/Motor Mechanic trade from any State Gov. ITI or other Recognized Institutions with 3 years of related oil field experience
- c) SSC/HS/PU/ISc with 5 years of related oil field experience.

Work Knowledge:

- i. Should have sufficient knowledge of operation/repair/ maintenance of rig and its components such as engines, air compressor etc.

b. Mechanic Pump:

Qualification & relevant experience:

- a) Diploma in Mech / Automobile Engg from any Recognized Institutions with 2 years of related oil field experience
- b) ITI (1 year) in Diesel Mechanic/Fitter/Motor Mechanic trade from any recognized institutions with 3 years of

related oil field experience.

c) SSC/HS/PU/ISc with 5 years of related oil field experience.

Work Knowledge:

i. Should have knowledge of operation/maintenance and servicing of centrifugal pumps, reciprocating pumps and solid control equipments.

c. Rig Electrician:

Qualification & relevant experience:

a) 3 years' full time government recognized Diploma course in Electrical discipline from any institute recognized by Govt. of India. 2(two) year's experience in the operation and maintenance of low/medium voltage electrical equipments such as Gen-sets, motors, starters, FLP equipments, lighting circuitries of a diesel electric drilling rig. The Rig Electrician should have the experience of carrying out the jobs in his independent capacity. He must possess valid electrical work man permit (part-I&II) issued/recognized by state Electrical Licensing Board.

b) 2 years' full time government recognized ITI (electrician) course from any institute recognized by Govt. of India. 3(three) years' experience in the operation and maintenance of low/medium voltage electrical equipments such as Gen-sets, motors, starters, FLP equipments, lighting circuitries of a diesel electric drilling rig. The Rig Electrician should have the experience of carrying out the jobs in his independent capacity. He must possess valid electrical work man permit (part-I&II) issued/recognized by state Electrical Licensing Board.

Work Knowledge:

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

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

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

iv. 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.

v. Shall have the knowledge of training on Fire Fighting, Mines Vocational Training.

d. Welder:

Qualification & relevant experience:

a) Certificate of welding trade from any recognized institute of state (one-year course)

Work Knowledge:

i. Should have adequate experience in working in drilling wells and must be conversant of wellhead & accessories.

e. Heavy Crane Operator:

Qualification & relevant experience:

a) Possesses license for driving heavy motor vehicle and 2 years experience of operating heavy crane.

Work Knowledge:

i. Should be capable of operating heavy crane/pipe layer/road roller in drilling/workover wells.

f. Gas Logger:

Qualification & relevant experience:

a) Read up to at least up to class VIII and 1 year experience of working in drilling rig as Gas Logger.

Work Knowledge:

i. Operation of explosive meter to record gas reading.

ii. Collecting and preserving bottoms up sample.

g. Telephone Attendant cum Office Boy:

Qualification & relevant experience:

a) Read up to class VIII (1 year experience of working in drilling rig.)

Work Knowledge:

i. Should know use of telephone, name of various operation and designation and name of person working in the rig.

Note:

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 Company's own discretion, may accept a person relatively under qualified & less experience based on his performance and output.

3.0 JOB DESCRIPTION

3.1 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-coordinators of contractor at well site, 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 at the well site. Critical operations shall be identified by Company representative. He shall endorse DPRs to ensure proper time break up and correct entry of all the jobs carried out during the tour and shall be handed over to Company representative in the preceding day.

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

He shall make schematic drawing himself of rig layout for placement of rig equipment and accessories to avoid double during ILM and plan schedule of transfer and placement for speedy and effective ILM.

Safety of man and equipment shall be his responsibility also ensure compliance of all safety rules/regulation in rig and maintain record keeping/documentation in this regard as instructed by company representative. He shall not allow any body at well site to work without proper PPE.

Short fall of contractor's manpower due to leave and sick shall be informed immediately Area Manager/Company representative to arranged suitable replacement in reasonable time.

He [shall have valid IWCF (Supervisory Level) certificate] must be able to detect/control well kick at right time and confident to kill the well independently.

Use of proper personal protective equipment while at work shall be mandatory for him. Consumption of alcoholic beverage at work place or working in inebriate condition and unruly behaviour with co-worker shall be strictly avoided.

3.2 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. 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. He shall identify all the size of tubular and API connections.

He [shall have valid IWCF (Driller Level) certificate] must be able to detect/control well kick at right time and confident to kill the well independently.

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 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.

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 person 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.

3.3 HSE/ LAISION Officer:

Shall be solely responsible for all the safety related matters of the rig such as issue of PPE to all the personnel working in the rig and ensure make use of same by each and every body. He shall visit well site regularly to supervise and ensure compliance all safety regulation and rules. He shall amicably sort out all the problems arising out of employment of contractor personnel and any other local problem at well site without hampering progress. He shall keep touch with attendance of contractor personnel every day and arrange replacement at the earliest for any leave/sick etc. He shall collect drilling report regularly from well site and make time break up analysis to be submitted along with the monthly invoice. It will be his responsibility to submit DPR to company representative regularly and must ensure that complete submission of DPRs for the month from well site on the 1st day following month. He shall co-ordinate with concerned department for issuance and timely supply of consumables and spares as per requirement form well site. He shall also be the co-coordinator of Contractor and Company for matters related to the contract agreement and as such he shall well verge with the contract clauses.

Use of proper personal protective equipment while at work shall be mandatory for him. Consumption of alcoholic beverage at work place or working in inebriate condition and unruly behaviour with co-worker shall be strictly avoided.

Duties & responsibilities include safety during drilling site preparation, rig up, rig down & rig move, raising & lowering mast, rig floor operations like making & lowering BHA, cementing job, tripping in /tripping out tubular, safety meeting during crew change, pre job safety meetings, routine inspections & workover rig inspections, preparation of job specific SOP in local language, ERP (Emergency Response Plan), Risk Register, preparation of Job Safety Analysis, Permit to Work systems, investigation & analysis of accidents, incidents & near miss. To follow all DGMS, OISD & MoEF guidelines and submit return at specified intervals.

Responsible for designating 'Safe Briefing Area' and advising all personnel of the 'current' safe briefing area
 # Responsible for issuing safety equipment to all personnel arriving at rig and ascertain that all personnel use and maintain these equipment properly
 # Responsible for designating location entrance and exit

3.4 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.

3.5 Top Man:

Top Man shall work mainly in Thribble/double board of the rig for latching/unlatching elevator and racking of tubular during round trips 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. He shall be responsible to work at any height of the mast due to repair /inspection or regular work.

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.

3.6 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.

3.7 Electrical Engineer:

The Electrical Engineer must be available at site 24 hrs round the clock, look for healthiness of all the electrical equipments at site, carryout all the scheduled maintenance jobs & oversee the safety functions. He is responsible for all electrical jobs to be carried out during rig up, drilling operation and rig down and will supervise all electrical jobs carried out rig electrician. Electrical Engineer shall have to discharge the duties and responsibilities of a competent person (Electrical discipline) as specified by IE Rule, OMR, DGMS and OISD guide line.

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.

3.8 Rig Electrician:

Rig Electricians shall have to carryout shift duty (in 12 hrs shift) and shall have to attend and rectify electrical faults. He is responsible for proper house keeping of generator house, electrical ghoomties and PCRs etc. Rig electrician is responsible to check Abnormal heating of plugs/sockets/terminal box/junction box / MCC components etc., Abnormal vibration, overheating, and bearing noise of all rotating electrical machines, connection, testing &

commissioning of new electrical equipments / additional electrical gadgets. During rig up time, he is responsible for erection of electric poles for fixing up of light fittings and to support overhead cables, burying of electrodes for earthing of PCRs, gen-sets, ghoomties, motors, light fittings, shades, mast etc., insulation resistance testing all the electrical equipments (e.g. Generators, Motors, Cables, transformers etc.) & recording, earth resistance testing & recording, insulation testing of all cables, motors, generators etc., powering up of DCPCR & ACPCR, commissioning of all the Electrical equipments including EC brake, installation & commissioning of new / additional electrical equipments / gadgets. During rig down time he is responsible disconnection of generators, motors, light fittings, dismantling of electrodes, electric poles, cables, earthing system etc., box up of cables, electrodes, small motors, light fittings etc. for safe transfer to the next location etc.

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.

3.9 Mechanical Engineer:

Mechanical Engineer shall check, start the engines, rig pumps, well killing pumps, well servicing pumps, generating sets, water pumps, bowser pumps, engines etc. and keep everything in a good operative condition. All laying of lines and hooking up operation for supply of water to the various distribution points will have to be done under his direct control. He shall monitor/supervise and ensure compliance of preventive and schedule maintenance of all the drilling equipment and engines as per check list provided by Company. He shall be responsible for troubleshooting & mitigate problem/breakdown arising out of different engines, pumps and other drilling equipment used in the rig except electrical component.

Use of proper personal protective equipment while at work shall be mandatory for him. Consumption of alcoholic beverage at work place or working in inebriate condition and unruly behaviour with co-worker shall be strictly avoided.

3.10 Mechanic (ICE):

Mechanic (ICE) shall be responsible for operation, preventive maintenance and repair of all engines connected to rig including Air Compressors, Mud Agitators, Welding Machine, Fire Pump etc. 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. In addition to the above jobs, he will have to carryout minor maintenance jobs of Draw-works, EC Brake, BOP Control Unit, Solid Control equipment, Power Tong unit, Kill Pump etc. The incumbent should be conversant with Safe Operating Procedures and oilfield related Safety & Environmental practices.

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.

3.11 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 also be responsible for O&M of Pulsation Dampener, Safety relief Valves, various HP/LP valves, pipe & fittings, etc. In addition to the above jobs, he will have to carry out minor maintenance jobs of Solid Control equipment, Choke Manifolds, BOP Control Unit etc. The incumbent should be conversant with Safe Operating Procedures and oilfield related Safety & Environmental practices.

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.

3.12 Mud Engineer:

- I. To maintain mud parameters as per detailed mud policy.
- II. To test all required mud parameters as specified at least once per shift.
- III. To monitor at hourly interval the important parameters of drilling fluid viz density, M/T viscosity, and temperature of both in going and out coming mud keep records.
- IV. To measure important parameters of Reserves mud viz density, M/F viscosity twice in the shift.
- V. To monitor and ensure chemical treatment required for proper maintenance of mud parameters.
- VI. To monitor critically mud loss and / or mud gain, indication of gas cut many other unusual changes in the mud system during drilling / circulation and to corrective measures in consultation with Contractor's supervisor.
- VII. To maintain all adequate stock of mud volume (circulating + reserve) as required.
- VIII. To monitor and record hole fill up volume and displacement volume of drilling fluid during round trips and during running in of drilling string / casing.
- IX. To monitor and keep records of stock and consumption of mud/mud chemicals and indicate the requirements to their supervisor well in advance (2-3 days in advance) so that supervisor can inform the Company representative.
- X. To take circulation test and to calculate hydraulics during drilling operation and to report their supervisor to forward the same to Chief Chemist /Company's representative.
- XI. In case of stuck pipe, to prepare and spot spotting fluid/OBM etc. as required. In case of loss circulation to prepare and spot LCM pill etc. as required.
- XII. To prepare pre flush formulations and gauging water for well cementation as required.
- XIII. To measure and record cement slurry weight and viscosity during cementation.
- XIV. To carry out any other mud/cement related jobs as required.
- XV. To prepare a shift report.
- XVI. All Mud Engineer's report should be submitted to Contractor's Supervisor who in turn shall keep the Company representative aware.

3.13 Gas Logger:

Gas Logger shall collect representative bottoms-up samples of drill cuttings from the mud nullah as specified in the drilling program. Rate of penetration and mud weight shall be recorded by him at specified intervals. It shall be his responsibility to record gas reading by using gas meter at specified intervals and also during circulation. He shall keep record of connection time, circulation time, shut down time, round tripping time and establishing circulation time etc. Cleaning mud nullah regularly to get correct representative samples and cleaning/washing for examination under microscope, fluoroscope and any other survey shall be his responsibility. He shall ensure proper storing/packing and dispatching of drill cuttings as per instruction. 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.

3.14 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 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.

3.15 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.

3.16 Telephone Attendant cum Office Boy:

Telephone Attendant cum Office Boy shall recognize each key personnel working in the rig by designation & name to call them from work to attend telephone. He shall have fair idea about various operation and terminology used in drilling to understand callers viewpoint while attending telephone call. He shall work as Office Boy in Company's Representative office during his visit to well site.

Use of proper personal protective equipment while at work shall be mandatory for him. Consumption of alcoholic beverage at work place or working in inebriate condition and unruly behaviour with co-worker shall be strictly avoided.

3.17 Unskilled Helper:

Unskilled helper shall assist key personnel (Mud Attendant, Mechanic Pump/ICE, and Electrician) as per assignment fixed by Tool Pusher/Driller on day to day requirement basis. Generally, four numbers of helper shall be engaged per shift as aid for Mud Engineer and rest four numbers in general shift as aid to Mechanics and plinth maintenance etc.

Use of proper personal protective equipment while at work shall be mandatory for him. Consumption of alcoholic beverage at work place or working in inebriate condition and unruly behaviour with co-worker shall be strictly avoided.

4.0 DETAILS OF SERVICE REQUIREMENT

4.1 The services which the Contractor will have to provide during the contract period are given in Annexure-1

4.2 THE DETAILS OF JOBS ARE AS FOLLOWS:

- | | |
|--|---|
| I. Drilling of holes of various sizes ranging from 36" to | 4.5/8" |
| II. Reaming/hole probing, hole opening and conditioning. | |
| III. Running in of various sizes of casings from 30" OD to | 4.1/2" OD |
| IV. Round Tripping with drilling equipment and tools. | |
| V. Well head completion for different stages of drilling. | |
| VI. Circulating and conditioning mud | |
| VII. Testing of wellhead hook up at various stages of drilling | |
| VIII. Drill stem testing and any other special operation | |
| IX. Drilling deviated hole as per instruction of Deviation | Engineer of the Company. |
| X. Working on stuck pipe and backing off drill pipes or drill | collar |
| XI. Running in of Rotovert, packers and production tools, | tubing etc, as and when necessary. |
| XII. Cutting or slipping casing line at intervals as per normal | policy. |
| XIII. Operate BOP and choke manifold etc. for controlling the | well during well kick and kill the well |
| satisfactorily. | |
| XIV. Servicing and minor repair of rig and its components. | |
| XV. To perform fishing jobs by using various fishing tools and | equipment. |
| XVI. Swabbing and rigging up production equipment. | |
| XVII. Coring by using various sizes and types of coring bits and | core barrels. |
| XVIII Picking up, breaking and laying down tubular, collars, | reamers, stabilizers etc. |

XIX. Changing bit and other drilling tools

XX. Drilling/cleaning out cement, collar, shoe etc.

XXI. Production testing of well as per the Company's requirement.

XXII. Any other operating pertaining to oilfield operation including but not limited to isolation repair, casing patch, milling, hermetical testing etc, but not mentioned in this Contract, will have to be carried out by the Contractor as per the advise of the Company's Representative.

4.4 The Contractor shall also carry out all operations including but not limited to the following:

i) To measure in going and out coming Sp. Gravity of the well fluid and to keep record of the same. The Sp. Gravity of the well fluid must be maintained as per the well policy. Loading, conditioning of well fluid have to be carried out by the contractor at site under the supervision and guideline of the company's authorized representative as and when required.

ii) The Contractor has to provide round the clock services for gas logging and sample washing as required for drilling wells.

5.0 Equipment & Services to be furnished by the Company to the Contractor:

5.1 Equipment:

The drilling rig, equipment, tools, materials, ancillaries & instrument and other services shall be provided by the Company at the location, the details of which are given below:

I. The drilling unit deployed by the Company hereunder shall be fully equipped and capable of drilling and completing the wells in the locations specified by the company. The drilling unit and all other equipment, materials to be provided by the Company will be under the terms of this Contract. The Contractor shall maintain the drilling unit, equipment and all the accessories supplied to them by the Company in a good operating condition. The drilling rig will be diesel electrical AC/SCR type with any of the following AC/SCR system.

a) Hillgraham UK

b) General Electric USA

c) CED Control system

Having completed with mast & substructure, pumps, engines, tanks, solid control system and other ancillaries to make a complete rig package. Additionally a crane or pipe layer of adequate capacity shall also be attached to the rig.

II. Blowout preventor with other well control accessories and necessary fittings including shut-in valve.

III. Choke and kill line with necessary manifolds.

IV. Fishing tools/milling tools as and when required.

V. Drilling string, drill collars, casing pipes, rotary substitute.

VI. Tubing, pup joints

VII. Casing line / sand line.

VIII. Handling gears for different types & sizes of tubular; links, travelling block, hook, hydraulic power tubing tongs.

IX. Logging unit and tools at the time of logging.

X. Wireless/Telephone (OIL) between rig and the Company's office

XI. Adequate generator for rig and rig site. This will be fully equipped for electrification complete with lighting & fittings.

XII. Water pumps, water storage tanks and lines and necessary connections for supply of water at rig.

XIII. Mud storage tank, salt solution/storage tank with necessary lines and connection.

XIV. Necessary extra lines and fittings as may be required depending upon well sites.

XV. Well servicing pump with necessary connections and fittings.

XVI. Company will provide well site office for both contractor's use and also OIL's representative.

XVII. Company will provide bunk house for well site camp for OIL Representative. If required,

XVIII Company will provide three Non-air conditioned bunk houses for their three key personnel viz tool pusher, Mech, Engineer, Electrical engineer & Drillers, Mud Engineer etc. responsible for 24 (Twenty-four) hours operations.

XIX. Company will provide Deviation Engineers' cabin at well site if well is of deviated nature.

XX. Company will provide laboratory for testing of drilling, completion fluid at site. However, air, water, electricity connections for the laboratory and all testing equipment for drilling fluid have to be provided by the Contractor.

XXI. The Contractor will be provided with the following mud testing equipment once during the contractual period depending on operational requirement and it will be the sole responsibility of the Contractor to maintain those in working condition during the contractual period and return the same in working condition on completion of contract. Any damage to such equipment, replacement cost will be recovered from the Contractor.

XXII. High pressure well killing pump, hoppers etc. will be provided by Company and hooking up to be done at well site by Contractor.

XXIII Power tongs & hydraulic unit with accessories

XXIV. Fire trailer with accessories

XXV. Mud Engineer's equipment:

Sl.No	Equipment	Quantity
1)	Baroid Balance	2
2)	March Funnel Viscometer	2
3)	Hamilton-Beach Mixer/any standard high speed stirrer	1
4)	PH Meter	1
5)	Fann Viscometer	1
6)	Mud Retort	1
7)	API Fluid Loss Apparatus	1
8)	Glass Wares (viz Beaker, pipette Burette etc.)	As per requirement

5.2 Consumables:

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. Contractor shall give requisition for day to day requirement in the format given as Annexure-XI. The requisition for materials should reach concerned office latest by 8AM and materials should be collected as per instruction of Company representative from the designated place.

- I. Fuel for drilling rigs, pump and generating set engines, water pump engines.
- II. Indigenous grades of Hydraulic oil, lube oil, cleaning oil, grease etc, jute & tong dies.
- III. Wipers for tubular.
- IV. Rubber drill pipe protector and thread dope.
- V. Drill bits.
- VI. Cement and drilling fluid chemicals.
- VII. Workover fluid, packer fluid, including chemical additives, acids for stimulation and cement for isolation repairs.
- VIII BOP maintenance spares for on site operation.
- IX. All spares & consumable required for normal operations or needed for the maintenance of the Company's equipment.
- X. Provision of water source at well site.
- XI. Down hole permanent equipment such as packers, bridge plug, G/L equipment and bottom hole heater, rod and submersible pump etc. will be supplied by the company.
- XII. All well tubular & consumables as may be required and necessary.

5.3 SERVICES PROVIDED BY COMPANY:

- I. Transportation of the Company's equipment and consumables to well site from Duliajan, which are not possible to transfer by light truck to be provided by Contractor and not considered as daily consumable

viz. casings, well heads, tubing etc.

II. LDO, LWC in tanker, cement and all mud chemicals in truck load shall be transferred by Company.

III. Transportation of company personnel.

IV. Provision of crew's hut, drilling office at well site as per Company's standard.

V. Wellsite preparation as per standard practice of OIL.

VI. Wellsite plinth maintenance

VII. Cementing and testing services, mud policy with mud engineering, guideline and time to time supervision on mud engineering.

VIII Laboratory facility with testing equipment as will be required and judged by the company for drilling fluid testing at site viz measurement of mud weight, viscosity etc. if required.

IX. Well logging services

X. Operators for lowering casings with power tongs

XI. Medical facilities in the company's hospital on PAYMENT basis.

XII. The security in house or CISF shall be provided by the Company at work site at its cost. However, the Contractor will also have to exercise adequate care as custodian of Company's equipment, materials etc.

XIII Company to provide transport fleet as considered necessary with operator and helpers during rig up, rig down inter-location movement. However, necessary personnel for receiving and stacking/slinging of consumables like chemicals, casing drill pipes and other tubular at well site will need to be supplied by the Contractor.

XIV Company will provide complete transport for rig package during location change.

6.0 DIFFERENT TECHNICAL CONDITIONS:

6.1 CREW DEPLOYMENT PATTERN AND WORKING HOURS:

Contractor shall engage crew as per clause 2.0 (Section-IV). 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 the Contractor from DDMS, Digboi before start of operation.

6.2 DETAILS OF MINOR REPAIR:

I. Adjustment of friction brakes.

II. 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.

III. Identify fault and repair of rig ancillaries such as engines, pumps, generator etc.

IV. 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.

6.3 RECORD OF 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.

6.4 SAFETY REGULATIONS & LABOUR LAWS:

Contractor shall observe such safety regulations in accordance with acceptable oilfield practice and applicable Indian Laws. Contractor shall take all measures reasonably necessary to provide safe working conditions and shall exercise due care and caution in preventing fire, explosion and blow out, and maintain fire and well control equipment in sound condition at all times. Contractor shall conduct such safety drills; BOP tests etc. as may be

required at prescribe intervals.

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.

6.6 RECORDS, REPORTS & INSPECTION:

Contractor shall keep and furnish to Company an accurate records of the jobs performed formation drilled on the daily drilling report form. A legible copy of said form in duplicate signed by both Contractor's and Company's representative shall be furnished by Contractor to Company.

It is expressly understood that Contractor is an independent Contractor and that neither it nor its employees and its sub-contractors are employees or agents of Company provided, however, Company is authorised to designate its representative, who shall at all time have access to the Drilling Unit, related equipment and materials and all records, for the purposes of observing, inspecting and designating the work to be performed hereunder by Contractor, the Contractor may treat Company's Representative for the time being at well site as being in charge of all Company's and Company designated personnel at well site. The Company Representative may, amongst other duties, observe, test, check and control implementation of drilling, casing, mud and testing programmes, equipment and stock, examine cuttings and cores inspection work performed by Contractor or examine records kept at well site by Contractor.

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 measurements 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. The under mentioned operations are categorized as critical for direct supervision/ inspection by Company representative.

- I. Cementing operation and cement cleaning operation
- II. Mud engineering services
- III. Setting of slip seal assembly
- IV. Testing of BOP and other equipment, BOP drills
- V. Well killing operations
- VI. Setting and un-setting of various types of packers & casing patches
- VII. Milling operation
- VIII All types of fishing operation
- IX. Wire line logging operation
- X. Engaging/ disengaging of any down hole equipment
- XI. Any other miscellaneous jobs at the discretion of the company, such as, cement squeezing, perforation etc.
- XII. Scheduled maintenance of all equipment
- XIII Production testing operation
- XIV. Rig up and rig down of mast

6.7 ACCOMMODATIONS:

Two/ Three bunk houses shall be provided by Company to accommodate Driller/Tool Pusher/ Electrical Engineer/ Mechanical Engineer & Mud Engineer including toilet & bath facilities and cooking shed for them at well site. Contractor may arrange accommodation at their own cost in well site for their other crew members at well site. However, selection of site at well plinth shall be done with the agreement of Company representative in view of fire

hazard & regulation. The base camp for contractor personnel in Assam & NE States shall be entirely Contractor's responsibility. However, hygienic maintenance of toilet as well as catering services will be the responsibility of Contractor.

6.8 WORK CULTURE:

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.

6.9 EFFLUENT DISPOSAL/MUD/WATER LINES:

All laying/repair of lines and hooking up operation for supply/disposal of water, mud and effluent to the various distribution points within the well plinth shall have to be done by the Contractor. Company shall make & maintain effluent disposal line to nearby central pit, water lines from well site to nearby source water station and mud line from well site to nearby mud plant. However, contractor shall monitor leak/damage of lines maintained by company and shall inform immediately for repair.

6.10 REQUIREMENT OF TOOLS & EQUIPMENT:

The well programme shall generally be made available to the Contract in advance; accordingly Contractor shall workout the requirement of surface equipment / tools for the various stages of operation in a particular well in advance. Additionally, day-to-day consumables, spares and other well requirements shall have to be indicated to the Company's authorized representative at least 24 hours notice prior to requirement.

6.11 PRODUCTIVITY TESTING & ALLIED SERVICES:

Contractor shall assist in performing any tests to determine the productivity of any formation encountered as may be directed by Company. Such tests and services may include, without limitations, electric logging, drill stem tests, perforation casing, acidization, unloading of well fluid by NCTU, fracturing and acid fracturing. Specialised tools/personnel for these operations will be provided by Company but contractor shall provide unskilled hand as desired. The Contractor shall have to assist rig up and rig down the necessary gear for logging , NCTU, NPU, BHP , Hydro-Fracture Unit, DST equipment and other related surface gear of well servicing of the Company's or other Contractor as and when required. However, Contractor shall be guided by on the spot supervision of Company or Company's authorised personnel in these specialized work.

6.12 HAND TOOLS:

All necessary major tools will be supplied by the Company for Contractor's use. However, small tools like pipe wrenches, slide wrenches, small spanners, screwdrivers, measuring instruments like multi meter, line tester shall have to be arranged by the Contractor.

6.13 ADVERSE WEATHER & PERIL:

Contractor, in consultation with Company shall decide when, in the face of impending adverse weather conditions, to institute precautionary measures in order to safeguard the well, the well equipment, the Drilling Unit and personnel to the fullest possible extent. Contractor and Company shall each ensure that their representatives for the time being at well site will not act unreasonably in the exercise of the clause.

The Contractor shall report to Company and evidences if identified which may indicate or is likely to lead to an abnormal or dangerous situation at the earliest opportunity, and immediately take the first emergency control steps.

In the event of difficulty which precludes either testing ahead under reasonable condition or performance of any other operation planned for a well, Contractor may suspend the work in progress and shall immediately notify Company and in the meantime exercise all reasonable efforts to overcome the difficulty, ensuring the safety of the well operation, personnel and equipment.

6.14 AMENDMENTS OF DRILLING AND COMPLETION PROGRAMME:

Contractor shall carry on normal round tripping, completion, abandonment and any and all other associated operations including but not limited to rig down, assist in rig move etc, in accordance with the well drilling before commencement of the rig operation which may be amended from time to time by reasonable modification as Company deems fit and in consultation with Contractor.

6.15 APPROVAL OF MANPOWER:

Contractor shall have to obtain prior approval from the Company before deployment in the rig. Applications seeking approval shall have to be submitted by the contractor at least one month ahead of proposed date of deployment. All applications shall be submitted to Head Drilling-Operation and shall be forwarded to concerned department for scrutiny. Contractor shall not deploy man power in the mine without formal approval letter signed by Mines manager. Contractor shall not swap manpower approved for two different contracts under the same contractor without prior approval.

The following documents shall have to be submitted along with the letter seeking approval.

- a. Bio-data of the candidate with photograph.
- b. Photo copy of relevant pass certificates and other proficiency certificate as required under Clause Nos. 2.3 & 3 of contract (Scope of work, Section-IV) (original to be produced on demand).
- c. Copy of experience certificates (original to be produced on demand).
- d. Undertaking from Contractor's personnel for not claim employment or any service benefit available to Company's employee as per format given in Annexure-IIB:

Note:

During the currency of the contract, if any of the key personnel is to be replaced; the incumbent must be approved ones under the same contract or must get approved fulfilling all the criteria of contract agreement. As soon as the term or period of the contract expires, accordingly the approval of personnel will also get expired or terminated.

7.0 SPECIAL SCOPE OF WORK:

7.1 WATER MANAGEMENT:

Strict control shall be made for use of water because wastage of water, increases discharge of water to effluent pit may aggravate pollution problem.

Any leak through valves, glands, pipe joints, hoses etc. shall be contained immediately to avoid spillage.

Ensure all unavoidable discharges directed to effluent pit through channel.

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.

7.2 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 of any imminent breach of effluent bund and wall shall be informed to Company Representative well in time to take corrective measures.

iii. Utmost care shall be taken not to spill any lubricant/chemical/HSD/LWC etc. used in drilling and any spillage shall 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.

7.3 CIVIL WORK & SOURCE WATER TUBEWELL:

I. Company shall prepare plinth and foundation as per design and drawing of the company.

II. Company shall continue maintenance of plinth throughout the operation of the well and make necessary drains/lines to evacuate water/mud to effluent pit.

III. 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.

IV. Fixing and grouting of false conductor, pump delivery and manifold support etc. shall be Company's responsibility with Company's material.

V. Erection of shades over Mud pump/ Desander tank /Chemical hopper and barites rack/ PCR etc shall be Company's responsibility with Company's material.

VI. Erection security fencing and hut/telephone hut shall be Company's responsibility with Company's material.

VII. Company shall make two toilets for Officers & Work Persons at well site for the use Company's & Contractor's personnel.

VIII. Evacuation and disposal of cuttings from retainer pit and all maintenance work in the plinth shall be Company's responsibility.

7.5 TRANSPORTATION OF MAN & MATERIAL/ WELLSITE STANDBY VEHICLE

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 decides to transfer for well operations 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.

V. An ambulance or standby vehicle with facility to transfer injured personnel for any emergency / accident shall be made available at well site by Contractor during operation time.

7.6 FIRST AID:

Suitable First aid medical service shall be provided by Contractor at well site. The Contractor shall make available at all times during entire contractual period sufficient quantity of first aid equipment & medicine to meet any emergency.

7.7 SECURITY:

Company shall arrange security in all drilling/rig down & rig up wells for Company's materials & equipment. FIR shall be lodged by contractor for any theft from well site or untoward incident at well site and copy of FIR shall be submitted to Company's Representative. Cost of lost materials will be on Contractor's account if FIR is not lodged.

7.8 TEMPORARY PAUSE OF OPERATION:

Company may suspend operation of Contractor temporarily, at its own discretion but Contractor shall be served at least 1(one) month notice for demobilization within the period of contract. Contractor shall have to remobilize on receipt of Company's notice within 1 (one) month. Contractor shall not be paid any demobilization charges; however, charges for remobilization shall be paid to contractor on resuming operation after temporary pause. Temporary pauses of operation under this agreement may be any number of times within the contract period.

7.9 HOUSE KEEPING AT WELL SITE & CAMP

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

8.0 ELEGIBILITY & CONDITIONS OF DIFFERENT RATES:

8.1 MOBILIZATION CHARGES (LUMP SUM- ONE TIME):

The mobilization charges shall be applicable after mobilization of contractor's personnel at designated site as stated in Clause 2.0 (Section-IV) and ready to start rig operation, duly certified by the Company's representative.

8.2 DEMOBILIZATION CHARGES: NIL

8.3 DRILLING SITE CHANGE RATE (ILM):

A lump sum amount shall be payable to contractor for the period as described hereunder.

The Drilling site change rate shall apply from rig release (announcement of rig down) in a particular location till the time of spudding the well after completion rig up at forward location. Contractor shall have to rig down in one location and simultaneously receive material and rig up at forward location for which no additional charge shall apply. In case Contractor has to carry out part of the entire ILM process, the payment terms for such condition is as under:

- I. An amount of 60% of the drill site change rate will apply in case the contractor is asked by the company to do only rig up.
- II. An amount of 40% of the drill site change rate will apply in case the contractor is asked by the company to do only rig down job.
- III. If the Contractor is asked by the Company for only mast & substructure assembling and rig up till spud in of the new well, then 15% of the drill site change rate shall be applicable.
- IV. If the contractor is asked by the company for only rig down and complete disassembling of the mast & substructure. Then 15% of the drill site change rate shall be applicable.

8.4 DAY RATE FOR RIG OPERATION:

Day rate charges for personnel during operation shall apply upon commencement of rig operation i.e. immediately after spudding in of the well and after complete mobilization of personnel as set out in Clause 2.0 (Section-IV) and shall cease immediately after announcement of rig down.

8.5 STAND BY RATE:

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

I. Contractor crew is expected to complete well head hook up for next stage drilling within 24 hours after conductor casing, 48 hours for 1st isolation casing and 36 hours for 2nd isolation. In case the Contractor fails to meet the bench mark set by Company, stand by rate shall be applicable for entire well head hook up operation. The time of reckoning shall be cement plug bump to start of drilling next stage and entire period shall be paid under stand by rate.

II. 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.

III. Contractor is expected to complete breaking drill pipes and other related work to perforate the well for production in 8 (eight) days. If contractor fails to meet the bench mark, the entire period shall be paid under stand by rate. The time of reckoning shall be from the time of cement plug bump to completion of all work before lowering fluid level for perforation.

IV. Break down not attributed to contractor and exceeds cumulative 48 (forty eight) hours in a calendar month, standby day rate shall be paid (in excess to 48 hours). Calculation shall be made on prorata basis for incomplete months. Time break up for preventive and break down shall be certified by Company's Representative.

V. When Rig is dragged to next location in cluster location.

8.6 COMPENSATION FOR FORCE MAJEURE CONDITION:

Force Majeure shall be at the rate of 75% of applicable day rate. Force Majeure rates shall be applicable during operation of the well and during inter-location movement (ILM). The time of reckoning shall be from suspension of work till actual start of operation.

8.7 DAY RATE FOR UTILITY SERVICE:

Company may put up a camp for supervisory team of approximately 15 Company's and sub-contractor's personnel for out step wells time to time on need basis. Contractor shall provide under noted services in the camp and the day rate for utility service shall be applicable in addition to other rates. The time of reckoning shall be from the time contractor start operating the camp to the time of serving notice to contractor to de-mobilize crew engaged for the camp.

I. Company shall provide all furniture, cookeries, cutleries; entertainment & game implements such as TV/VCD player etc, soft linen, and sanitation materials for the camp but contractor shall have to provide complete manpower for camp operation including catering and sanitation. Providing LPG gas cylinder and refilling same shall be arranged by Contractor at their cost.

II. Contractor shall have to provide manpower for 24 hours operation and maintenance/ minor repair of generating set and source water pump/ water filter attached to the camp and repair electrical fault in the camp.

III. Security arrangement at camp shall be Company's responsibility.

IV. Contractor shall provide all food stuff and groceries including bottled water for meals to be provided to

Company's personnel. The menu and time schedule for serving food shall be fixed by company representative as per convenience of both the parties and standard of food be maintained. In addition to day rate for utility service, Company shall pay Rs. 250.00 (Rupees two hundred fifty only) per day per person to the Contractor for Company's and their sub-contractors personnel staying in the camp.

V. House keeping of the camp, laundry service, repair of water leak & electrical fittings shall be Contractor's responsibility.

VI. Other than boarder of the camp, Contractor shall provide meal to Company's guest at camp as per request of Company's representative. The applicable rates for the meal served shall be as follow:

Breakfast Lunch Dinner Evening tea
Rs.40.00 Rs. 100.00 Rs. 100.00 Rs.10.00

8.8 MEAL CHARGES FOR COMPANY'S PERSONNEL

Company's own canteen service shall not be available at Contractor's well site and as such Contractor shall have to provide meals to Company's personnel and guest who may have to visit well site time to time. However, prior notice shall be provided by Company's representative to arrange meals for specified number of personnel. Contractor shall be paid as per rate mentioned in clause 8.7 (VI).

8.9 CHARGES FOR ADDITIONAL MANPOWER

Occasionally, to maintain smooth operation of some critical well or to mitigate logistic problem, Contractor shall have to provide additional manpower as and when required basis as per instruction of Company's Representative in addition to regular work force of Contractor as per clause 2.0 & 2.1 for extended services at well site or out side the well site but related to well operation only. Reasonable notice with the agreement of both the parties shall be given to mobilize additional manpower. The rates applicable for additional manpower are given in Proforma-IIA:

SCHEDULE OF RATES

1.0 DIFFERENT RATE OF PAYMENT: The Contractor shall be paid the following rates for executing the services as per the terms of the contract.

1.1 MOBILIZATION

Mobilization Charges: Mobilization charge shall be paid after mobilization of crew for the entire duration only, on commencement of the contract.

i) Mobilization of contractor's personnel and materials at 1st well site shall be completed within 30 days of notification of awarding contract. On the date and time at which the contractor mobilizes their complete crew / personnel as specified in the contract at the specified site shall be considered as mobilization of the crew.

1.2 DEMOBILIZATION

No demobilization charge will be paid

On termination of the contract at the end of the duration of the contract period or otherwise, the contractor is required to demobilize their personnel and other belongings.

1.3 OPERATING RATE (Per 24 hours a day):

The operating rate shall become payable from the time the well is spudded until the rig is declared for rig down and move by or through Company Representative after disposal of mud or production fluid and will be pro-rated to

the nearest hour. The operating rate will be applicable for the operation as per clause 8.4 (Section IV).

1.4 STANDBY RATE (Per 24 hours a day):

The standby rate shall be payable under the conditions as per clause 8.5 (Section IV) and will be pro-rated to the nearest hour.

1.5 FORCE MAJEURE RATE (Per 24 hours a day):

The Force Majeure Rate shall be payable only in the event the drilling operations are suspended due to occurrence of a force majeure event as per Clause 19.0 (Section-III) of Section-III of Tender Document and will be pro-rated to the nearest hour.

1.6 DRILLING SITE CHANGE RATE :

Will be paid per change on lump sum basis under different conditions as per Clause 8.3 (Section IV)

1.7 DAY RATE FOR UTILITY SERVICES:

Day rate for utility services will be payable under the following conditions.

- a) Services of all the back up operation at/around the company's camp site and any other associated installation, including break down maintenance for
 - i) Water supply pumps
 - ii) Electricity (Gen set) at Camp site.
- b) House keeping of camp
- c) Service for providing food, drinking water, laundry facilities recreational facilities at camp site etc.
- d) Maintenance / repairing of water lines, electrical items at camp site etc.

2.0 OPTIONAL ITEMS:

Company at its discretion may utilize the following pause in the service during the tenure of the contract.

2.1 PAUSE IN THE SERVICE:

The service under this contract may not be utilized continuously during the contract period. There may be one or more pauses in the service during the contract period. In case of pause in the service the contractor shall demobilize their crew and after the pause is over the contractor shall re-mobilize their entire crew afresh. Each pause in the service will be on the following terms & rates.

- a) Re-mobilisation charge: Will be paid on lump sum basis
- b) Re-demobilisation charge: Nil
- c) Notice period for re-demobilization/re-mobilisation: 1 (One) month each.
- d) No other payment are payable during the pause in the service.

5.0 DAILY RATE FOR EXTRA PERSONNEL :

During the tenure of the contract, Company may ask the Contractor to deploy extra personnel (other than stipulated in the Clause 2.0 of Section-IV). The daily charge payable for deployment of each of the extra personnel is as per Proforma-IIA.

ANNEXURE - 1

DETAIL OF SERVICES TO BE PROVIDED BY CONTRACTOR

Sl.No. Services Required From Contractor Operator's Responsibility

1. Rig-up and Rig-down operations including inter location movement with Company's transport fleet. Contractor to provide handling personnel and make tools/ equipment ready for transport at present location Company to provide transport fleet.

2. Handling & storage of all operators' materials at wellsite / camp. The contractor shall place the vehicle responsible for to & fro transfer of Company's materials as per advice of Company Representative every morning at 7.00 AM along with designated manpower. The vehicle shall be stationed at Duliajan/Arunachal Pradesh. The vehicle should be approx. 10 T capacity with a loading area of not less than 14' x 7'.

Contractor's vehicle shall report at Company's yard as directed and carry the daily consumables like spinning rope, thread dope, grease tong dies etc Company shall supply other materials at well site / camp.

3 All transportation required. for contractors personnel Transportation for OIL's personnel only

4. Maintenance and hygienic house keeping of bunk houses for contractor & OIL personnel. Company shall supply Two /Three Bunk houses for key personnel, responsible for 24 hours duty viz. Tool pusher, Electrical Engineer Mud Engineer etc, without any soft furnisher.

5. ALL RIG OPERATIONS RELATED TO DRILLING i.e.

(a) Spud in & drilling

(b) Round tripping

(c) Casing running

(d) BOP & W/head rig up testing & operation.

(e) Mud preparation and maintenance at site & mud plant.

(f) Geological sample collection & washing

(g) Gas logging

(h) Drilling W/head R/dn. Prod W/head R/up, test hydraulics testing of X-mass tree before R/up.

(i) Tubing handling and tripping, drifting and maintaining of tally.

(j) Hooking #up surface production connections including flare line, pit line etc. and necessary hydraulic testing.

(k) Maintenance of engines / machineries / Tools and equipment / materials of the rig for smooth drilling operation requirements of spares will be justified by the representative of the concerned department. and no technical guideline will be provided for the schedule or preventive or break down maintenance jobs except the critical jobs

(l) Any other jobs related to well operations. Company to provide drilling rig, accessories, consumables, tubulars, tools and support facilities, spares etc. Company will also provide chemical laboratory at each well site. Air, water & electricity connection to be provided by contractor.

Company to provide all necessary spare and guidelines only.

6. Services of all the back up operations at / around well site, and any other associated installations, including break-down maintenance for

a) Water supply pumps, Fire Tender pumps

b) Electricity (Gen-set)

c) Effluent water pumping & Oil skimming OIL to provide installations with POL # Necessary spares and guidance for maintenance will be provided by the company

7. Maintenance of well-plinth & house keeping of well site including Operator's & Contractor's offices and accommodation bunk houses at well site.

Road roller driver is to be provided by the Contractor to operate inside well plinth. Company to provide Road Rollers without drive, as and when required as assessed by the company. Company to provide plinth maintenance materials) if necessary, as and when required and requirement will be assessed by the CE (CIVIL)'s representative.

8. Break down maintenance and the periodic maintenance of all rig components and accessories at site. (Note in excess of 48 & 24 cumulative hrs. Per calendar month respectively. Company to provide all necessary spares only and guidelines for critical jobs. For periodic maintenance instruction sheet will be supplied by the company.

8A During drilling / production testing phase, minimum one handling equipment (either pipe layer or crane or equivalent) will be kept at well site with necessary crew. Also preventive and break down maintenance of such transport equipment will be done by the contractor. However, Company will provide all necessary spares only and guidelines for critical jobs.

For periodic maintenance instruction sheet will be supplied by the company.

9. For AC/SCR rigs, the maintenance of air conditioners for PCRs is contractor's responsibility. Company will provide the spares and guidelines.

10. Laying of lines for

(a) Water lines from pump to well & Bunk house, wherever required.

(b) Mud lines from mud plant to well site

(c) Effluent water pumping from drilling location to designated effluent pit other than the effluent pit located at the drilling location where the rig is operating

(d) Suction and delivery lines to Fire tender pump at camp & well site. Company to provide pipes and the Victaulic joints (if reqd). Company will provide right of way of lines.

11. Removing of lines of item no. 10 above after well is rigged down. Company will collect the pipes etc. supplied earlier.

12. Skimming of oil and collection of effluent oil into drum from effluent pit or any other pit as directed by Company Representative.

NOTE: Requirement of spares for running maintenance to be planned in advance in consultation with OIL representative.

PROFORMA I

PROFORMA FOR PRICING

Bidders to quote the following charges:

ITEM NO.	ITEM DESCRIPTION	UNIT	Qty	UNIT
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PRICE (Rs.)	TOTAL COST (Rs.)
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1.	DRILLING SITE CHANGE RATE NO.			
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7				
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2.	DAY RATE FOR RIG OPERATION	DAYS	630	
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3.	DAY RATE FOR UTILITY SERVICES.	DAYS	300	
----	--------------------------------	------	-----	--

4.	MOBILISATION CHARGE FOR CONTRACTOR'S PERSONNEL PAYABLE ONCE ON COMMENCEMENT			
	Lump sum	1		

5	OPTIONAL RATE FOR CALL OUT :			
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	RE-MOBILISATION CHARGE FOR CONTRACTOR#S PERSONNEL IN CASE OF PAUSE IN SERVICE	Lump sum	1	
--	---	----------	---	--

NOTE:

1. THE RIG WILL OPERATE FOR 365 DAYS IN A YEAR ON 24 HRS. PER DAY BASIS.

2. THE RATES QUOTED ABOVE SHOULD BE INCLUSIVE OF ALL TAXES, DUTIES, AND PERSONAL INCOME TAX ETC.

3. FORCE MAJEURE RATE AND STAND BY RATES ARE NOT TO BE QUOTED. FOR PURPOSE OF PAYMENT, THE RATE BECAUSE OF STANDBY AND FORCE MAJEURE, IF APPLICABLE, WILL BE TAKEN AS 10% LESS THAN THE DAY RATE FOR RIG OPERATION, SEPARATELY AND WILL NOT BE CONSIDERED FOR EVALUATION.

4. IT MAY CLEARLY BE NOTED THAT THE REQUIREMENT INDICATED ABOVE ARE PURELY FOR EVALUATION PURPOSE ONLY AND THE ACTUAL REQUIREMENT MAY VARY WIDFLY. PAYMENT WILL HOWEVER BE MADE AT ACTUAL.

5. NO. PAYMENT WILL BE MADE FOR DE-MOBILISATION

6. ITEM NO. 1 IS FOR DIFFERENT WELL PLINTH FOR DIFFERENT LOCATION IN THE SAME PLINTH (CLUSTER LOCATION) THE 30% OF THE DRILL SITE CHANGE RATE WILL BE APPLICABLE AND SUCH RATE FOR CLUSTER LOCATION WILL NOT BE CONSIDERED FOR EVALUATION.

7. QUOTED REMOBILISATION CHARGE UNDER SL. 5 OF RATE SCHEDULE SHOULD NOT BE MORE THAN 1/3RD OF THE QUOTED MOBILISATION CHARGE.

PROFORMA: IIA

DAILY RATE OF CONTRACTOR#S PERSONNEL

(Extra personnel if asked by OIL and not for BID EVALUATION)

SL. No. CATEGORY AMOUNT IN WORDS (Rs.____) per man per day AMOUNT IN WORDS (Figure) per man per day

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16

17 TOOL PUSHER
DRILLER
HSE/ LAISION OFFICER
ASST. DRILLER
TOP MAN
RIG/ FLOOR MAN
ELECTRICAL ENGINEER
RIG ELECTRICIAN
MECHANICAL ENGINEER
MECHANIC (ICE)
MECHANIC (PUMP)
MUD ENGINEER
GAS LOGGER CUM SAMPLE WASHER
WELDER
CRANE/ PIPE LAYER OPERATOR
TELEPHONE ATTENDANT CUM OFFICE BOY
UNSKILLED HELPER

PROFORMA: IIB

PROFORMA FOR UNDERTAKING FROM CONTRACTOR#S PERSONNEL:

I, Mr. _____ son of Mr. _____

Resident of _____

have been deployed with M/s. _____

with effect from _____ by my employer M/s.

_____ to execute various works under the Contract No. _____ dated _____ signed between M/s OIL INDIA LIMITED, DULIAJAN & M/s _____.

I hereby declare and give my undertaking with free consent and without any compulsion and that I will not claim any employment or any service /benefit in whatsoever from in OIL by virtue of my such deployment with M/s _____ to execute the specific contract.

Signature

DULIAJAN :

WITNESS :

1.0 NAME :
DESIGNATION :
DATE :

2.0 NAME :
DESIGNATION :
DATE :

ANNEXURE - III

PROFORMA FOR BIDDER'S / COLLABORATORS EXPERIENCE

Sl.No. Job order/service contract no and date
 (Last three year) Name and address of client Amount involved Scheduled period of completion as per job order
 /service contract
 Actual completion period Job description
 In detail
 (if reqd. a separate sheet may be attached)
 From To

 NOTE : OIL AT ITS DISCRETION MAY VERIFY THE ABOVE DETAILS FROM THE CLIENT MENTIONED
 ABOVE OR FROM OTHER SOURCES AND WRONG INFORMATIONS FURNISHED BY THE BIDDER IN SUCH
 CASES SHALL DISQUALIFY THE BID

SIGNATURE (BIDDER)

NAME : _____

SEAL (BIDDER)

ANNEXURE IV

PRO FORMA FOR BIDDER'S PERSONNEL EXPERIENCE:

Name & address of the person with position Age & date of birth Educational qualification and year of passing
 Name & address of client Period Type of work job responsibility Remarks
 From To

NOTE : CERTIFICATE AND PASSPORT SIZE PHOTOGRAPH TO BE ENCLOSE ALONGWITH THIS PROFORMA

ANNEXURE - VA

BID FORM AND BID / PERFORMANCE GUARANTEES FORMS:

Date : _____

Tender No. / Contract No. : _____

(Insert Company's Name and Address)

Gentleman,

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

We undertake, if our Bid is accepted, to commence the work within () days calculated from the date both parties have signed the contract.

If our bid is accepted, we will obtain the guarantee of a bank in a sum not exceeding _____ for the due performance of the Contract.

We agree to abide by this Bid for a period of 60 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

Dated this _____ day of _____ 199_____

Signature _____

(In the capacity of) _____

ANNEXURE - VB

FORM OF PERFORMANCE BANK GUARANTEE (UNCONDITIONAL):

To : (Name of Company _____)

(Address of Company _____)

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

And Whereas it has been stipulated by you in the said contract that the contractor shall furnish you with a Bank a security for compliance with his obligations in accordance with the contract.

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee, NOW THEREFORE we hereby affirm that we are contractor, up to a total of (Amount of Guarantee) _____ Rs/xxxxxxxxxxxxxxxx _____,

Such being payable in the types and proportions of currencies in which the contractor price is payable, and we undertake to pay you, upon your first written demand and without civil or argument, any sum of sums within the limits of guarantee sum as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the contractor before presenting us with the demand.

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

This guarantee is valid until the date (_____) months after contract completion.

SIGNATURE AND SEAL OF THE GUARANTOR _____

Name of Bank _____

Address _____

Date _____

ANNEXURE - VI

PROFORMA FOR BIDDERS TO INDICATE NON-ACCEPTANCE OR DEVIATIONS FROM THE BID DOCUMENT

Bidders are required to furnish exceptions/deviations to the terms & conditions of Tender Document. Price & time

affects to be indicated in the price Bids only. If any bidder does not furnish the exception / deviations in the proforma, it would be presumed that Bidder has no exception to the terms and conditions of tender Document.

Clause No.

Of Tender Document Clause of Tender Document Exception

/deviation taken by bidders Price effect in case bidder with draws the exception Time effect in case bidder withdraws the exception Remarks

ANNEXURE - VII

PROFORMA LETTER OF AUTHORITY

TO
The Chief Manager (Contracts)
Contracts Department
P.O. DULIAJAN PIN - 786602
Dist. Dibrugarh, Assam
India

Dear Sir,

SUB: OIL TENDER No. _____

We ##### of
Confirm that Mr. #####.
(Name and Address) is authorised to represent us to Bid, negotiate and conclude the agreement on our behalf with

you against Tender Invitation No. #####
for Hiring of Man Management Services for one number drilling rig for any commercial / Legal purpose etc.
We confirm that we shall be bound by all and whatsoever our said representative shall commit.
Yours faithfully,

Signature : _____

Name & Designation _____

For & on behalf of _____

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

ANNEXURE # VIII
CONTRACT FORM

This Agreement made the #####.. day of ##### 20##.. between Oil India Limited (hereinafter the company) of the one part and (Name of Contractor) of (City and Country of Contractor #) of the other part :
WHEREAS the company is desirous that certain Services should be provided by the contractor, viz (Brief description of Services) and has accepted a bid by the contractor for rendering the Services in the sum of (Contract Price in words and figures) (hereinafter the Contract Price)

NOW THE AGREEMENT WITNESSETH AS FOLLOWS :

1.0 In this Agreement words and expressions shall have the same meanings as are receptively assigned to them in the Conditions of Contract referred to.
2.0 The following documents shall be deemed to form and be read and constructed as part of this agreement viz :

- a) The Bid form and Price Schedule submitted by the Bidder;
- b) Terms of Reference
- c) The General Conditions of Contract
- d) The special Conditions of Contract : and
- e) The Company#s Notification of Award.

3.0 In consideration of the payments to be made by the company to the Contractor as herelinafter mentioned, the Contractor hereby covenants with the company to provide the services and to remedy defects therein in conformity in all respect with the provisions of the contract.

4.0 The company hereby covenants to pay the contractor in consideration of the provision of the services and the remedying of defects therein, the contract price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the contract _____.

IN WITNESS whereof the parties thereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the
Said #####.(For the company)
in the presence of #####..

Signed, Sealed and delivered by the
Said #####(For the Contractor)
In the presence of #####.

Name ##### Name #####
Address ##### Address #####
(For the company) (For the contractor)

Annexure IX

STATEMENT OF COMPLIANCE

SECTION NO. CLAUSE NO./ COMPLIANCE/ REMARK SUB -CLAUSE NO. NON-COMPLIANCE

Annexure X

BID FORM

To

M/s. Oil India Limited,
P.O. Duliajan, Assam, India

Sub : Tender No. : _____

Gentlemen,

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

We undertake, if our Bid is accepted, to commence the work within () days calculated from the date Company notifies Contractor in writing that it has been awarded the Contract.

If our Bid is accepted, we will obtain the guarantee of a bank in a sum not exceeding _____ for the due performance of the Contract.

We agree to abide by this Bid for a period of 180 days from the date fixed for Bid opening and it shall remain

Contractor

50

Company

binding upon us and may be accepted at any time before the expiration of that period.

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

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

Dated this _____ day of _____ 20__.

Signature

(In the capacity of)

REQUISITION FOR MATERIAL

DEPARTMENT: -----
Annexure-XI

Date#####

Name of Rig: ##### Location: #####
Requisition By: #####.. Designation: #####.

Name of the Contractor:

Contract No.:

To
COMPANY REPRESENTATIVE

DEPARTMENT: #####.

Request to provide the following Material for maintenance.

SI No. Description of material Required for

Signature

Name: #####..
Seal

Approved by Tool Pusher
Signature:

Annexure-XII

General HSE Guidelines:

1. It will be solely the Contractor's responsibility to fulfill all the legal formalities with respect to the Health, Safety and Environmental aspects of the entire job (namely; the person employed by him, the equipment, the environment, etc.) under the jurisdiction of the district of that state where it is operating. . Ensure that all sub-contractors hired by him comply with the same requirement as the contractor himself and shall be liable for ensuring compliance all HSE laws by the sub or sub-sub contractors.
2. Every person deployed by the contractor in a mine must wear safety gadgets to be provided by the contractor. The Contractor shall provide proper Personnel Protective Equipment as per the hazard identified and risk assessed for the job and conforming to statutory requirement and company PPE schedule. Safety appliances like protective footwear, Safety Helmet and Full Body harness has to be DGMS approved. Necessary supportive document shall have to be submitted as proof. If the Contractor fails to provide the safety items as mentioned above to the working personnel, the Contractor may apply to the Company (OIL) for providing the same. OIL will provide the safety items, if available. But in turn, OIL will recover the actual cost of the items by deducting from Contractor's Bill. . However, it will be the Contractor's sole responsibility to ensure that the persons engaged by him in the mines use the proper PPE while at work.
All the safety gears mentioned above are to be provided to the working personnel before commencement of the work.
3. The Contractor shall prepare written Safe Operating Procedure (SOP) for the work to be carried out, including an assessment of risk, wherever possible and safe methods to deal with it/them. The SOP should clearly state the risk arising to men, machineries & material from the mining operation / operations to be done by the contractor and how it is to be managed.
4. The contractor shall provide a copy of the SOP to the person designated by the mine owner who shall be supervising the contractor's work.
5. Keep an up to date SOP and provide a copy of changes to a person designated by the Mine Owner/Agent/Manager.
6. Contractor has to ensure that all work is carried out in accordance with the Statute and SOP and for the purpose he may deploy adequate qualified and competent personnel for the purpose of carrying out the job in a safe manner. For work of a specified scope/nature, he should develop and provide to the mine owner a site specific code of practice in line.
7. All persons deployed by the contractor for working in a mine must undergo Mines Vocational Training, initial medical examination, PME. They should be issued cards stating the name of the contractor and the work and its validity period, indicating status of MVT, IME & PME.
8. The contractor shall submit to DGMS returns indicating # Name of his firm, Registration number, Name and address of person heading the firm, Nature of work, type of deployment of work persons, Number of work persons deployed, how many work persons hold VT Certificate, how many work persons undergone IME and type of medical coverage given to the work persons
9. The return shall be submitted quarterly (by 10th of April, July, October & January) for contracts of more than one year. However, for contracts of less than one year, returns shall be submitted monthly.
10. It will be entirely the responsibility of the Contractor/his Supervisor/representative to ensure strict adherence to all HSE measures and statutory rules during operation in OIL's installations and safety of workers engaged by him. The crew members will not refuse to follow any instruction given by company's Installation Manager / Safety Officer / Engineer / Official / Supervisor/Junior Engineer for safe operation.
11. Any compensation arising out of the job carried out by the Contractor whether related to pollution, Safety or

Health will be paid by the contractor only.

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

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

14. The contractor has to keep a register of the persons employed by him/her. The contractor's supervisor shall take and maintain attendance of his men every day for the work, punctually.

15. If the company arranges any safety class / training for the working personnel at site (company employee, contractor worker, etc) the contractor will not have any objection to any such training.

16. The health check up of contractor's personnel is to be done by the contractor in authorized Health Centers as per OIL's requirement & proof of such test(s) is to be submitted to OIL. The frequency of periodic medical examinations should be every five years for the employees below 45 years of age and every three years for employees of 45 years of age and above.

17. To arrange daily tool box meeting and regular site safety meetings and maintain records.

18. Records of daily attendance, accident report etc. are to be maintained in Form B, E, J (as per Mines Rules 1955) by the contractor.

19. A contractor employee must, while at work, take reasonable care for the health and safety of people who are at the employee's place of work and who may be affected by the employee's act or omissions at work.

20. A contractor employee must, while at work, cooperate with his or her employer or other persons as far as is necessary to enable compliance with any requirement under the act or the regulations that is imposed in the interest of health, safety and welfare of the employee or any other person.

21. Contractor's arrangements for health and safety management shall be consistent with those for the mine owner.

22. In case Contractor is found non-compliant of HSE laws as required company will have the right for directing the contractor to take action to comply with the requirements, and for further non-compliance, the contractor will be penalized prevailing relevant Acts/Rules/Regulations.

23. When there is a significant risk to health, environment or safety of a person or place arising because of a non-compliance of HSE measures Company will have the right to direct the contractor to cease work until the non-compliance is corrected.

24. The contractor should prevent the frequent change of his contractual employees as far as practicable.

25. The contractor should frame a mutually agreed bridging document between OIL & the contractor with roles and responsibilities clearly defined.

26. For any HSE matters not specified in the contract document, the contractor will abide the relevant and prevailing Acts/rules/regulations/ pertaining to Health, Safety and Environment.

EXHIBIT - I

QUALIFICATION, BIO-DATA, EXPERIENCE OF CONTRACTOR#S PERSONNELS
(TO BE PROVIDED BY CONTRACTOR)

EXHIBIT - II

SERVICES, EQUIPMENT AND FACILITIES
TO BE FURNISHED BY OIL OR CONTRACTOR

COMPANY: OIL INDIA LIMITED

CONTRACTOR : M/s. _____

- SI
- No. ITEMS RESPONSIBILITY OF AT THE COST OF
COMPANY CONTRACTOR COMPANY CONTRACTOR
1. TRANSPORTATION OF CONTRACTOR'S PERSONNEL (TO AND FRO) THEIR BASE AT DULIAJAN X X
 2. TRANSPORTATION OF CONTRACTOR'S PERSONNEL FROM THEIR BASE TO WELL SITE & BACK
X
X
 3. TO OBTAIN RESTRICTED AREA PERMIT / ASSAM ENTRY PERMIT / INNER LINE PERMIT FOR
CONTRACTOR#S PERSONNEL X X
 4. TRANSPORT OF OIL'S PERSONNEL / MATERIALS X X
 5. DAY TO DAY OPERATION AND MAINTENANCE OF RIG MACHINERIES /PUMP/MUD PLANT/WATER
SUPPLY/ ELECTRICITY SUPPLY/FIRE TENDER EQUIPMENT X X
 6. MAINTENANCE / REPAIRING OF RIG EQUIPMENT AT YARD/WORKSHOP X X
 7. PLINTH PREPARATION X X
 8. PLINTH MAINTENANCE WITH COMPANY#S MATERIALS X X
 9. APPROACH ROAD / PREPARATION / MAINTENANCE X X
 10. TRANSPORTATION OF CONSUMABLES SPARES / EQUIPMENT / TOOLS FROM COMPANY'S YARD
BASE AS PER COMPANY'S INSTRUCTION X X
 11. ASSEMBLING OF RIG EQUIPMENT X X
 12. RIG OPERATION X X
 13. RIG DISMANTLING X X
 14. RIG COMPONENT INTERLOCATION TRANSPORTATION X X
 15. TRANSPORTATION OF STRUCTURAL MAST, HEAVY MATERIALS FROM BASE / LOCATION X X
 16. RIG UP / RIG DOWN OF DERRICK STRUCTURAL MAST/SUBSTRUCTURE TANKAGES ETC. X X
 17. SUPPLY OF RIG AND OTHER RIG ACCESSORIES AND HEAVY CONSUMABLES X X
 18. SUPPLY OF SPARES FOR RIG MACHINERY#S / WATER SUPPLY / ELECTRIC SUPPLY / MUD PLANT X
X
 19. SUPPLY OF FUEL / POL X X
 20. MAINTENANCE OF COMPANY'S CRANE / PIPE LAYER ATTACHED TO THE RIG X X
 21. SUPPLY OF ADDITIONAL SEMISKILLED MANPOWER (MAN / MONTH OR MAN / DAY) X X
 22. SUPPLY OF ADDITIONAL UNSKILLED MANPOWER (MAN/MONTH & MAN/DAY) X X
 23. CONTRACTOR'S OFFICE AT WELL SITE AS PER COMPANY'S STANDARD. X X
 24. TELEPHONE (COMPANY) IN THE COMPANY#S INSTALLATION. X X
 25. EVACUATION OF PATIENT FROM HOSPITAL X X
 26. SUPPLY OF FIRE EQUIPMENT X X

- 27. SUPPLY OF SAFETY GEAR FOR CONTRACTOR OPERATING AND MAINTENANCE PERSONNEL. X X
- 28. SECURITY SERVICES X X
- 29. POLLUTION CONTROL X X
- 30. SAMPLE CATCHING, GAS LOGGING AT COMPANY'S INSTRUCTION X X
- 31. MUD LOADING / CHEMICAL LOADING AT COMPANY'S INSTRUCTION X X
- 32. CHECKING / RECORD KEEPING OR MUD PARAMETERS AT COMPANY'S UNSTRUCTION X X
- 33. ARRANGING FOR DESPACTCH OF COMPANY MATERIAL (GATE PASS, DELIVERY NOTE & REQUISTION ONLY) FROM OIL INSTALLATION TO WELL SITE. X X
- 34. COLLECTION AND CARRYING OF MATERIAL FROM COMPANY STORE/LOCATION AS PER COMPANY REPRESENTATIVES ADVICE TO WELLSITE X X
- 35. DRILL PIPE / TUBULARS INSPECTION SERVICE X X
- 36. REQUISITION, GATE PASS, DELIVERY NOTE ETC. FOR COLLECTION AND DESPACTCH OF COMPANY MATERIAL TO WELL SITE X X
- 37. HOUSE KEEPING AT WELL SITE / COMPANY'S OFFICE/ LABORATORY X X

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

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.

A. BID REJECTION CRITERIA (BRC):

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

TECHNICAL:

Bidders must meet the following criteria:

1.0 The bidder must have a minimum of 2(two) years experience for providing man-management services by themselves or of their collaborators for operating deep drilling rig or operating drilling rigs under charter hire in/to OIL/ONGC or any other oil company in India during last 5 (five) years ending 31.03.2010.

1.1 Bidder must submit the following information along with documentary evidence in support of their bid (in case of collaboration / JVC, the documents must be submitted in respect of all the partners / collaborators).

- a) Proof of experience in Drilling
- b) Current areas of operation
- c) Areas where worked
- d) Companies with whom worked

2.0 The bidder who does not have their own experience in drilling but intends to bid on the strength of collaborators /joint venture partner must have experience of handling at least one project in any oil field services with a magnitude of Rs. 2.0 crores in the last 5 years ending 31.03.2009. Documentary evidence to that effect is to be submitted. The collaborators /Joint Venture Partners (On whose strength the bidder is making the bid) however must meet the criteria spelt out in Para 1.0 above.

2.1. The joint venture partnership / collaboration should be through a properly executed MOU and same should be valid for the entire duration of the contract. Collaborator/ JV Partner shall have to provide the manpower and services if and when required by OIL by carrying out the operations as per provision of the contract. An

undertaking by both the parties to this effect is to be submitted along with the bid.

2.2 Collaboration / Joint Venture Partnership with a firm who submit offer as independent bidder against this tender will not be acceptable.

3.0 The bidder must have their own P.F. Code No.

4.0 The bidder must confirm the following in their bid :

- a) Experience & Qualification of personnel as per clause 2.0 of section IV.
- b) To provide full services as laid down in Section IV of tender document.
- c) Acceptance of all the terms and conditions as laid down in the Tender

B. COMMERCIAL :

2.1 The bids are to be submitted in a single stage 2(two) bid system i.e. Technical bid (un-priced) and Commercial bid (priced) in separate sealed envelopes submitted together. Both the bids should be identical except that only the Commercial bid should contain the quoted prices. Technical bid must not contain the prices. Complete Bid will be summarily rejected if the Technical Bid contains the prices.

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

2.3 Bid security shall be furnished as a part of Technical bid. The amount of bid security should be as specified in the Forwarding letter. Any bid not accompanied by a proper bid security will be rejected.

2.4 Performance Security Deposit will be Non-interest bearing @7.5% of 1 year Contract Value. There will be no Retention Money.

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

2.6 The bid documents are not transferable. Bids made by parties who have not purchased the Bid Documents from the Company will be rejected.

2.7 Any bid received in the form of Telex/Cable/Fax/email will not be accepted.

2.8 Bids shall be typed or written in indelible ink. The original bid shall be signed by the bidder or his authorised representative on all pages failing which the bid may be rejected.

2.9 Bids shall contain no interlineation, erasures or overwriting except as necessary to correct the errors made by bidder, in which case such corrections shall be initialed 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.

2.10 Any bid containing false statement(s) will be rejected.

2.11 Bidders must quote clearly and strictly in accordance with the Price Schedule (Section VI), otherwise the bid will be summarily rejected.

2.12 Bidder must accept and comply with the following clauses as given in the bidding document in toto failing which offer will be rejected #

- a) Performance Guarantee Bond clause.
- b) Force Majeure clause.
- c) Tax liabilities clause.
- d) Arbitration Clause.

- e) Acceptance of Jurisdiction and Applicable Law.
- f) Liquidated damage cum penalty clause.
- g) Validity of the Bid.
- h) Mobilisation time.

C. GENERAL

3.1 Proforma I - The compliance statement should be duly filled up. In case Bidder takes exception to any clause of bidding document not covered under BEC/BRC, then the Company has the discretion to load or reject the offer on account of such exception, if the Bidder does not withdraw/ modify the deviation when/as advised by Company. The loading so done by the Company will be final and binding on the Bidders. No deviation will however, be accepted in the clauses covered under BRC.

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

3.3 OIL shall enter in to an Integrity Pact with the bidders as per Annexure enclosed. Each page of this Integrity Pact has to be signed by the bidder and returned along with the technical bid. Bid not accompanied with the Integrity Pact duly signed will be rejected outright.

3.4 In case, any of the clauses in the BRC contradict with other clauses of bidding document elsewhere, then the clauses in the BRC shall prevail.

D. BID EVALUATION CRITERIA:

1.0 The bids conforming to the technical specifications, terms and conditions stipulated in the bid documents and considered to be responsive after subjecting to the Bid rejection criteria will be considered for further evaluation as per the Bid evaluation criteria given below:

Comparison of offers will be done on total evaluated cost for two years period on the basis of quoted rates as per price format, which will be as under:

Total evaluated cost for two years period for comparison purpose

$$T = (A \times 7) + (B \times 630) + (C \times 300) + D + E$$

Where,

T = Total estimated cost

A = Drill site change rate

B = Operating Day rate

C = Day rate for Utility Services

D = Mobilisation charge (Lumps)

E = One time re-mobilisation charge

$$\text{Effective Day Rate} = T/730$$

Note: The rate for utility services is considered for 300 days only for evaluation purpose. However, the payment will be made on actual.

INTEGRITY PACT

Between

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

And

(Nameofthebidder).....hereinafter referred to as "The Bidder/Contractor"

Preamble :

The Principal intends to award, under laid down organizational procedures,contract/sfor ----- . The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

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

Section 1 - Commitments of the Principal

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

1. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.

2. The Principal will, during the tender process treat all Bidders with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.

3. The Principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a Page 2 of 6 substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Page 2 or 6

Section 2 - Commitments of the Bidder/Contractor

(1) The Bidder/Contractor commits itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

1. The Bidder/Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which h e/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

2. The Bidder/Contractor will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, Subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.

3. The Bidder/Contractor will not commit any offence under the relevant Anticorruption Laws of India; further the Bidder/Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

4. The Bidder/Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

(2) The Bidder/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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

Page 3 of 6

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

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

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

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

Section 4 - Compensation for Damages

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

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

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

or the liquidated damages, the Bidder/Contractor shall compensate the Principal only to the extent of the damage in the amount proved.

Page 4 of 6

Section 5 - Previous transgression

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

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

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

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

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

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

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

Page 5 of 6

3. The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality.
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the

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.: DCO8360P11/BD

To
 HEAD-CONTRACTS
 Oil India Limited
 DULIAJAN

SUB:SAFETY MEASURES
Tender No : DCO8360P11/BD

Description of work/service :

HIRING OF MAN MANAGEMENT SERVICES
 FOR OPERATIONAND MAINTENANCEOF
 1(ONE) OIL'S DRILLING RIG

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