

OIL INDIA LIMITED
(A Govt. of India Enterprise)

RAJASTHAN PROJECT
12, OLD RESIDENCY ROAD
JODHPUR – 342011
RAJASTHAN, INDIA

FAX : 0291-2431689

E-mail: oilmaterial@satvam.net.in

To,

M/s.
.....
.....

Document Serial No.
Money Receipt No.
Tender Fee	Rs.8,100.00
Signature of issuing officer

Dear Sirs,

FORWARDING LETTER

Tender No. : JCO 5737 P08

Dear Sirs,

Sub : Man-management Services for Operation and Maintenance of Drilling Rig

- 1.0 Rajasthan Project of Oil India Limited (OIL), a Govt. of India Enterprise, is engaged in Exploration and Production of Natural Gas from the Jaisalmer Basin and Heavy Oil (crude) from Bikaner-Nagaur Basins of Western Rajasthan, India. The Project office at Jodhpur, Rajasthan is well connected by Air, Rail and Road.
- 2.0 In connection with its operations in Rajasthan, OIL invites sealed Bids from competent and reputed Indian Firms only, for HIRING OF MAN-MANAGEMENT SERVICES FOR OPERATION AND MAINTENANCE OF ITS ONE NUMBER DRILLING RIG. One complete set of bid document covering OIL's tender for hiring of above services is enclosed herewith. You are requested to send your most competitive bid well before the scheduled bid closing date and time. For your ready reference, few salient points (covered in details in this Bid document) are high-lighted below :
- (i) TENDER NO. : JCO 5737 P08 dated 03.07.2007
- (ii) TYPE OF BID : **Single stage – Two bid**
- (iii) BID CLOSING DATE & TIME : **10th August, 2007 (15:00 hrs IST)**
- (iv) TECHNICAL BID OPENING DATE & TIME : **10th August, 2007 (15:15 hrs IST)**
- (v) COMMERCIAL BID OPENING DATE & TIME : Will be intimated to the qualified bidders nearer the time.

- (vi) BID SUBMISSION PLACE : OIL INDIA LIMITED
12, Old Residency Road
Jodhpur – 342011
RAJASTHAN (INDIA)
- (vii) BID OPENING PLACE : General Manager's Office at Jodhpur
- (viii) BID SECURITY AMOUNT : Rs. 4,60,000.00
- (ix) AMOUNT OF PERFORMANCE GUARANTEE : 10% of the estimated contract value.
- (x) MOBILISATION TIME : 45 Days from the date of Letter of Intent (LOI)
However, OIL prefer for 30 days mobilization time.
- (xi) QUANTUM OF LIQUIDATED DAMAGE FOR DEFAULT IN TIMELY MOBILISATION : 0.5% of the total estimated contract value per week or part thereof subject to maximum of 7.5%
considering 45 days mobilization time.
- (xii) DURATION OF CONTRACT : 01 year with provision for extension by another one year or less at same rates, terms & conditions.

3.0 OIL now looks forward to receiving your valued offer and active participation against the tender.

Thanking you,

Yours faithfully,
OIL INDIA LIMITED

(P. DAS)
CHIEF MANAGER (M & C)
FOR GENERAL MANAGER (RP)

SECTION – I

INVITATION FOR BIDS

- 1.0 Oil India Limited (OIL) invites Competitive Bids **under Single Stage Two Bid System** from reputed and eligible Indian bidders only for the services detailed herein under, for its RAJASTNAN PROJECT.
- 1.1 Tender No. : JCO 5737 P08 dated 03.07.2007
- 1.2 Tender Fee : Rs. 8,100.00
- 1.2 Bid Closing Date : 10th August, 2007
& Time : (15:00 Hrs. ITS)
- 1.3 Bid Security : Rs. 4,60,000.00
- 2.0 Description of Service : Hiring of Man-Management Services for operation and maintenance of one number (Company owned) 1000 HP Mobile Diesel Electrical Drilling Rig for an initial period of one (01) years and extendable by another one year or less at the same rates, terms and conditions.
- 3.0 Non-transferable bid document can be obtained from any of the following offices of OIL on application and payment of non-refundable tender fee (except PSU and SSI Units) as indicated above through crossed demand draft drawn in favour of Oil India Limited and made payable at Jodhpur/Kolkata/New Delhi (same as the place of purchase). Tender document will be on sale from 9th July, 2007 till one day prior to scheduled Bid Closing Date.
- | | | |
|---|--|--|
| General Manager(RP)
Oil India Ltd
12, Old Residency Road
Jodhpur- 342011 | Sr.Advisor(C&P)
Oil India Limited
Plot No. 19, Sector – 16A
Noida – 201 301 | HEAD (Kolkata Branch)
Oil India Limited
4, India Exchange Place
Kolkata- 700001 |
|---|--|--|
- 4.0 OIL reserves the right to refuse issue of tender document even on payment of tender fee to such parties, about whose competence OIL is not satisfied. Company's decision in this regard shall be final.
- 5.0 OIL reserves the right to reject any/all bids and cancel the tender without assigning any reason whatsoever.

-: Please visit us at www.oilindia.in:-

(END OF SECTION – I)

SECTION – II

INSTRUCTIONS TO BIDDERS

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

A. BIDDING DOCUMENTS

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

(a) A forwarding letter highlighting the following points:

- (i) Oil India Limited 's Tender No.
- (ii) Bid closing date and time.
- (iii) Bid opening date, time and place.
- (iv) The amount of Bid Security.
- (v) The amount of performance guarantee.
- (vi) Quantum of liquidated damages for default in timely mobilization.

(b) Invitation for Bids (Section - I)

(c) Instructions to Bidders (Section - II)

(d) General Conditions of Contract (Section - III)

(e) Special Conditions of Contract (Section - IV)

(f) Scope of work / Terms of Reference (Section - V)

(g) Bid form & Schedule of Rates (Section - VI)

(h) The Bid Security Form (Section - VII)

(i) The Performance Security Form (Section - VIII)

(j) The Contract Form (Section - IX)

(k) Bid Evaluation Criteria/Bid Rejection Criteria(BEC/BRC)-(Section - X)

2.1 The bidder is expected to examine all instructions, forms, terms and specifications in the Bid Document. Failure to furnish all information required as per the Bid Document or submission of a bid not substantially responsive to the Bid Document in every respect will be at the Bidder's risk & responsibility and may result in rejection of their bid.

3.0 AMENDMENT OF BIDDING DOCUMENTS:

3.1 At any time prior to the deadline for submission of bids, the Company may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid Document through an Addendum.

3.2 The Addendum will be sent in writing or by Fax/E-mail/Courier/Post to all prospective Bidders to whom Company had issued the bid documents. The Company may, at its discretion, extend the deadline for bid submission, if the Bidders are expected to require additional time in which to take the Addendum into account in preparation of their bid or for any other reason.

B. PREPARATION OF BIDS

4.0 LANGUAGE OF BIDS:

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

5.0 DOCUMENTS COMPRISING THE BID:

5.1 The bid submitted by the Bidder must be under single stage two bid system and shall comprise of the following components:

I. TECHNICAL BID

- (i) Complete technical details of the services and equipment specifications with catalogue etc., if any.
- (ii) Details of manpower proposed to be deployed by the bidder with their complete bio-data.
- (iii) Documentary evidence established in accordance with Para 8.0 below.
- (iv) Bid Security furnished in accordance with Para 9.0 below.
- (v) Statement of compliance as per **Proforma – I** of Section – X .

II. COMMERCIAL (PRICED) BID

- (i) Bid Form & Schedule of rates as per Section–VI and **Proforma–II & Proforma-III** of Section – X.

6.0 BID FORM:

6.1 The bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the Bid Document vide Section - VI.

7.0 BID PRICE:

7.1 Unit prices must be quoted both in words and in figures in Indian Rupees only.

7.2 Price quoted by the Successful Bidder must remain firm during its performance of the Contract and is not subject to variation on any account.

7.3 All duties and taxes including Customs Duty (if any), corporate income taxes, Service tax and other levies payable by the Contractor under the Contract for which this Bid Document is being issued, shall be included in the rates, prices and total Bid Price submitted by the bidder. Evaluation and comparison of bids shall be made accordingly. For example, personal taxes and/or any corporate taxes arising out of the profits on the contract as per rules of the country shall be borne by the bidder.

8.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:

8.1 These are listed in Bid Rejection Criteria vide Section – X.

9.0 BID SECURITY:

9.1 Pursuant to Para 5.0 above, the Bidder shall furnish as part of its Technical bid, Bid Security in the amount as specified in the "Forwarding Letter".

- 9.2 The Bid Security is required to protect the Company against the risk of Bidder's conduct, which would warrant the security's forfeiture, pursuant to sub-para 9.7 below.
- 9.3 The Bid Security shall be denominated in the currency of the bid or another freely convertible currency, and shall be in the form of a bank guarantee issued by a scheduled Indian Bank or a foreign bank through its Indian branch in the form provided in the Bid Document and valid for 60 days beyond the validity of the bid. The bank guarantee should be so endorsed that it can be invoked at the issuing bank's branch located at Jodhpur (Rajasthan) or alternatively at Delhi (India).
- 9.4 Any Bid not secured in accordance with above-mentioned subparagraphs 9.1 to 9.3 will be rejected by Company as non-responsive. However, Public Sector undertakings (central or state) are exempted from submission of bid security. Parties registered with Government Departments are not exempted from submission of bid security against this tender.
- 9.5 Unsuccessful Bidder's Bid Security will be discharged and/or returned within 30 days of expiry of the period of bid validity.
- 9.6 Successful Bidder's Bid Security will be discharged upon the Bidder's signing of the contract and furnishing the performance security.
- 9.7 The Bid Security will be forfeited:
- (a) If any Bidder withdraws their bid during the period of bid validity (including any subsequent extension) specified by the Bidder on the Bid Form, or
 - (b) If a Successful Bidder fails:
 - i) To sign the contract within reasonable time and within the period of bid validity, and /or,
 - ii) To furnish Performance Security.

NOTE : Public Sector Undertakings and Small Scale Units registered with NSIC/Directorate of Industries are exempted from submitting bid securities against this tender.

10.0 PERIOD OF VALIDITY OF BIDS:

- 10.1 Bids shall remain valid for 120 days after the date of bid opening prescribed by the Company.
- 10.2 In exceptional circumstances, the Company may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing (or by Fax or E-mail). A Bidder may refuse the request without forfeiting their Bid Security. A Bidder granting the request will neither be required nor permitted to modify their bid but shall arrange suitable validity extension of their bid security provided under para 9.0 above.

11.0 FORMAT AND SIGNING OF BID:

- 11.1 The Bidder shall prepare three copies of the bid clearly marking original "ORIGINAL" and rest "COPY". In the event of any discrepancy between them, the original shall prevail.
- 11.2 The original and all copies of the bid shall be typed or written in indelible inks and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. The letter of authorization shall be indicated by written power of attorney accompanying the bid. The person or persons signing the bid shall initial all pages of the bid, except for unamended printed literature.

11.3 The bid should contain no interlineation, white fluid erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such correction shall be initialed by the person(s) signing the bid. Any bid not meeting this requirement shall be liable for rejection.

C. SUBMISSION OF BIDS:

12.0 SEALING AND MARKING OF BIDS:

12.1 The tender is being processed according to a single stage - Two bid procedure. Offers should be submitted in two parts viz. Technical bid and Commercial (Priced) bid each in triplicate (One original and 2 copies).

12.2 The Bidder shall seal the original and each copy of the bid duly marking as "ORIGINAL" and "COPY".

12.3 The cover containing the Technical Bid (Original and 2 copies) should be in one sealed cover bearing the following on the right hand top corner.

- (i) Envelope No.1 Technical bid
- (ii) Tender No. : -----
- (iii) Bid closing date : -----
- (iv) Bidder's name : -----

12.4 The cover containing the Commercial (Priced) Bid (Original and 2 copies) should be in a separate sealed cover bearing the following on the right hand top corner.

- (i) Envelope No.2 Commercial (Priced) bid
- (ii) Tender No. : -----
- (iii) Bid closing date : -----
- (iv) Bidder's name : -----

12.5 The above mentioned two separate covers containing Technical and Commercial (Priced) bids should then be put together in another envelope bearing the following details on the top and the envelope should be addressed to OIL as mentioned in the “ Forwarding Letter”.

- (i) Tender No. : -----
- (ii) Bid closing date : -----
- (iii) Bidder's name : -----

12.6 The offer should contain complete terms and conditions, details of services and equipment/accessories offered, if any. The Bid Security mentioned in para 9.0 should be enclosed with the Technical Bid. **The price Schedule should not be put in the envelope containing the Technical Bid.**

12.7 All the conditions of the contract to be made with the successful bidder are given in various Sections of this document. Bidders are requested to state their compliance/ non-compliance to each clause as per **PROFORMA – I** of Section – X. This should be enclosed with the technical bid.

12.8 Timely delivery of the bids is the responsibility of the Bidders. Bidders should send their bids as far as possible by Registered Post or by Courier Services. Company shall not be responsible for any postal delay/ transit loss.

12.9 Cable/ Fax/E-mail/ Telephonic offers will not be accepted.

13.0 DEADLINE FOR SUBMISSION OF BIDS :

13.1 Bids must be received by the Company at the address specified in the Forwarding Letter not later than 15:00 Hrs. (Indian Standard Time) on the bid closing date mentioned in the letter.

13.0 LATE BIDS:

13.1 Any Bid received by the Company after the deadline for submission of bids prescribed by the Company shall be rejected.

14.0 MODIFICATION AND WITHDRAWAL OF BIDS :

14.1 The Bidder, after submission of bid, may modify or withdraw its bid by written notice prior to bid closing.

14.2 The Bidder's modification or withdrawal notice shall be prepared sealed, marked and despatched in accordance with the provisions of para 12.0. A withdrawal notice may also be sent by fax but followed by a signed confirmation copy, postmarked not later than the deadline for submission of bids.

14.3 No bid can be modified subsequent to the deadline for submission of bids.

14.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiry of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval shall result in the Bidder's forfeiture of its Bid Security.

15.0 BID OPENING AND EVALUATION

15.1 Company will open the Bids, in the presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Forwarding Letter. However, the Bidder's representative must produce an authorized letter from the bidder at the time of opening of tenders. Unless this letter is presented, the representative will not be allowed to attend the opening of tenders. The Bidders' representatives who are allowed to attend the bid opening shall sign in a register evidencing their attendance. Only one representative against each bid will be allowed to attend.

15.2 Bid (if any) for which an acceptable notice of withdrawal has been received pursuant to para 14.0 shall not be opened. On opening the remaining bids Company will examine them to determine whether the same are complete, requisite Bid Securities have been furnished, documents have been properly signed and the bids are generally in order.

15.3 At bid opening, Company will announce the Bidders' names, written notifications of bid modifications or withdrawal, if any, furnishing of requisite Bid Security, and such other details as the Company may consider appropriate.

15.4 Company shall prepare, for its own records, minutes of bid opening including the information disclosed to those present.

15.5 To facilitate examination, evaluation and comparison of bids the Company may, at its discretion, ask the Bidder for clarifications of its bid. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

- 15.6 Prior to detailed evaluation, the Company will determine the substantial responsiveness of each bid to the Bidding Document. For purpose of these paragraphs, a substantially responsive bid is one which conforms to all the terms and conditions of the Bidding Document without material deviations. The Company's determination of bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.
- 15.7 A Bid determined as not substantially responsive will be rejected by the Company and can not subsequently be made responsive by the Bidder through correction of the non-conformity.
- 15.8 The Company may waive minor informality or nonconformity or irregularity on a bid that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.
- 16.0 OPENING OF COMMERCIAL (PRICED) BIDS
- 16.1 Company will open the Commercial Bids of the technically qualified Bidders on a specific date in presence of interested qualified bidders. Bidders will be intimated about the bid opening date in advance.
- 16.2 The Company will examine the Priced Bids to determine whether they are complete, any computational errors have been made, required sureties have been furnished, the documents have been properly signed, and the bids are generally in order.
- 16.3 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price (that is obtained by multiplying the unit price and quantity) the unit price shall prevail and the total price shall be corrected accordingly. If any Bidder does not accept the correction of the errors, his bid will be rejected. If there is a discrepancy between words, and figures, the amount in words will prevail.
- 17.0 EVALUATION AND COMPARISON OF BIDS :
- 17.1 The Company will evaluate and compare the bids as per Bid Evaluation Criteria (section-X) of the tender document.
- 18.0 CONTACTING THE COMPANY :
- 18.1 Except as otherwise provided in para 14.0 above, no Bidder shall contact Company on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded except as required by Company vide para 15.5.
- 18.2 An effort by a Bidder to influence the Company in the Company's bid evaluation, bid comparison or Contract award decisions may result in rejection of their bid.
- D. AWARD OF CONTRACT**
- 19.0 AWARD CRITERIA:
- 19.1 The Company will award the Contract to the Contractor whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.
- 20.0 COMPANY'S RIGHT TO ACCEPT OR REJECT ANY BID:
- 20.1 Company reserves the right to accept any bid and to reject any or all bids.

21.0 NOTIFICATION OF AWARD:

21.1 Prior to expiry of the period of bid validity or extended validity, the Company will notify the successful Bidder in writing by registered letter or by fax (to be confirmed in writing by registered / courier letter) that his bid has been accepted.

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

22.0 SIGNING OF CONTRACT:

22.1 At the same time as the Company notifies the successful Bidder that his Bid has been accepted, the Company will either invite the bidder for signing of the agreement or send the Contract Form provided in the bidding document. The form will be accompanied by the General & Special Conditions of Contract, scope of works, schedules of rates and all other relevant documents.

22.2 Within 15 days of receipt of the final contract document, the successful Bidder shall sign and date the contract and return the same to the Company.

23.0 PERFORMANCE SECURITY :

23.1 Within 30 days of receipt of notification of award from the Company, the successful Bidder shall furnish the performance security for an amount specified in the Forwarding Letter in the performance Security Form as provided in the Bidding Document or in any other form acceptable to the Company from a Bank located in India. The performance security shall be payable to Company as compensation for any loss resulting from Contractor's failure to fulfill its obligations under the Contract.

23.2 The performance security specified above must be valid for four (04) months beyond the expiry date of the contract to cover the warranty obligations indicated in para 10.0 of Section - IV hereof and to lodge claim, if any. The same will be discharged by Company not later than 30 days following its expiry. In the event of extension of contract, subsequent to expiry of validity of the original contract period, Contractor shall have to enhance the value of the performance security to cover 10% of the contract value for the extended period and also to extend the validity of the performance security accordingly.

23.3 Failure of the successful bidder to comply with the requirements of para 22.1 to 23.1 above shall constitute sufficient grounds for annulment of the award and forfeiture of the Bid Security. In such an event, the Company may award the contract to the next evaluated Bidder or call for new bid or negotiate with the next lowest bidder as the case may be.

24.0 PAYMENT OF MOBILIZATION ADVANCE :

24.1 Request for advance payment shall not be normally considered, however, depending on the merit and at the discretion of the Company, advance against mobilization charges may be given at an interest rate of 1% above the prevailing lending cash credit rate of SBI compounding at quarterly rest from the date of payment of the advance till recovery/refund.

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

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

(END OF SECTION – II)

SECTION – III

GENERAL TERMS AND CONDITIONS

1.0 DEFINITIONS :

Following terms and expressions shall have the meaning hereby assigned to them unless the context otherwise requires:

- 1.1 'Contract' means the terms and conditions contained in the document entitled 'Man-Management Services for Operation and Maintenance of Drilling Rig' and the attached exhibits. In the event of any conflict between the text of the contract and the exhibits, the text of the Contract shall have precedence over the exhibits.
- 1.2 'Contractor' means the individual or firm or body incorporated performing the work under this contract.
- 1.3 'Company' means OIL INDIA LIMITED (OIL) and its executors, successors, administrators and assignees.
- 1.4 The 'Work' means each and every activities required for the successful performance of the services described under this contract.
- 1.5 'Operating Area' means those areas on-shore in India in which company or its affiliated company may from time to time be entitled to execute such services/operations.
- 1.6 'Site' means the land and other places, on, under, in or through which the works are to be executed by the Contractor and any other land and places provided by the Company for working space or any other purpose as designated hereinafter as forming part of the Site.
- 1.7 'Contract Price' means the price payable to the Contractor under the contract for the full and proper performance of its contractual obligations.
- 1.8 'Company's Items' means the equipment, materials and services which are to be provided by Company/Contractor at the expense of Company.
- 1.9 'Contractor's Items' means the equipment, materials and services which are to be provided by Contractor/Company at the expense of the Contractor.
- 1.10 'Commencement Date' means the date on which the first well is spudded in or the contractor takes charge of the drilling rig from Company.
- 1.11 'Contractor's personnel' means the personnel as required to be provided by Contractor from time to time for execution of this contract.
- 1.12 'Company Representative' means the person or persons appointed and approved in writing from time to time by the Company to act on its behalf for overall co-ordination and project management at site.
- 1.13 "Gross Negligence" as used in this contract shall mean "willful and wanton disregard for harmful, avoidable and foreseeable consequence".
- 1.14 'Rig up' means receiving, un-loading and proper placement of materials/equipment/consumables in new location (location at which drilling of next well is planned). Placement/alignment of all tanks, Power packs, PCRs and all pumps and their hooking up, substructures, fixing and rigging up mast, substructure after complete assembling and to make the rig and its accessories positioned and ready for spud in the well after drilling mouse hole and rat hole. In case, Company decides to drill mouse hole and rat hole after spudding of the well then the "Stand-by" day rate will be payable for the time required for drilling mouse hole and rat hole.

- 1.15 'Rig down' means lowering and disassembling of mast, all pumps, tankages, all lines, Power packs, PCRs, substructure and loading them to the vehicles for shifting the same together with all other fittings, accessories and consumables to next drilling location.
- 1.16 'Preventive Maintenance' means the lubrication and routine check-up jobs for rig equipment. For this purpose, the periodic maintenance inspection sheets will be provided by the Company. This includes greasing the draw-works, swivel etc. and other rotating parts.
- 1.17 **Base/Site Camp** : - The Contractor has to set up/provide camp and arrange accommodation for both Company and Contractor personnel near the site. 'Base Camp' means the camp accommodation where Contractor and Company personnel shall reside for carrying out the operations. Company will not assume any responsibility towards setting up, maintenance and providing facilities at base camp. Contractor will have to provide air-conditioned accommodation at base camp for sixteen (16) executives and twenty one (21) non-executive personnel of Company which includes personnel for various services to be provided by Company. Out of these executive accommodations, one will be for the Company Representative (single seated with attached bath and toilet) and the rest will be two seater with attached bath and toilet. The non-executive accommodations will be four seater bunk houses. Requisite number of bunkhouse/camp facilities including camp site dispensary/hospital and kitchen, dining etc. are to be provided by the Contractor. The camp shall be well maintained with proper recreation facilities, linen etc. at Contractor's cost.
- 1.18 **Base Office**:- The Contractor shall have a base office at Jodhpur to be manned by competent Area Manager, who shall act for and on behalf of the Contractor in all matters relating to Contractor's obligations under the Contract.
- 2.0 EFFECTIVE DATE AND DURATION OF CONTRACT :
- 2.1 The Contract shall become effective as of the date the company notifies the successful bidder that they have been awarded the Contract and it shall remain in force for a period of one year (as specified in the Forwarding Letter) from the date of commencement. The Contract may be extended for another one year or lesser period at the discretion of Company at the same rates, terms and conditions.
- 2.2 Subsequent extension of the Contract will be on rates, terms and conditions to be mutually agreed upon between the parties.
- 3.0 CONTRACTOR'S PERSONNEL :
- 3.1 Contractor's Personnel - Contractor warrants that it shall provide all manpower for the necessary operations, supervision and execution of all works under this Contract to Company's satisfaction. The personnel to be deployed by the Contractor must be competent, qualified and sufficiently experienced to perform the works correctly and efficiently except where otherwise stated.
- 3.2 Except as otherwise hereinafter provided, the selection, replacement and remuneration of Contractor's personnel shall be determined by Contractor. Such employees shall be the employees solely of Contractor. Contractor shall ensure that its personnel will be competent and efficient. However, the Contractor shall provide details of experience, and other relevant data of the personnel to be deployed for scrutiny and clearance by the Company before the actual deployment. The contractor shall not deploy its personnel unless cleared by the Company.
- 3.3 Replacement of Contractor's Personnel- Contractor will immediately remove and replace any of the Contractor's personnel, who in the opinion of Company, is incompetent, or negligent or of unacceptable behaviour or whose employment is otherwise considered by Company to be undesirable.

4.0 CONTRACTOR'S GENERAL OBLIGATIONS :

- 4.1 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. Company is authorised to designate its representative, who shall at all time have access to the related equipment, 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 site as being in-charge of all Company's and Company designated personnel at site. The Company's representative may, amongst other duties, observe, test, check and control implementation of work- programmes, equipment and stock, inspect works performed by Contractor or examine records kept at site by Contractor.
- 4.2 Compliance with Company's Instructions: - Contractor shall comply with all instructions of Company consistent with the provision of this Contract and perform the works described in the Terms of reference/Scope of Work.
- 4.3 Except as otherwise provided in the Terms of Reference/Scope of Work and the special conditions of contract, Contractor shall provide all labour and other personnel as required to perform the work.
- 4.4 Contractor shall 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 successful and timely completion of the work.
- 4.5 Contractor shall be deemed to have satisfied itself before submitting its bid as to the correctness and sufficiency of its bid for the services required and of the rates and prices quoted, which rates and prices shall, except insofar as otherwise provided herein, cover all its obligations under the contract.
- 4.6 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.

5.0 COMPANY'S GENERAL OBLIGATIONS :

- 5.1 Company shall, in accordance with and subject to the terms and conditions of the Contract, pay Contractor for its full and proper performance of obligations as per provision of this contract.
- 5.2 Allow Contractor access, subject to normal security and safety procedures, to all areas as required for orderly performance of the work.
- 5.3 Company shall provide all additional information/data of the field as and when required by the contractor for carrying out the services as per Scope of Work.
- 5.4 Ingress and Egress at Location: - Company shall provide Contractor requisite certificates for obtaining rights of ingress to/egress from the site, including any certificates required for permits or licences for the movement of Contractor's personnel. Should such permits/licences be delayed because of objections of appropriate authorities in respect of specific Contractor's persons such persons should be promptly removed from the list by the Contractor and replaced by acceptable persons.

6.0 LIQUIDATED DAMAGES FOR DEFAULT IN TIMELY MOBILISATION :

6.1 In the event of the Contractor's default in timely mobilization for commencement of operation within the stipulated period, the Contractor shall be liable to pay liquidated damages @ 0.5 % of the total value of the contract per week or part thereof of delay subject to maximum of 7.5%. Liquidated damages will be reckoned from the date of commencement as defined in the notice of award of the Contract.

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

7.0 PENALTY :

7.1 Provision for adequate manpower of required skill for carrying out all operations with due diligence, in a safe workmanlike manner and in accordance with accepted international oilfield practice is of the essence of this contract. Failure to man the operations with adequate number of persons as per the standard deployment pattern as set out in para 4.1 of Section-V will attract penalty at the following rates.

SRL. NO.	FAILURE	RATE OF PENALTY
1.	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 Tool Pusher and Area Manager per day per person in each occurrence.
2.	Failure to provide Electrical Engineer and Mechanical Engineer.	At the rate of 7.5% of the operating day rate for the period of non-availability of Electrical Engineer and Mechanical Engineer per day per Engineer in each occurrence.
3.	Failure to provide Driller	At the rate of 5% of the operating day rate for the period of non-availability of Driller per day in each occurrence.
4.	Failure to provide any other 12 hourly key personnel at drill site	At the rate of 3% of the operating day rate for the period of non-availability of each key personnel at drill site per day in each occurrence.
5.	Failure to provide Doctor	Rs. 1,000.00 per day
6.	Failure to provided any other personnel other than above but contractually required for smooth running of operation as per this contract.	At the rate of 2.5% of the operating day rate for the period of non-availability of each personnel at drill site per day in each occurrence.

- NOTE : 1. The above rates are applicable for the first five days of such non-availability of personnel. In case more than one person is not available at a time, penalties will be levied simultaneously at above rates for all non-available personnel.
2. Beyond 05 (five days), the penalty will be levied at double the rates mentioned above for each day of non-availability of each person.
3. Further, the Contractor will be paid ZERO RATE if operation is suspended for non-availability of personnel.

8.0 COMPANY'S RIGHT TO TAKE OVER :

In the event, the Company is justifiably dissatisfied with Contractor's performance during drilling of any well hereunder on account of unreasonably slow progress or incompetency, as a result of cause reasonably within the control of Contractor, the Company shall give written notice to the Contractor specifying the details of the cause of its dissatisfaction. Should the Contractor, fail or refuse to take remedial action within one (01) day of receipt of notice from Company, the Company shall have the right but not obligation to take over the specific operation(s), where the Contractor has failed to perform, till such time the Contractor commences remedial action(s). 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.

9.0 TERMINATION :

9.1 TERMINATION ON EXPIRY OF THE TERMS (DURATION)

The contract shall be deemed to have been automatically terminated on the expiry of duration of the contract or extension, if any, thereof.

9.2 TERMINATION ON ACCOUNT OF FORCE MAJEURE

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

9.3 TERMINATION ON ACCOUNT OF INSOLVENCY

In the event that the CONTRACTOR at any time during the term of the 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 right and privileges hereunder, shall stand terminated forthwith.

9.4 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 the CONTRACTOR in writing and specify in details the cause of the dissatisfaction. The Company shall have the option to terminate the Contract by giving fifteen (15) days notice in writing to the CONTRACTOR, if CONTRACTOR fails to comply with the requisitions contained in the said written notice issued by the Company.

9.5 TERMINATION DUE TO CHANGE OF OWNERSHIP & ASSIGNMENT :

In case the Contractor's rights and/or obligations under the Contract and/or the Contractor's rights, title and interest to the equipment/material, are transferred or assigned without the Company's consent, the Company may at its absolute discretion, terminate the Contract.

9.6 Notwithstanding any provisions contained herein to the contrary, the Contract may be terminated at any time by the Company by giving 30 (thirty) days written notice to the CONTRACTOR due to any other reason not covered under the above clauses and in the event of such termination the Company shall not be liable to pay any cost or damage to the CONTRACTOR except for payment then due to the Contractor for all services provided as per the Contract up to the date of termination.

9.7 CONSEQUENCES OF TERMINATION :

In all cases of termination herein set forth, the obligation of the Company to pay the Day Rate or any other charges, shall be limited to the period upto the date of termination. Notwithstanding the termination of the Contract, the parties shall continue to be bound by the provisions of the Contract that reasonably require some action or forbearance after such termination.

9.7.1 Upon termination of the Contract, CONTRACTOR shall return to Company all of Company's items, which are at the time in Contractor's possession.

9.7.2 In the event of termination of Contract, Company will issue Notice of termination of the contract with date or event after which the Contract will be terminated. The Contract shall then stand terminated and the CONTRACTOR shall demobilize their personnel and materials.

10.0 SETTLEMENT OF DISPUTES AND ARBITRATION:

10.1 All disputes or differences whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of the tender and contract or the breach thereof shall be settled by arbitration in accordance with the Rules of Indian Arbitration and Conciliation Act, 1996. The venue of arbitration will be Jodhpur, Rajasthan . The award made in pursuance thereof shall be binding on the parties.

11.0 FORCE MAJEURE :

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

11.2 Upon occurrence of such cause as well as upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing within Seventy Two (72) hours of the alleged beginning and ending thereof, giving full particulars and satisfactory evidence in support of its claim. If a force majeure situation arises, the Contractor shall however, continue to perform its obligations under the contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by force majeure event.

11.3 Should 'force majeure' condition as stated above occurs and should the same be notified within seventy two (72) hours after its occurrence, either party will have the right to terminate the contract with prior written notice if such "force majeure" condition continues beyond ten (10) days in succession. Should either party decide not to terminate the contract even under such condition, Force Majeure day rate shall apply for initial 10 days and no payment would apply after expiry of ten (10) days period unless otherwise agreed to.

11.4 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.

12.0 PAYMENT TERMS :

- 12.1 Company shall pay to the Contractor during the term of the Contract the amount due from time to time calculated according to the rates of payment set and in accordance with the provisions of this contract. 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.
- 12.2 **Manner of Payment :-** All payments due by Company to Contractor shall be made at Contractor designated bank within 30 days following the date of receipt of undisputed invoice(s) by Company from the Contractor. Bank charges, if any, will be on contractor's account.
- 12.3 Payment of any invoices shall not prejudice the right of Company to question the validity of any charges therein, provided Company within one year after the date of payment shall make and deliver to Contractor written notice of objection to any item or items the validity of which the company questions.
- 12.4 **Invoicing :-** Contractor shall submit six sets of all invoices duly super scribing 'original' and 'copy' as applicable to the Company for processing payment when it is due.
- 12.4.1 Mobilisation charges will be invoiced only upon completion of mobilization i.e., after commencement of drilling operation in the 1st designated location.
- 12.4.2 Subsequent invoices for daily or monthly charges due to Contractor as per provision of this contract shall be submitted to Company on any working day following the end of each month.
- 12.4.3 Billings for daily charges will reflect details of time spent (calculated to the nearest half hour) and the rates charged for that time. This should be in the form of monthly time analysis chart(s). Monthly invoices will be raised only after commencement of drilling operation at the first well.
- 12.4.4 Charges towards Inter-location movement including rig up, rig down and base camp shifting etc. to be invoiced only after successful completion of the activities and upon commencement of drilling operation in the next location.
- 12.4.5 Invoices for reimbursable, if any related to the Contract, will be accompanied by documents supporting the cost incurred and duly certified by Company representative, accounting the operation for 24 hours (one day). The Contractor must ensure endorsement/certification of such expenditure from Company representative on daily basis and consolidated invoice for the month should be submitted separately at the end of the month to Company's Drilling Department for payment.
- 12.4.6 Invoice for De-mobilisation charges, if any will be paid after complete demobilization of Contractors materials, crew and all related infrastructural support from the last drilling location upon expiry/termination of the contract.
- 12.5 Company shall within 30 days of receipt of the invoice notify the 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 on or before the due date. This will not prejudice the Company's right to question the validity of the payment at a later date.
- 12.6 The acceptance of part payment by Contractor on any billing shall not be deemed a waiver of Contractor's rights in respect of any other billing, the payment of which may then or thereafter be due.

- 12.7 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 to Company.
- 12.8 Contractor shall maintain complete and correct records of all information on which Contractor's invoices are based up to 2 (two) 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.
- 13.0 TAXES AND DUTIES
- 13.1 All taxes whether Corporate or Personnel will have to be borne by the Contractor. The Contractor will assume all responsibilities in this regard. However, the Company will deduct income tax at source as per Indian Income Tax Act and other taxes as applicable under law.
- 13.2 Nothing in this contract shall relieve the Contractor from its responsibility to pay any tax/duty that may be levied on profits made by him in respect of the contract including the Service Tax. The Contractor shall comply with Indian Income Tax Acts, Rules and Labour Laws framed by Central or State Government from time to time with respect to supply of labour/sub-contractor or other contracts awarded to other parties.
- 13.3 Duties and taxes on purchases made by contractor shall entirely be borne by the Contractor. The Company will not bear any responsibility on such purchases.
- 13.4 Tax levied as per the provisions of tax rules on income derived under this contract will be to Contractor's account.
- 13.5 Taxes will be deducted at source from all payments released to the Contractor, at specified rates of income tax as per provisions of Indian Tax Act.
- 13.6 Contractor shall be responsible for and pay the personnel taxes, if any, for all the personnel deployed and Service Tax as applicable.
- 13.7 The Contractor shall furnish the Company, if and when called upon to do, the relevant statements of accounts or any other information pertaining to work done under this contract for submitting the same to 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. Company will not assume any responsibility whatsoever towards consequences of non-compliance to above.
- 13.8 The Contractor will arrange tax audit by competent audit firm as per the provision of Indian Tax Laws and submit a copy of the tax audit report to the Company.
- 13.9 Prior to start of operation under this contract, the Contractor shall furnish the Company all necessary documents, as asked for, which may be submitted to Income Tax Authorities at the time of obtaining "No Objection Certificate" for releasing payments to the Contractor.
- 13.10 Corporate and personnel taxes on Contractor and their sub-contractor shall be the liabilities of the Contractor and Company shall not be responsible on this account.
- 13.11 All local taxes, levies and duties, sales tax, octroi, excise duty etc. on purchases/sales by the Contractor, its sub-contractor and agents shall be borne by the Contractor.

14.0 SUBSEQUENTLY ENACTED LAWS :

Subsequent to the date of issue of letter of intent/award of Contract, if there is a change in or enactment of any law or interpretation of existing law, which results in additional cost/reduction in cost to Contractor on account of the operation under the Contract, the Company/Contractor shall reimburse/pay Contractor/Company for such additional /reduced costs actually incurred.

15.0 USE OF COMPANY'S EQUIPMENT :

15.1 Contractor shall assume the risk of and shall be solely responsible for damage to and loss or destruction of materials and equipment or supplies furnished by Company. In case there is a loss or damage to the company's equipment for causes attributable to contractor, the contractor shall compensate the company.

16.0 WAIVERS AND AMENDMENTS :

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

17.0 CONFIDENTIALITY :

17.1 Contractor agrees to be bound by professional secrecy and undertakes to keep confidential any information obtained during the conduct of services and to take all reasonable steps to ensure that Contractor's personnel likewise keep such information confidential.

17.2 This obligation shall be kept in force even after the termination date and until such information will be disclosed by Company.

17.3 Contractor shall handover to Company all Company's documents or drafts concerning operations carried out and which are still in its possession at the successful completion of the project.

18.0 NOTICES:

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

COMPANY
OIL INDIA LIMITED
12, OLD RESIDENCY ROAD
JODHPUR - 342011
RAJASTHAN (INDIA)
Fax No. 0291- 2431689
Email – oilmaterial@satyam.net.in

CONTRACTOR

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

19.0 HEADINGS :

The headings of the clauses of the Contract are for convenience only and shall not be used to interpret the provisions hereof.

(END OF SECTION - III)

SECTION – IV

SPECIAL CONDITIONS OF CONTRACT

1.0 ASSOCIATION OF COMPANY'S PERSONNEL

- 1.1 Company may depute more than one representatives to act on its behalf for overall co-ordination and operational management at location. Company's representative shall have the authority to order any changes within the general scope of work herein under to the extent so authorised and notified by the Company in writing. He shall liaise with the Contractor, monitor the progress so as to ensure the timely/orderly 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.
- 1.2 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

2.0 PROVISION OF PERSONNEL AND FACILITIES

- 2.1 The Contractor shall provide qualified and experienced personnel for the services as per provision of this contract. All the personnel offered must have adequate experience (**Ref. Section - V**) in respective field and should be fluent in English language. On Company's request, Contractor shall remove and replace at their own expenses, any of their personnel whose presence is considered undesirable in the opinion of Company. The Contractor shall provide the supporting staff at their own expenses. Documentary evidence, identity cards etc. shall be submitted by the Contractor in support of the bio-data against which Company's representative will certify completeness of mobilisation of the Contractor for start of operations.
- 2.2 The Contractor shall be responsible for, and shall provide for all requirements of their personnel, and of their sub-contractor, if any, including but not limited to their insurance, housing, medical services, messing, transportation (both air and land transportation), vacation, salaries and all amenities, termination payment and all immigration requirement and taxes, if any, payable in India or outside at no charge to the Company.
- 2.3 The Area Manager to be deployed by the Contractor shall act as their representative and shall have all the power requisite for performance of the work. He shall liaise with the Company's representative for the proper co-ordination and timely completion of the jobs and on any other matters pertaining to the job.
- 2.4 Contractor will arrange transportation of their equipment/tools, all supporting infrastructure and personnel to and from well site at their cost.

3.0 LABOUR

- 3.1 The recruitment of un-skilled labour, if any, 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.

4.0 INSURANCE

- 4.1 Contractor shall arrange comprehensive insurance to cover all risks in respect of their personnel, materials and equipment belonging to Contractor or its sub-contractor during the currency of the contract.
- 4.2 Contractor shall at all time during the currency of the contract provide, pay for and maintain the following insurances amongst others :
- a) Comprehensive workmen compensation insurance as required by the laws of the country of origin of employee.
 - b) Employer's Liability Insurance as required by law in the country of origin of employee.
 - c) General Public Liability Insurance covering liabilities including contractual liability for bodily injury, including death of persons, and liabilities for damage to property. This insurance must cover all operations of Contractor required to fulfill the provisions under this contract.
 - d) Equipment/materials 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 as per Indian Insurance Regulations.
- 4.3 Contractor will obtain additional insurance or revise the limits of existing insurance as per Company's request and provided the same is permissible as per India Insurance Regulations, in which case additional cost shall be to Company's account.
- 4.4 Any deductible set forth in any of the above insurance shall be borne by Contractor.
- 4.5 Contractor shall furnish to Company prior to commencement date, certificates of all its insurance policies relating to Contractor's operations hereunder indicating :
- a) kinds and amount of insurance as required herein;
 - b) insurance company or companies carrying the aforesaid coverage;
 - c) effective and expiry dates of policies;
 - d) territorial limits of the policies.
- 4.6 If any of the above policies expire or is cancelled during the term of this contract and Contractor fails for any reason to renew such policies, then Company will renew/replace the same and charge the cost thereof to the Contractor. Should there be a lapse in any insurance required to be carried by Contractor hereunder for any reason whatsoever, loss/damage claims resulting therefrom shall be to the sole account of Contractor.
- 4.7 Contractor shall require all of their sub-contractors to provide such of the foregoing insurance coverage as Contractor is obliged to provide under this contract and inform Company about the coverage prior to the commencement of agreements with its sub-contractor.
- 4.8 All insurances taken out by Contractor or their sub-contractors shall be endorsed to provide that the underwriters waive their rights of recourse on Company.
- 4.9 Similarly, all insurances taken out by Company shall be endorsed to provide that the underwriters waive their rights of recourse on Contractor or their contractors and sub-contractors.

5.0 LIABILITY

- 5.1 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 therefrom.
- 5.2 Neither Company nor its servants, agents, nominees, assignees, Contractors, subcontractors shall have any liability or responsibility whatsoever for injury to, illness, or death of any employee of the Contractor and / or of its Contractors or subcontractors irrespective of how such injury, illness or death is caused and even if caused by the negligence of Company and/or its servants, agents, nominees, assignees, contractors and sub-contractors. Contractor shall protect, defend, indemnify and hold harmless Company from and against such liabilities and any suit, claim or expense resulting there from.
- 5.3 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 underwriters, servants, agents, nominees, assignees, contractors and subcontractors for loss or damage to the equipment of the Contractor and/or its subcontractors when such loss or damage or liabilities arises out of or in connection with the performance of the Contract.
- 5.4 The Contractor hereby further agrees to waive its right of recourse and agrees to cause its under writers 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.
- 5.5 Except as otherwise expressly provided, neither Contractor 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 or damage to the property of the Company and/or his contractors or subcontractors, irrespective of how such loss or damage is caused and even if caused by the negligence of Contractor and / or its servants, agents, nominees, assignees, contractors and subcontractors. The Company shall protect, defend, indemnify and hold harmless Contractor from and against such loss of damage and any suit, claim or expense resulting therefrom.
- 5.6 Neither Contractor nor its servants, agents, nominees, assignees, contractors, subcontractors shall have any liability or responsibility whatsoever to whomsoever or injury to, illness, or death of any employee of the Company and/or of its contractors or subcontractors irrespective of how such injury, illness or death is caused and even if caused by the negligence of contractor and/or its servants, agents, nominees, assignees, contractors and subcontractors Company shall protect, defend indemnify and hold harmless contractor from and against such liabilities and any suit, claim or expense resulting therefrom.
- 5.7 The Company agrees to waive its right of recourse and further agrees to cause its underwriters to waive their right of subrogation against contractor and / or its underwriters, servants, agents, nominees, assignees, contractors and subcontractors for loss or damage to the equipment of Company and/or its contractors or subcontractors when such loss or damage or liabilities arises out of or in connection with the performance of the Contract.

5.8 The Company hereby further agrees to waive its right of recourse and agrees to cause its underwriters to waive their right of subrogation against contractor and / or its underwriters, servant, agents, nominees, assignees, contractors and subcontractors for injury to, illness or death of any employee of the Company 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.

6.0 CONSEQUENTIAL DAMAGE

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

7.0 WITH-HOLDING

7.1 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 Section-V.
- (b) Contractor's indebtedness arising out of execution of this contract.
- (c) Defective work not remedied by Contractor.
- (d) Claims by sub-contractor of Contractor or others filed or on the basis of reasonable evidence indicating probable filing of such claims against Contractor.
- (e) Failure of Contractor to pay or provide for 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, 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.
- (j) With-holding will also be effected on account of the following :
 - i) Garnishee order issued by a Court of Law in India .
 - ii) Income-tax deductible at source according to law prevalent from time to time in the country .
 - iii) Any obligation of Contractor which by any law prevalent from time to time to be discharged by Company in the event of Contractor's failure to adhere to such laws .
 - iv) Any payment due from Contractor in respect of unauthorised imports.

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

7.2 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 to some negligent act or omission on the part of Contractor relating to the Contractor's obligation on the Contract.

8.0 APPLICABLE LAW

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

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

- a) The Mines Act - as applicable to safety and employment conditions.
- b) The Minimum Wages Act, 1948.
- c) The Oil Mines Regulations, 1984.
- d) The Workmen's Compensation Act, 1923.
- e) The Payment of Wages Act, 1963.
- f) The Payment of Bonus Act., 1965.
- g) The Contract Labour (Regulation & Abolition) Act, 1970 and the rules framed thereunder.
- h) The Employees Pension Scheme, 1995.
- i) The Interstate Migrant Workmen Act., 1979 (Regulation of employment and conditions of service).
- j) The Employees Provident Fund and Miscellaneous Provisions Act, 1952.
- k) The RST Act.
- l) Service Tax Act.
- m) Customs and Excise Acts and rules framed thereunder

9.0 POLLUTION OR CONTAMINATION

9.1 Company agrees that Contractor shall not be responsible for and Company shall indemnify and hold Contractor its agent, servants, officers and employees harmless from any liability, loss, cost or expense for loss or damage from pollution or contamination arising out of or resulting from any of Contractor's services / operations unless such pollution or contamination is caused by Contractor's willful misconduct or gross negligence.

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

- a) Damage to or loss of any reservoir or producing formation
- b) Damage to or loss of any well
- c) Any other subsurface damage or loss, and
- d) Any property damage or loss or personal injury or death arising out of or in connection with a blowout, fire explosion and loss of well control regardless of cause.

10.0 WARRANTY AND REMEDY OF DEFECTS

10.1 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 the highest quality, efficiency and current state of the art oilfield practices and in conformity with all specifications, standards and drawings set forth or referred to in the Scope of Work and with instructions and guidance which Company may furnish from time to time to the Contractor.

- 10.2 Should Company discover at any time during the terms of this contract or within three months after termination of this contract that the work does not conform to the foregoing warranty, Contractor shall, after receipt of notice from Company promptly perform any and all corrective works required to make the Services conform to the warranty. Such corrective/remedial work shall be performed at Contractor's expense. Company, at its option, may have such remedial works performed by others and charge the cost thereof to the Contractor.
- 10.3 The rights and remedies of Company provided by this Clause No. 10.0 are in addition to any other rights and remedies provided by law or in equity or otherwise.

11.0 MISCELLANEOUS PROVISIONS

- 11.1 Contractor shall give all notices and pay all fees required to be given or paid for by any National or State statute, ordinance, or other law, or any regulation, or bye-law of any local or other duly constituted authority in relation to the performance of the services and by the rules and regulations of all public bodies and companies whose property or rights are affected or may be affected in any way by the services.
- 11.2 Contractor shall confirm in all respect with provisions of any such statute, ordinance or law as aforesaid and the regulations or bye-laws of any local or other duly constituted authority which may be applicable to the services and with such rules and regulations of public bodies and Companies as aforesaid and shall keep Company indemnified against all penalties and liability of every kind for breach of any such statute, ordinance or law, regulations or bye-law.
- 11.3 During the life 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 wreckages, rubbish or temporary works no longer required. On the completion of the services, Contractor shall clear away and remove from the site all surplus materials, rubbish and temporary works of every kind, and leave the whole site in a clean condition to the satisfaction of Company.
- 11.4 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, shall as between Company and Contractor be deemed to be the absolute property of Company. Contractor shall take reasonable precautions to prevent its personnel or any other person from removing or damaging any such article or thing and shall immediately upon discovery thereof and, before removal, acquaint Company of such discovery and carry out, at the expense of Company, Company's orders as to the disposal of the same.
- 11.5 Key personnel of Contractor performing the work under this contract cannot be changed as far as practicable during the tenure of the contract except due to sickness/death/resignation of the personnel, in which case the replaced person should have equal experience and qualifications which will again be subject to approval by Company.
- 11.6 In view of the close proximity of operational area to the International Border, the bidders are requested to take note of the following and ensure strict compliance.
- i) Obtaining necessary security clearance from the Ministry of Defence or any other clearance as may be applicable for the Foreign Nationals deployed in their workforce, if any, will be the sole responsibility of the bidder. However, Company will help to the extent possible in providing any documents/certificates required in this regard.

- ii) Movement of personnel will be restricted to the laid down routes, camp sites and routine. Under no circumstances, shall the civilians be permitted near army installations/defence works.
- iii) Army troops deployed in the area will have the authority to check the photo identity cards which will be provided to all Contractors personnel by OIL after requisite Police verification. For this purpose, the successful bidder must furnish full particulars of their entire workforce with photographs in 15 days advance of mobilization.

12.0 EMPLOYMENT OF OFFICIAL OF THE COMPANY

Firms/Contractors who have or had business relations with the Company are advised not to employ serving Company employees without its prior permission. It is also advised not to employ ex-personnel of the Company within the initial two years period after their retirement/resignation/severance from service without specific permission of the Company. Company may decide not to deal with such firm(s)/ Contractors who fail to comply with the advice.

13.0 SUB - CONTRACTING

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

14.0 AREA OF OPERATION

The Company reserves the right to deploy the Contractor for the Man-management Services under the same rates, terms and conditions anywhere in its oilfields in Rajasthan being operated by Joint Venture / Production sharing companies where the Company is the Operator in addition to its own fields of operation. OIL also reserves the right to deploy the services on OIL's other operational area during the tenure of the contract with mutually agreed terms as regards to Mobilisation / Demobilisation charges.

(END OF SECTION – IV)

SECTION - V

SCOPE OF WORK / TERMS OF REFERENCE

1.0 INTRODUCTION:

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

2.0 DEFINITION OF WORK:

The Contractor will provide Man-Management Services for an initial period of one years to Company for drilling of approximately 10-12 On-shore oil/gas wells with a newly acquired (2yrs. Vintage Company owned) 1000 HP Mobile Diesel Electrical Drilling Rig having two Power Packs for the SCR Module to power the mud pumps, solid control equipment and other associated equipment/tools/accessories. The wells will be either straight vertical holes or planned deviated holes with formation pressure to be near hydrostatic. Drilling will be carried out under supervision of Company and well depths are expected to be in the range of 700 - 2600 mtrs.(approx.). However, the number of wells and well depths may vary at the discretion of the Company.

2.1 AREA OF OPERATION:

The areas of operation as planned is in Rajasthan State in the districts of Jaisalmer, Bikaner and Sri Ganganagar. The following information are furnished for the bidder to consider while submitting their bids :

- | | | |
|----|--|--|
| a) | Width of the well site | = 3.66 mtr approach road |
| b) | Turning Radius | = 12 mtr |
| c) | Culvert dimension and axle load of the culvert suitable for class AA loading axle load | = 25 tonnes. |
| d) | Maximum overhead clearance | = 4.25 mtrs |
| e) | Highest recorded wind in Rajasthan | = 128 Km/hour(80 MPH) velocity |
| f) | Max. recorded ambient temp | = 60 degree celcius |
| g) | Min. recorded ambient temp. | = (-5) degree celcius |
| h) | Frequency of sand storm | = Frequent from March to Sept., occasional during the remaining period |
| i) | Presence of sand dunes | = Common occurrence in certain areas. |
| j) | Nature of top soil | = Usually wind blown with sand. |
| k) | Average annual rainfall | = 3" (75 mm) |
| l) | Humidity | = Max. 40% |

3.0 SCOPE OF SERVICES:

- 3.1 The Contractor shall provide personnel to carryout normal drilling operations including coring, round trips, lowering of casings, primary testing, completion, abandonment and all other associated operations including but not limited to rig down, rig move to next location, rig-up etc. in accordance with the well drilling and completion programme to be furnished by Company before commencement of work. The well completion programme may be amended from time to time by reasonable modification as Company deems fit.

- 3.2 The Contractor shall also be responsible for providing other associated services/facilities like base/site camp, water supply for camp site (portable water) as well as water for drilling operation, Medical facilities at site, Civil, Electrical and Mechanical Engineering Services, Transport services from camp site to well site (only for their personnel), transport service/fleet for movement of equipment and camp, left-over consumables including tubulars during rig movement from location to location , preventive break down maintenance of rig equipment and utilities during inter-location movement, Catering Services, Well site & Camp site management, Communication facilities and Security service etc.
- 3.3 All rig equipment/tools/accessories, well consumables including HSD for running the Rig and other Rig equipment will be provided by Company. Company will also provide Mud Engineering, Mud Logging, Cementing, Wireline Logging and Perforation Services and Crane Service including respective Engineers/Operators and equipment/tools required in connection with the drilling operations through separate service contracts.
- 4.0 **CONTRACTOR’S PERSONNEL AND PATTERN OF DEPLOYMENT:**

The successful bidder will have to deploy adequate personnel to carry out the required operations as detailed in enclosed **ANNEXURE – I**. The Contractor shall ensure that all personnel deployed for due performance of the contract have attended safety and operational training such as MVT etc. as per requirement of applicable law. The Contractor shall forthwith produce valid and current certificate(s) of completion or attendance for Company’s inspection, if called for. Operating personnel must be well versed with fire fighting, BOP control, gas testing etc. Appropriate certificates to this effect, issued by ONGCL/OIL or any other organization should be submitted prior to mobilization.

- 4.1 The deployment pattern of personnel will be as per the Contractor’s discretion for all the required services except for the rig operations during drilling and completion phases, for which the deployment pattern of personnel has to be followed as under;

Srl. No.	Contractor’s Personnel	No. in pay roll	No. at location	Working hrs. per day
1	Area Manager	1	-	On call 24 hrs.
2	Tool Pusher	2	1	- DO -
3	Electrical Engineer	2	1	- DO -
4	Driller	4	2	12 hourly shift
5	Asstt. Driller	4	2	12 hourly shift
6	Top Man	8	4	12 hourly shift
7	Floor Man	16	8	12 hourly shift
8	Rig Electrician	4	2	12 hourly shift
9	Mechanic (ICE)	4	2	12 hourly shift
10	Mechanic (Pump)	4	2	12 hourly shift
11	Welder	2	1	On call 24 hrs.
12	Mechanical Engineer	2	1	On call 24 hrs.
13	Instrumentation Technician	2	1	On call 24 hrs.
14	Telephone attendant cum office boy	4	2	12 hourly shift
15	Chemical Helper	8	4	12 hourly shift
16	Electrical Helper	4	2	12 hourly shift
17	Engineering Helper	4	2	12 hourly shift
18	Doctor	2	1	On call 24 hrs.
19	Radio Operator	4	2	12 hourly shift

NOTE :

1. Above includes one Area Manager who shall be the overall in-charge and should be stationed at Jodhpur in Contractor's base office. The Area Manager should report to Deputy General Manager (Drilling) of OIL at Jodhpur as and when asked for receiving instructions and resolving issues on contractual obligations. The Area Manager should be suitably empowered and must ensure smooth performance of the contract.
 2. Except the Area Manager, all other personnel deployed on rig should be on 14 days on/off basis.
 3. Persons other than those on shift duty should report at drill site at 7.00 AM every day.
 4. In absence of Company's Rig Engineer at well site, Tool Pusher will be responsible for receiving HSD for drilling operation with prior permission from Company's competent authority in writing and shall also maintain the mandatory HSD receipt records.
 5. Age of the key personnel, except the Area Manager and Tool Pusher should not exceed 50 years. Supporting documents should be submitted to the company for verification before commencement of work.
- 4.2 In addition to above key personnel, the Contractor shall deploy their employees for carrying out the following services.
- i) RIG-UP AND RIG DOWN SERVICES : (As and when required basis)
 - Supervisor : 01 No.
 - Carpenters : 02 Nos.
 - Helpers : 03 Nos.
 - ii) PIPE LINE CREW SERVICES : (As and when required basis)
 - Pipeline Fitters : 02 Nos.
 - Helpers : 02 Nos.
- 4.3 The Contractor is required to deploy un-skilled employees as under for their respective jobs at well site.
- i) Persons on rack during casing job
- 4.4 The Contractor shall also deploy sufficient un-skilled labourers for cleaning the cutting pit during operation. The cutting pit should be cleaned at regular interval in order to accommodate fresh cuttings.
- 4.5 All the Contractor's employees mentioned above should be conversant with BOP drill as per standard oilfield practice.

Special Note:

1. The successful bidder (Contractor) will have to abide by the provisions of Oil Mines Regulation (OMR) as per prevailing Mines Act and rules made thereunder and strict compliance of the same while executing the Man-management Service contract resulting out of this tender.
2. An undertaking as per format enclosed vide Annexure-III from all individual deployed by the Contractor must be submitted to Company prior to mobilization. Additionally, copies of employment (appointment letter) issued by Contractor to its employees deployed should be submitted to the Company prior to commencement of work.

3. Personnel deployed by the Contractor should comply with all safety norms applicable during operation. Contractor should deploy the personnel as indicated in clause 4.1 above and in column “Number in pay roll” to allow statutory off days as per Mines Act 1952 for 12 hourly working people. Any violation of Mines act will attract penalty. The Contractor will be paid at ZERO rates if operation is to be suspended due to violation of Mines Act.
4. The Contractor should ensure that all their employees shall have had a thorough Medical examination prior to their placement in rig site. A qualified and registered Doctor must conduct all such medical examinations in accordance with accepted medical standards and on request, the Contractor shall promptly provide Company the medical certificates against rig personnel.

4.6 QUALIFICATION AND EXPERIENCE OF KEY PERSONNEL:

4.6.1 AREA MANAGER:

- i. Should be of sound health and have work experience in Drilling oil/gas wells for about 20 years, out of which at least 05 years should be in a senior management level.
- ii. Conversant with working in AC/SCR diesel electric rigs.
- iii. Conversant with well control methods to take independent decision in case of well emergency.
- iv. Conversant about Mud Chemicals and maintenance of Mud properties.
- v. Must be an Engineer/Engineering diploma holder or Science Graduate.

4.6.2 TOOL PUSHER:

- i. Should be of sound health and have work experience in drilling oil/gas wells for about 10/15 years, out of which at least 03 years should be as Driller-in-charge (Tool Pusher) of exploratory and developmental wells.
- ii. Should be conversant with working in AC/SCR diesel electric rigs.
- iii. Must possess valid well control certificate (IWCF) and should be conversant with well control methods to take independent decisions in case of well emergency.
- iv. Should be conversant about Mud Chemicals and maintenance of Mud properties.

Qualification	Minimum in-line experience	
Graduate Engineer OR 03 Years Engineering Diploma Holder/B.Sc. or equivalent.	10 Years	Out of which at least three (3) year as Tool Pusher.
OR SSC/HS/PU/I.Sc. or equivalent	12 Years	
	15 Years	

4.6.3 DRILLER:

- i. Should be of sound health and having work experience as Driller for minimum period of 03 (three) years in drilling oil/gas wells.
- ii. Should be conversant with working in AC/SCR diesel electric rigs.
- iii. Must possess valid well control certificate (IWCF) and should be conversant with well control methods to take independent decisions in case of well emergency.
- iv. Should be conversant about Mud Chemicals and maintenance of Mud properties.

Qualification	Minimum in-line experience Qualification	
03 Years Engineering Diploma Holder/B.Sc. or equivalent.	05 Years	Out of which at least three (03) years as Driller.
OR SSC/HS/PU/I.Sc. or equivalent	08 Years	

4.6.4 ASSISTANT DRILLER:

- i. Should have minimum of 4-5 years experience as Headman of drilling crew in drilling oil/gas wells.
- ii. Should be conversant with working in AC/SCR diesel electric rigs.
- iii. Should be conversant with well control methods to take independent decisions in case of well emergency.
- iv. Should be conversant about Mud Chemicals and maintenance of Mud properties.
- v. Qualifications : SSC/HS/PU/I.Sc./Read up to class –X or equivalent.
- vi. Should be capable of operating power tong for running in casings.

4.6.5 TOPMAN :

- i. Minimum of 04 (four) years work experience on thribble board in a drilling rig.

4.6.6 FLOOR MAN:

- i. Minimum of 01 (one) year derrick floor work experience in a drilling rig.

4.6.7 MECHANICAL ENGINEER:

- i. Should have degree in Mechanical Engineering with minimum 03 (three) years experience or Diploma in Mechanical Engineering with 10 years experience in diesel electrical drilling rigs. ITI certificate holder are not acceptable as Mechanical Engineer.
- ii. Should be conversant in working in AC/SCR diesel electrical drilling rig and confident in carrying out preventive and schedule maintenance of mechanical equipment like diesel engines, pumps, air compressors etc. He should be able to carry out faultfinding analysis, rectification of faults, operation and maintenance of mechanical items of diesel electric rigs.

4.6.8 MECHANIC (ICE) AND MECHANIC (PUMP):

- i. Minimum of 03 (three) years work experience as Master Mechanic in drilling rig.
- ii. Sufficient knowledge of operation and maintenance of AC/SCR diesel electric rigs and its components viz; power pack engines, rig pumps supercharge pump, centrifugal pumps, solid control equipment, degasser, shale shaker and all other mechanical items/engines operating in a drilling rig.
- iii. Qualifications: Diploma in Mech. or Chem./ B.Sc. or equivalent with 03 (three) years experience or SSC/HS/PU/I.Sc. or equivalent with 06 (six) years experience. Out of which at least one year as Mechanic in Drilling/Work-over rig.

4.6.9 ELECTRICAL ENGINEER:

- i. Degree in Electrical Engineering with minimum 03 (three) years experience in diesel electric drilling rig. He should be confident in independently carrying out the faultfinding analysis, rectification of faults, operation and maintenance of all electrical items used in diesel electric drilling rig including the air conditioners. He must possess valid Electrical Supervisor's Certificate of competency issued by appropriate authority and should be conversant with Oil Mines Regulations and electricity rules. Moreover, the Electrical Engineers must be conversant with the existing Ac/SCR system of drilling rigs like HILLGRAHAM (UK), General Electric (USA) and BHEL make (CED) system.

4.6.10 RIG ELECTRICIAN:

- i. Diploma (with minimum 05 years working experience) or ITI (with minimum 08 years working experience) in Electrical discipline. Working experience of 5/8 years as above should be in operation and maintenance of diesel electric drilling rig independently in shifts. He should be able to read circuits, communicate, detect and rectify faults. He must possess valid electrical supervisor's certificate of competency issued by appropriate authority.

4.6.11 INSTRUMENTATION TECHNICIAN :

- i. Diploma in Instrumentation/Electronics with minimum 2 years or ITI in instrumentation/ Electronics with minimum 5 years experience in oil field /industrial instrumentation system.

4.6.12 WELDER:

- i. Adequate experience in working in drilling wells and must be conversant of welding of casing and well head accessories. He must possess the certificate of welding trade from any recognized institute of State Govt. of one year duration.

4.6.13 DOCTOR:

- i. He should be a medical practitioner having valid registration with Indian Medical Council and with a minimum qualification of MBBS degree from a recognized University.

5.0 DETAILS OF OPERATIONS TO BE CARRIED OUT BY CONTRACTOR :

1. Drilling of holes of various sizes ranging from 36" to 4.5/8"
2. Reaming, hole opening and conditioning
3. Running in various sizes of casings from 30" OD to 4.1/2" OD
4. Tripping
5. Well head completion for different stages of drilling
6. Circulating
7. Testing of wellhead hook up at various stages of drilling
8. Drill stem testing and any other special operations
9. Drilling deviated hole as per instruction of deviation engineer of the Company.
10. Working on stuck pipe and backing off drill pipe or drill collars
11. Running in of rotovert, packers and production tools, tubing etc., as and when necessary.
12. Cutting or slipping casing line at intervals as per normal policy
13. Operate BOP and choke manifold etc. for controlling the well during well kick and kill the well satisfactorily.
14. Servicing and minor repair of rig and its components
15. To perform fishing jobs using various fishing tools and equipment to be provided by Company.
16. Swabbing and rigging up production equipment
17. Coring by using various sizes and types of coring bits and core barrels to be provided by Company.
18. Picking up, braking and laying down tubulars, collars, reamers, stabilizers etc.
19. Changing bits and other drilling tools
20. Drilling out cement, collar, shoe etc.
21. Production testing of well as per the Company's requirement
22. Any other operation pertaining to oilfield operation not mentioned herein including but not limited to isolation repair, casing patch, milling, hermetical testing etc. as per instruction of Company representative.

23. Rig down, Rig move and Rig up of complete drilling package including camp whenever required.
24. Complete electrification at camp/camp site including providing & maintaining Generator sets. Also water pump and storage tank at camp/camp site will be the sole responsibility of the Contractor.

5.1 The Contractor shall also carry out all operations including but not limited to the following;

- i) To measure Sp. Gravity of the in-going and out-coming 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 shall carry out necessary preventive maintenance of the rig equipment and rig ancillaries and keep them in good operating condition at all the time.
- iii) Detailed tally and dimensioned sketch of the equipment lowered in the hole will have to be maintained by the Contractor.
- iv) The Contractor shall carry out minor repair jobs at site, such as;
 - (a) Adjustment of friction and sand line brakes
 - (b) Replacement of air valves, air line connections, repairing of parted chains, replacing of guards etc.
 - (c) Adjustment of bolts and transmission chain etc.
 - (d) Slipping, cutting and changing of casing line and sand line
 - (e) To top up and fill lube oil, gear oil, hydromatic oil etc. of the rig and ancillaries, engines, pumps etc. at site every day and carry out break down maintenance.

5.2 HELPER FOR MULTIPLE JOBS:

The Contractor has to provide round the clock services of their 10 (ten) Numbers unskilled employees on 12 hourly shift basis as provisioned in the table under para 7.4 above for the multiple jobs as indicated below.

- i) To assist the Mud Engineer (to be engaged by Company) / Electrical Engineer / Mechanical Engineer in carrying out the jobs involved in maintaining mud system, electrical and mechanical equipment.
- ii) To handle and mixing of various chemicals/oil as directed by the Mud Engineer.
- iii) To help Electrical Engineer and Mechanical Engineer of Contractor in attending their equipment/tools etc.
- iv) To work at casing rack during casing R/in operation
- v) To work as Telephone attendant on round the clock basis

5.3 WATER MANAGEMENT :

The Contractor shall be responsible for procuring, transportation and supplying water to the storage tank at well-site/camp adequate quantity of both drill/potable water at his cost. Company shall in no way be responsible for any water arrangement whatsoever at well-site/camp site. In case the rig remains idle for want of adequate quantity of acceptable quality water, **NIL day rate** shall be applicable for entire period of shutdown and additionally Company shall levy penalty equal to 50% of operation day rate per day or part thereof on pro-rata basis. The bidders are advised in their own interest to satisfy themselves about sources of availability of water and also surface transportation system before bidding.

Note :

- i) In case of total mud loss into the formation or in case of fire fighting, if all the water stock is exhausted, **NIL day rate** will not be applicable. However, bidder will take urgent steps to replenish the stock immediately to tackle the problem.
- ii) Bidder should maintain a minimum stock level of 200 bbls at well site and 50 bbls at camp site at all time.
- iii) Contractor will exercise strict control on use of water. Wastage of water increases the effluent volume in the pit and may aggravate pollution problems.
- iv) The valves, glands, hoses etc. will be checked by the Contractor regularly for any leakage and the same to be rectified immediately if detected.
- v) The Contractor has to ensure that effluents from all the sources are directed towards the channel leading to the effluent pit.

5.4 EFFLUENT PIT BUNDS:

Contractor will regularly check to ensure that there are no leakage/seepage/overflow of effluents from the pit in to the surrounding areas. The bunds/wall of the effluent pit are to be checked by contractor for any breaches during drilling operations and the same has to be informed to the concerned for immediate attention and repair as necessary.

5.5 COLLECTION OF USE/BURNT LUBE OIL:

The contractor will arrange for collection of the used lube oils separately in drums. Floating burnt oil, if any in the effluent pit should be lifted and collected in to drums immediately.

5.6 TRANSPORTATION:

- i) Contractor to provide transport fleet as considered necessary with operators and helpers during rig up, rig down and inter-location movement of the rig package and camp. The rig package will mainly consist of the equipment/materials listed in enclosed **ANNEXURE – II**.
- ii) Transportation of Contractor's personnel and materials to the rig site from camp site and in between the rig sites during inter-location move will be the responsibility of the Contractor.
- iii) Transportation of Company's personnel and providing consumables from Company's Stores Yard at Hamira to rig site will be Company's responsibility. However, during inter-location movement all Company's equipment/materials and leftover consumables, if any, will have to be shifted to the next location by the Contractor.
- iv) Contractor will provide manpower for receiving and stacking/slinging of consumables like tubulars, chemicals and other materials at site.

5.7 COMMUNICATION :

- 5.7.1 The Contractor will have to provide 24 hrs communication services (with competent Radio Operators) from well site to Jodhpur and vis-a-versa with their own arrangements. Due to non-availability of communication arising out of equipment problem or non-availability of radio operator if the operation at the site is stopped, **zero rate** shall be applicable for such shut down period. A flame proof intercom announcing system complete with connecting cables to be provided between dog house, control room, Company representative's room, Geologist and Chemist's cabin.

5.7.2 The Contractor's radio communication system at the well site should match with Company's existing 100 watt radio set of TK-80 KENWOOD make synthesized Transceiver unit in speaker with microphones. Company will provide the frequency and shall pay royalty/fees etc. towards the frequency. However, license etc. as required for the radio set brought by the contractor will have to be arranged by them at their cost.

5.8 SECURITY:

Adequate Security Chowkidars will have to be provided by the Contractor at work site, camp site at its cost. Contractor to exercise adequate care for safe custody of equipment, materials provided by Company.

5.9 CIVIL ENGINEERING JOBS :

The Contractor will be responsible for following Civil Engineering jobs only,

- i) Grouting of Guyline will be the sole responsibility of the Contractor at its cost including arrangement of Guyline posts and procurement of cement etc.
- ii) Maintaining and cleaning of well plinth will be the responsibility of the Contractor.

6.0 THE EQUIPMENT TO BE PROVIDED BY COMPANY:

Details of the Drilling rig, equipment, tools, materials, ancillaries, instruments and other services to be provided by the Company at the location are as under;

6.1 The DRILLING UNIT to be deployed by the Company shall be a fully equipped and capable of drilling and completing the wells as per drilling programme finalized by the Company. The Drilling Rig will be a 1000 HP Mobile unit complete with two numbers 1000 HP Mud Pump and other accessories. The Mud Pumps, Solid Control Equipment, Rig Auxiliaries etc. will be run by SCR module. Two Power Packs will supply power to different panels, air conditioning units, different transformers etc. through power control room. Also the rig package will have the following;

- i) Blowout Preventor with necessary fittings
- ii) Choke and Kill line connection with necessary manifold
- iii) Fishing Tools/Milling Tools
- iv) Drilling string, drill collars, Casing pipes, rotary substitute
- v) Tubing, Pup joints
- vi) Casing line/Sand line
- vii) Tongs for casings, drill pipes and Tubing, slips, elevators, links, traveling block, hook, hydraulic power tubing tongs.
- viii) Wireless/Telephones between rig and Company's office
- ix) Adequate Generators for rig and rig site together with all light fittings for complete electrification of rig & rig site. However, camp/camp site electrification will be the sole responsibility of the Contractor.
- x) Water pumps, water storage tanks and lines and necessary connections for supply of water to rig. However, water pump and storage tank at Camp/camp site will be arranged by the Contractor.
- xi) Mud Storage Tank and salt solution storage tank with necessary lines and connection.
- xii) Necessary extra lines and fittings as may be required depending upon well sites.
- xiii) Well servicing pump with necessary connections and fittings
- xiv) HP well killing pump, hoppers etc. will be provided by Company and hooking up to be done at well site by the Contractor.
- xv) Adequate surface fittings for high pressure well killing pump and servicing pump will be provided by Company and the connections to be done by the Contractor.

6.2 Following consumables will be provided by Company;

- i) Fuel for complete drilling package including drilling rig, pump, generator set, engines, water pump etc.
- ii) Indigenous grades of Hydraulic oil, lube oil, cleaning oil & grease
- iii) Tubing wipers
- iv) Rubber drill pipe protector and thread dope
- v) Drill bits
- vi) Cement and drilling fluid chemicals
- vii) Workover fluid, pacer fluid, chemical additives, acids for stimulation and cement for isolation repairs
- viii) BOP maintenance spares for on site operation
- ix) Consumables required for normal operations or needed for the maintenance of the company equipment.
- x) Down hole permanent equipment such as packers, bridge plugs, G/L equipment and bottom hole heater, rod and submersible pump etc.
- xi) Swab cup
- xii) All well tubulars and consumables as required and necessary.

7.0 THE SERVICES TO BE PROVIDED BY COMPANY:

The following associated services will be provided by the Company of the self or through separate service contracts.

- i) Well Logging & Perforation Services complete with W/L truck, equipment & tools, charges and required personnel including Logging Engineers.
- ii) Mud Engineering Services complete with all equipment & tools and the required Mud Engineers. However, the contractor will provide helpers for handling Chemicals as per para 5.2 above.
- iii) Services of Company's Mud Logging unit with Mud Loggers & TDC Engineers.
- iv) Crane services with operator & helper during drilling operation, rig down, rig up and rig move etc.
- v) Transportation of all Company's equipment, materials and consumables to well site from Company's Stores yard.
- vi) To and fro transportation for Company's personnel from Jodhpur to well site and also vehicles for their regular use at well site.
- vii) Site preparation (Levelling of well site, mud pit approach, hard standing, skids for placement of equipment)
- viii) Cementing and testing services complete with all cementing equipment, tools and Cementing Engineers.
- ix) Mud policy and mud engineering guidelines
- x) Laboratory facility with testing equipment as will be required and judged by Company for drilling fluid testing at site e.g., Measurement of mud weight and viscosity etc., if required.
- xi) The following Civil Engineering jobs associated with preparation of approach road and well site will be Company's responsibility.
 - (a) All road/hard-standing will be made from gravel, locally available without any black topping whatsoever as per the prevailing practice.
 - (b) The Drilling location would normally be on loose sand by soil with safe bearing capacity for surface raft 30 (thirty) cm deep varying from 3-5 (three to five) tones per square metre.
 - (c) Maintenance of approach road will be done by Company while cleanliness of well plinth will be the responsibility of the Contractor.

8.0 OVERALL CONDITIONS OF THE CONTRACT :

- 8.1 The Contractor shall carry out the operations in drilling wells, 7 days a week and 24 hours a day round the clock conforming to drilling programmes provided by Company prior to commencement of operation in each well. The shift pattern shall be as per clause No. 4.1 of Section – V.
- 8.2 The Contractor shall be responsible for arranging relievers for personnel during vacations, statutory off days and sickness etc. at their cost. The reliever must also have the similar experience/qualification and the Contractor will have to obtain prior approval from Company for any such replacement.
- 8.3 Provisions for safety appliances/gadgets viz; safety boots, helmet, gloves and protective clothes (dungaree) etc. for Contractor's personnel will be the responsibility of the Contractor. Contractor shall arrange for display boards at well site as per Mines Rule. In case of suspension of operations due to safety audit, **NIL rate** will be applicable till the Contractor complies with all safety requirements and operations resume.
- 8.4 The Contractor will ensure that the statutory off days are given to their personnel as applicable and there should not be any violation of Mines Rule.
- 8.5 All security/entry passes for Contractor's personnel wherever required must be arranged by The Contractor. Police verification of all Contractor's personnel must be arranged by the Contractor.
- 8.6 The Contractor will have to keep a stand-by vehicle at well site on all working days to meet any emergency.
- 8.7 Catering supply, drinking water and hygienic maintenance of camp will be the responsibility of Contractor. For drinking purpose at site, Contractor must provide sufficient mineral water (bottled) to all personnel deployed by OIL including the personnel of OIL's other Contractors at drilling/camp site in connection with drilling related activities/services.
- 8.8 Contractor shall be responsible for controlling well licks. The Contractor shall test BOPs at least once in every round trip or at such other times as instructed by Company representative and submit test reports thereof to the Company as per Mines rule.
- 8.9 The Contractor will not engage any employee who has resigned from OIL during last two years from the date of engagement by Contractor for performance of this contract, except with Company's approval.
- 8.10 Contractor will not make Company liable to reimburse any statutory increase in wages rates of labour deployed by them. Such statutory or any other increase in wage rates of contract labour shall be borne by the Contractor.
- 8.11 In the event of damage/loss to rig, equipment and ancillaries etc. provided by Company for performance of this contract due to carelessness, wrong handling or willful/gross negligence of Contractor's personnel, the Contractor will be liable for such damages/loss on the basis of Company's estimated cost or replace/repair the same entirely at their cost. Additionally, if the operation is held up for such damage/loss, the Contractor will be paid at **ZERO rates** during the period of operational held-up.
- 8.12 The Contractor shall provide adequate security personnel for camp site and rig site and it will be the primary responsibility of the Contractor to ensure that the equipment and materials etc. are properly secured against theft and pilferage.

- 8.13 The Contractor shall provide receipt for Company materials/well consumables etc. when received and furnish daily/weekly records of consumption/utilization in the prescribed format in respect thereto.
- 8.14 The Contractor shall have to bear responsibility for their employment matters and any problem in this regard including employment of local un-skilled personnel, applicable wage rates and other issues pertaining to Contractor's operation with OIL. In case there is any disruption of work at the well site under such condition, the Contractor will be paid at **ZERO rate** during the effected period.
- 8.15 The Contractor must exercise economic use of consumables and water for normal operation which will reflect Contractor's performance as per oilfield practices.
- 8.16 The Contractor should inspect thoroughly the complete rig package before/during taking over the charge and submit report to Company. If any item is not found or found to be not satisfactory, the same should be immediately informed to Company for necessary arrangement/repair/replacement etc.
- 9.0 DIFFERENT TECHNICAL CONDITIONS:
- 9.1 Company will make the well programme available to the Contractor in advance at the running well. It will be necessary for the Contractor to workout the requirement of equipment/materials for the entire normal drilling operations in a particular well in advance. Additionally, day-to-day consumables, spares and other well requirements have to be indicated to the Company's authorized representative at the well site at least 24 hours prior to the actual need.
- 9.2 Company representative will advise the Contractor's representative regarding the works to be performed by the Tool Pusher on daily/shift basis. Tool Pusher shall keep the Company representative informed about all matters.
- 9.3 The Contractor shall carry out all operations hereunder with due diligence. In a safe manner and in accordance with standard/acceptable international oilfield practice, in the operating area.
- 9.4 Contractor will have to comply with all instructions of the Company through its authorized representatives consistent with provision of contract including without limitation to drilling, well control, safety instruction and pollution control etc.
- 9.5 The Company will monitor all activities of Contractor.
- 9.6 The Contractor will have to follow well programme issued by Company and Company reserves the right to modify the same at any time depending upon well situations or otherwise.
- 9.7 Contractor hereby agrees to commence operation without any delay at the well site as soon as the rig is ready.
- 9.8 The Contractor will have to check, start the engines, rig pumps, well killing pumps, well servicing pumps, generating sets, water pumps, bowser pumps, engines etc. and keep every thing in good operative condition.
- 9.9 Laying of all lines and hooking up operation for supply of water within the well plinth and camp to various distribution points will have to be done by the Contractor.

- 9.10 All necessary connections including electrical fittings will have to be rigged up and dismantled by the Contractor at well site and camp. Major tools will be provided by the Company. However, small tools like spanners, screwdrivers, measuring instruments like multimeter, insulation tester etc. will have to be arranged by the Contractor.
- 9.11 The Contractor will have to rig up and rig down the necessary logging tools and equipment and other related surface gear of Company's other Contractors as and when required.
- 9.12 The Contractor shall clear away all rubbish and surplus materials from the site on completion of work and shall leave the site clean and tidy.
- 9.13 The Contractor will keep all equipment well maintained and service worthy at all times.
- 9.14 The Contractor shall use all means to keep the hole full and all string of casing filled with drilling mud at all time as per the Mud Engineering policy prescribed by the Company.
- 9.15 Completion of drilling in any particular well shall occur when the well is logged satisfactorily, hermitically tested and drill pipes broken off and production testing carried out unless otherwise advised by Company.
- 9.16 Operating of Drilling Unit : The Contractor shall be solely responsible for the operation of the Drilling Unit including but not limited to supervising commissioning, production testing, rig down, rig move, rig up operations as required by Company as well as such operations at drilling location as may be necessary or desirable for safety of drilling unit.
- 9.17 Safety: Contractor shall observe all such safety regulations in accordance with acceptable oilfield practice and acceptable 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 blowout and maintain fire and well control equipment in sound condition at all times. The Contractor shall conduct such safety drills, BOP tests etc. as may be required at prescribed intervals.
- 9.18 Cuttings : The Contractor shall save and collect cuttings according to Company's instructions and place them duly labeled in containers furnished by Company.
- 9.19 Contractor shall assist in performing any test 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, acidising, swabbing operation by NCTU, fracturing and acid fracturing. Specialised tools/personnel for these operations will be provided by Company except for normal operations like swabbing.
- 9.20 Depth measurement : Contractor shall at all times be responsible for keeping accurate record of the depth of the hole as determined by steel tape measurements of drilling completion string and shall record such depths on the daily drilling report and tally books. Company shall have the right at any time to check measurements of depth of the hole in any manner.
- 9.21 Plug back : Upon being requested to do so by Company, the Contractor shall cease testing, drilling or any other operation and carry out operations for plug back and permanently abandon the well after recovering all possible well head and mounting / testing well head cap as per direction of the Company.
- 9.22 Contractor shall allow cement to set for a length of time as specified by the Company. During such time, Contractor shall assemble blow-out prevention equipment and test the same in a manner satisfactory to Company and otherwise make preparation for subsequent work as per the instruction of Company. Any re-cementing or repairs to casing will be done by the Contractor at Company's discretion.

- 9.23 In the event of any fire or blow out, Contractor shall use all reasonable means at his disposal to protect the hole and bring the said fire or blow-out under control.
- 9.24 Adverse weather : 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, well equipment, 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 exercising this clause.
- 9.25 The Contractor shall report at the earliest opportunity to the Company any evidence if identified which may indicate or is likely to lead to an abnormal or dangerous situation and immediately take the first emergency control steps.
- 9.26 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 the Company and mean time, exercise all reasonable efforts to overcome the difficulty, ensuring the safety of the well operation, personnel and equipment.
- 9.27 Amendment of Drilling and Completion Programme: Drilling and Completion Programme may be amended from time to time by reasonable modification as Company deems fit and in consultation with Contractor.
- 9.28 Contractor's independent status : It is expressly understood that the Contractor is an independent party and that neither it nor its employees and its sub-contractors are the employees or agents of Company. However, the Company is authorized to designate its representative, who shall at all times have access to the drilling unit, related equipment and materials and all records for the purpose of observing, inspecting and designating the work to be performed hereunder by the Contractor. The Contractor may treat the Company representative for the time being at well site as the 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.
- 9.29 Records to be kept by Contractor : Contractor shall keep and furnish to Company an accurate record of the jobs performed and formations drilled on the daily drilling report form. A legible copy of said form in duplicate signed by both Contractor's and Company's representatives shall be furnished by Contractor to Company.
- 9.30 Confidentiality of information : All information obtained/gathered by Contractor in the conduct of operations hereunder, including but not limited to depth, formations penetrated, coring, testing, surveying etc. shall be considered confidential and shall not be divulged by Contractor or its employees in any one other than the Company representative. Thus obligation of Contractor shall be in force even after termination of the contract.
- 9.31 The Contractor shall carry out normal maintenance of drilling rig and Company's other equipment/items at well site except the items for which the Contractor is not qualified to or can not maintain or repair with its existing personnel and equipment.

10.0 PREVENTION OF FIRE AND BLOW-OUTS :

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

10.2 Contractor shall test the BOPs by making pressure test at least once in every 7 days or at such time as instructed by the Company representative. However, the testing procedure and frequency must comply with Mines rule. The Contractor shall record the results of all such tests in the daily drilling report.

11.0 DISCIPLINE :

11.1 The Contractor shall maintain strict discipline and good order amongst their employees and shall abide by and conform to all rules and regulations promulgated by OIL and Contractor governing the operation at the assigned work site. Should the Company feel with just cause that the conduct of any Contractor's or their sub-contractor's personnel is detrimental to Company's interest, OIL shall notify the Contractor for removal of such personnel and Contractor shall remove the employee within 05 days time and replace with proper substitute.

12.0 RECORDS, REPORTS & INSPECTION:

The Contractor shall, at all times, permit the Company and its authorised employees and representatives to inspect all work performed and to witness and check all measurements and tests made in connection with the said work. The Contractor shall keep an authentic, accurate history and logs including safety records of each well with major items consumed and received on rig, which shall be open at all reasonable times for inspection by the Company and its authorised employees and representatives. The Contractor shall provide the Company designated representatives with a daily written report, on form prescribed by the Company showing details of operations during the preceding 24 (twenty four) hours and any other information related to the said well requested by the Company whenever so required. The Contractor shall not, without Company's written consent allow any third person(s) access to the said well, or given out to any third person information in connection therewith.

DETAILS OF SERVICES TO BE PROVIDED BY THE CONTRACTOR

Srl No.	SERVICES REQUIRED FROM THE CONTRACTOR	RESPONSIBILITY OF OIL
1.	Complete Rig-up and Rig down operations including inter-location move of Rig Package, Camp and OIL's materials at well/camp site.	OIL will provide right of ingress to/egress from the drilling location to Contractor.
2.	Handling and storage of all materials at well/camp sites.	OIL will supply the well consumables at well / camp.
3.	All transportation required for Contractor's personnel and transportation of all materials during inter-location movement of Rig. Further, procurement, transportation and supply of water at drill site and camp to be arranged by the Contractor.	Transportation for OIL's personnel will be arranged by OIL. Also, OIL will provide heavy crane facility at well site.
4.	Providing Bunk Houses and their maintenance/hygienic maintenance for Contractor's and OIL's personnel including soft furnishing, Catering, Security and recreation facilities.	OIL will not provide any camp site items. The complete infrastructure and facilities for camp site is the sole responsibility of Contractor.
5.	<p>ALL RIG OPERATIONS RELATED TO DRILLING; I.E.,</p> <p>(a) Spud in and Drilling</p> <p>(b) Round Tripping</p> <p>(c) Casing running in</p> <p>(d) BOP & W/head rig up testing and operation.</p> <p>(e) Drilling, Production W/head, X-mas tree etc. R/dn & R/up, hydraulic testing.</p> <p>(f) Tubing handling and tripping, drifting and maintaining of tally.</p> <p>(g) Hooking-up surface production connections including flare line, pit line etc. and necessary hydraulic testing.</p> <p>(h) Maintenance of engines/machineries/tools and equipment/materials of the rig for smooth drilling operation. No technical guideline will be provided for the schedule or preventive or break-down maintenance jobs except for critical jobs.</p> <p>(i) Any other jobs related to well operations.</p>	OIL to provide drilling rig, accessories, consumables and spares etc. Necessary well programmes will be provided by OIL before commencement of drilling in every location and supervise the work during drilling.
6.	<p>Services of all the back-up operations at and around well site and any other associated installations including break-down maintenance for the following with their existing manpower;</p> <p>a) Fire Tender Pumps</p> <p>b) Electricity (Gen. Set)</p> <p>c) Effluent water pumping and oil skimming</p>	OIL to provide equipment with POL. Necessary spares and guidelines for maintenance will be provided by the Company.

7.	Maintenance of well plinth and house keeping of well site including Company's and Contractor's offices and bunk houses.	Company to provide plinth maintenance materials, as and when required. Requirement will be assessed by Company representative.
8.	Break-down maintenance and the periodic maintenance of all rig components and accessories at site.	Company to 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 conditioner for PCR is Contractor's responsibility.	Company will provide the spares and guidelines.
10.	Laying of lines for; a) Water lines from pump to well and Bunk houses, 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 for fire tender pump at camp and well site.	Company to provide pipes and the victaulic joints (if reqrd.). Company will provide the right of way of lines.
11.	Removal of lines (Srl. No. 10 above) after the well is rigged down.	----
12.	Skimming of oil and collection of effluent oil in to drums from effluent pit or any other pit as directed by Company representative.	----

**MAJOR ITEMS OF RIG PACKAGE (SUPPLIED BY OIL)
TO BE CONSIDERED FOR RIG MOVE**

ITEM	DESCRIPTION	QTY.	ITEM	DESCRIPTION	QTY.
1	Trailer mounted mobile rig	1	23	Drilling Instruments	1 Set
2	Base	1	24	Rotary Table	1
3	Mud Pump Unit	2	25	Swivel	1
4	Mud Tank & Water Tank	6	26	Hook-block	1
5	SCR/MCC House	1	27	Mud Assay Room	1
6	Generating Room	2	28	Others A	4
7	Air-Compressor Room	1	29	Others B	2
8	Fuel Tank	2	30	Spare Parts	1 Set
9	Feeding Platform	2	31	Bunk Houses	4 Nos.
10	LWC Tank	1	32	Tool bin	2 Nos.
11	Pre-Flush Tank	1	33	Cement Silos	6 Nos.
12	Trip Tank	1	34	4.1/2" OD Grade "G" Drill Pipe	2500 M
13	Heavy Duty Sill Beam	1	35	4.1/2" OD Grade "G" Pup Joints (assorted sizes)	9 Nos.
14	Navicular Base	2	36	5" OD Heavy weight Drill Pipe	24 Nos.
15	Doghouse	1	37	9.1/2" OD Drill Collar with lifting plug & short drill collars & 10.3/4" washover pipe -3	4 (3+1) Nos.
16	Doghouse Support	1	38	8" OD Drill Collar with lifting plug	11 Nos.
17	Catwalk and Ramp	1	39	6.1/2" OD Drill Collar with Lifting plug	24 Nos.
18	D.P. Racks	12	40	String type Stabilizer for 26" hole	1 No.
19	Wingboard ladder & Guardrail	1 Set	41	String type & near bit Stabilizers for 17.1/2" hole	3 (2+1) Nos.
20	Cable Groove	1 Set	42	String type & near bit Stabilizers for 12.1/2" hole	6 (4+2) Nos.
21	Equipment on Tank Surface	1 Set	43	Replaceable Sleeve for 12.1/4" Stabilizer	3 Nos.
22	Ground Manifolds	1 Set	44	String type & near bit Stabilizers for 8.1/2" hole	4 (3+1) Nos.

ITEM	DESCRIPTION	QTY.	ITEM	DESCRIPTION	QTY.
45	Replaceable Sleeve for 8.1/2" Stabilizer	3 Nos.	52	11" X 5 M – 13.5/8" X 5 M Adapter Spool with two side outlets	1 No.
46	350 Ton Capacity heavy duty slip type elevator with accessories	2 nos.	53	BOP Control Unit with electrical and air operated pump and remote control	1 No.
47	Hydraulic Casing Power Tong with Hydraulic Unit	1 No.	54	Choke and Kill Manifold 5000 Psi	1 No.
48	13.5/8" X 5 M Double ram BOP with ram of 2.7/8" to 9.5/8" and Blind	1 No.	55	Coflexip flexible steel choke and kill hose	1 No.
49	13.5/8" X 5 M Annular BOP	1 No.	56	High Pressure Kill Pump	1 No.
50	13.5/8" X 5 M Drilling Spool with two side outlets	1 No.	57	2" X 6000 Psi X 40 ft. Chiksen Hose	10 Nos.
51	13.5/8" X 3 M – 13.5/8" X 5 M Adapter Spool with two side outlets	1 No.	--	---	--

Note : The list furnished above covers only the major items/equipment generally required/ used in on-shore drilling operations. However, any other items/equipment used/ surplus at the last drilling location must also be transported to the next location by the Contractor as per advice of Company.

FORMAT FOR UNDERTAKING BY CONTRACTOR’S PERSONNEL

I S/O
R/O..... with M/s.
have been deployed
with effect fromOil by my employer M/s.

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

I am employee of M/s. for all practical purposes and there in privity of Contract between me and OIL.

Signature with date

Place : JODHPUR

WITNESS :

1. Name :
Designation :
Date :

2. Name :
Designation :
Date :

SECTION – VI

BID FORM AND SCHEDULE OF RATES

(A) BID-FORM :

Date :
Tender No. : JCO 5737 P08

M/s. OIL INDIA LIMITED
12, OLD RESIDENCY ROAD
JODHPUR (RAJASTHAN)

Gentlemen,

Having examined the Tender Document and in particular the General and Special Conditions of Contract, the Scope of Work/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 45 days** calculated from the date of receipt of firm letter of intent of awarding the Contract.

If our bid is accepted, we will furnish the **Guarantee of a Bank for sum of not exceeding 10% of the total estimated contract value for the due performance of the Contract.**

We agree to abide by the bid for a period **120 days** from the date fixed for bid opening and it shall remain binding upon us and may be accepted at any time before the expiry 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 lowest or any bid you may receive.

Dated this Day of 2007

(Signature)

(in the capacity of)

Bidder's Name :
Bidder's Address :

**(B) : SCHEDULE OF RATES FOR "MAN-MANAGEMENT SERVICES" FOR
OPERATION OF DRILLING RIG TO BE DEPLOYED BY COMPANY :**

1.0 MOBILISATION CHARGES (MOB) : **(One time lump sum charges)**

- Mobilization charges must include mobilization of all manpower, camp and all other requisite materials/equipment to be deployed by the Contractor as per provision of this contract up to the first drilling location.
- Mobilization charges should cover all costs to be incurred by the Contractor to mobilize the complete package to the first drilling location.
- Mobilisation will be treated as complete when all crew and materials/equipment etc. arrive at the first location and camp is set up.
- Mobilisation charges will be payable when all crew / materials / equipment are positioned to undertake/commence the work assigned under the Contract at the first location (approximately 400 km from Jodhpur, connected with State Highways) and duly certified by the Company's Engineers.

2.0 DEMOBILISATION CHARGE (DEMOB.): **(One time Lump sum charges)**

- Demobilisation charges should include demobilization of all materials/equipment including camp and manpower deployed by Contractor for execution of this contract from the last drilling location.

NOTE :Mobilisation and de-mobilisation charges combined together should not exceed 10% of the total evaluated value (ref. Proforma-II of Section-X) of the contract.

3.0 OPERATING CHARGES :

3.1 OPERATING DAY RATE (ODR):

The operating Rate shall be paid per 24 hours a day or part thereof payable on pro-rata to the nearest half hour basis and will become payable during the following operations from the time the well is spudded (after drilling mouse hole and setting of scabbard and mouse hole pipe) until the rig is released for the move to the next location.

- Drilling
- Coring
- Tripping with drilling and production string
- Circulating drilling/production fluid
- Reaming, conditioning hole and hold opening
- Fishing operations
- Making up and breaking down drill-pipes, drill collars, tubing & other tubulars.
- Drilling out cement, collar and shoe
- Production tests operations as per well testing policy
- Casing running-in and cementation
- Mixing of conditioning mud with drill-pipe in the hole
- Laying down of production string from hole
- Laying down of Doubles/Tribble stand
- Waiting on Cement
- Electric logging and wireline operation
- Production testing without any operation
- Waiting on order/decision of operations
- Waiting on company's equipment materials and services
- During any period when contractor is unable to proceed with operation because of adverse weather condition.
- Any other operations to complete the well as per drilling program related to drilling operation but not mentioned hereof, subject to certification by company representative

3.2 STANDBY DAY RATE (SB):

The standby rate shall be paid per 24 hours a day or part thereof on pro-rata to the nearest half hour basis and will be payable when operations are suspended under the following conditions.

- During any period in which operations are suspended due to repair of drilling unit/contractor's items caused by well blowout, fire or cratering due to blowout which are not attributed either by company or contractor.
- For all time during which company at its option may elect to suspend operations except under Force Majeure situation.
- For all time when operation is suspended due to non fulfillment of obligations by another contractor deployed by Company in connection with drilling.

Note : Standby day rate should not exceed more than 90% of the operating day rate.

3.3 REPAIR DAY RATE (RR) :

Repair day rate shall be paid per 24 hours a day or part thereof on pro-rata to the nearest half hour basis and will be payable when operations are suspended due to repair of drilling rig and rig equipment except for damages due to well blowout.

Note : Repair day rate should not exceed more than 75% of the operating day rate.

3.4 FORCE MAJEURE DAY RATE (FM):

The force majeure rate shall be paid per 24 hours a day or part thereof on pro-rata to the nearest half hour basis during the first 10 days period of force majeure situation. No payment shall accrue to the Contractor beyond the first 10 days period unless mutually agreed upon. If the force majeure situation is envisaged to continue further (more than consecutive 10 days), either party will have the right to terminate the contract by giving 10 days notice unless otherwise mutually agreed to. The necessary and sufficient condition for application of force majeure rate will be guided as per Clause 11.0 under Section - III of the Bid Document.

Note : Force Majeure day rate should not exceed more than 90% of the operating day rate.

4.0 INTERLOCATION MOVE RATE (ILM) / DRILLING SITE SHIFTING CHARGES:

4.1 During inter-location movement, shifting of Company's Rig package, equipment, materials and tools etc. and also shifting of personnel deployed by the Contractor & entire Camp (whenever considered necessary) will be the sole responsibility of the Contractor. Inter-location move rate will be payable depending on the distance between the locations. Therefore, bidders to quote inter-location movement rates (all inclusive charges) towards different slabs of the distance between two locations considering the important parameters viz; (i) Fixed Charges towards rig-down in present location and rig-up at the next location (ii) Running Kilometrage charge towards loading, shifting and receiving all items at the next location. Both these charges together will make the total inter-location movement charge.

4.2 Shifting of Camp Site may not be required against all rig moves. Company's decision in this regard will be final and binding on the Contractor. Therefore, bidders must take note of this and quote the Inter-location move rates as called for vide "Price Schedule Format (Proforma – II of Section – X)" for;

i) Shifting of Rig package together with complete rig/camp site equipment & materials:

Fixed ILM rate + Running Kilometrage rate (for different slabs of distance between two locations)

- 4.3 Inter-location movement operation will start from the moment the Company releases the drilling unit for rig down at present location of the rig. The Contractor is expected to rig down at present location and receive materials at next location as directed by Company and effect rig up job simultaneously. Inter-location move rate will be applicable till the next well is spudded in after all the materials/equipment including camp items (whenever required) are transferred and set up at the new location. Before spudding in, the Contractor shall complete all jobs including, but not limited to rig up of service lines, block, hook etc., drilling and setting scabbards (at the option of Company) of mouse & rate holes, compliance/ ratification to meet safety norms and other jobs normally done prior to spudding in.
- 4.4 The inter-location movement operation will include the clearing of the drilling location off all materials, rig parts and made free from all pollutants.
- 4.5 The number of days permissible to affect an inter-location move up to 35 Kms will be 10 (ten) days. Any increase in rig move distance for each block of 50 Kms or part thereof shall be computed as equivalent to one day. When camp is also required to be shifted together with Rig, additional four (04) days will be allowed to the Contractor irrespective of distance for completing the ILM.
- 4.6 In case, Inter-location move time exceeds the time schedule indicated above, 5% (Five percent) deduction for each day of delay or part thereof will be made from the total calculated inter-location move charges for that particular rig move with respect to which delay takes place.
- 4.7 No other day rate as mentioned under para 1.0, 2.0, 3.1, 3.2 & 3.3 hereof will be payable when inter-location movement is in progress. However, In case of Force Majeure situation during the inter-location movement, only Force Majeure day rate as per para 3.4 above will be applicable for such period of force majeure and also the Contractor will be allowed the additional number of days equivalent to the force majeure period for completion of inter-location movement without any deduction as set forth in para 4.6 above for the delay on account of force majeure.

5.0 CHARGES FOR EACH MEAL :

(In excess of 20 personnel designated by Company on any day : per meal per day)

The successful bidder will have to arrange catering services for their employees, employees of their sub-contractors (if any) as well as for Company employees and employees of other contractors engaged by Company at drill site for performance of drilling associated services. This includes bed tea, breakfast, lunch, evening tea with snacks and dinner. The food must be of standard quality. **No charge will be payable by the Company for catering services up to a maximum of 20 Nos. of Company's designated personnel a day.** For any extra personnel beyond above mentioned 20 persons designated by the Company on any day, catering services will be provided by the Contractor on payment basis as per the rates quoted/agreed on per meal per day basis.

6.0 CHARGES FOR OTHER SERVICES:

Bidders must quote rates separately for the following jobs on lump sum basis inclusive of all charges.

6.1 **Rig up charges :**

The Contractor may be asked by Company to do the "RIG UP" job only as per details enumerated under clause No. 1.13 in Section – III. This rate will be applicable when the rig is commissioned at the first location. Bidders to quote all inclusive Lump sum "RIG UP" charges.

6.2 **Rig down charges :**

The Contractor may be asked by Company for “RIG DOWN” only and to complete disassembling of mast & substructure as defined under clause No.1.14 in Section – III. This rate will be applicable when the contract is terminated after drilling the last location as decided by Company. Bidders to quote all inclusive Lump sum “RIG DOWN” charges.

7.0 **DAILY RATES FOR EXTRA/ADDITIONAL PERSONNEL :**

7.1 During the currency of contract, Company may ask the Contractor to deploy extra personnel in addition to those listed in Section – V (Scope of work/Terms of reference). Bidders are requested to quote for per day (24 hours) per person charges for such additional deployment, if any, as outlined in enclosed **Proforma – III** to Section–X. In case of any such requirement, the Contractor will have to mobilize these additional personnel within three (03) days or early from the date of receipt of requisition from the Company. The rates quoted should be inclusive of all taxes and payment will be made on pro-rata up to nearest half hour basis depending upon the actual period of deployment. However, these rates will not be considered for bid evaluation purpose.

8.0 **NIL DAY RATE:**

Nil day rate will be applicable in case the operation is to be suspended and rig remains idle for want of Contractor’s personnel, items or on account of non-compliance by the Contractor to any of their obligation under this contract.

GENERAL NOTES :

1. The bidders are to quote the prices inclusive of all taxes and duties including but not limited to Service tax, corporate/personal taxes etc.
2. Company will provide HSD for running the Rig and all Rig equipment. However, Company will not provide HSD and electricity for running the Camp, which are to be arranged by the Contractor at their cost.

(**END OF SECTION – VI**)

SECTION – VII

FORM OF BID SECURITY (BANK GUARANTEE)

WHEREAS, (Name of Bidder) _____ (hereinafter called "the Bidder") has submitted his bid dated (Date) _____ for the provision of certain oilfield services (hereinafter called "the Bid").

WE KNOW ALL MEN by these presents that We (Name of Bank) _____ of (Name of Country) _____ having our registered office at _____ (hereinafter called "the Bank") are bound unto Oil India Ltd (hereinafter called "Company" in the sum of (_____) * for which payment well and truly to be made to Company, the Bank binds itself, its successors and assignees by these presents. SEALED with the common seal of the Bank this _____ day of _____, 2007.

THE CONDITIONS of this obligation are:

- (1) If the Bidder withdraws his Bid during the period of bid validity specified by the bidder
- (2) If the Bidder, having been notified of the acceptance of his Bid by the Company during the period of Bid validity :
 - (a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, on tender document;
or
 - (b) fails or refuses to furnish the Performance Security in accordance with the Instructions to Bidders on tender documents.

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

This guarantee will remain in force up-to and including the date (date of expiry of bank guarantee should be minimum 60 days beyond the validity of the bid) any demands in respect thereof should not reach the bank not later than the above date.

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

Date :

Signature of issuing authority of Bank with
designation seal and seal of the bank.

(END OF SECTION-VII)

SECTION – VIII

FORM OF PERFORMANCE BANK GUARANTEE (UNCONDITIONAL)

To : (Name of Company _____)
(Address of Company _____)

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

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a bank Guarantee by a recognized bank for the sum specified therein as 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 HEREOF we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of (Amount of Guarantee) * _____ (in words) _____ such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of the 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 modifications of the terms of the contract or of the work to be performed there-under or of any of the contract documents which may be made between you and Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee is valid until the date (.....) four months after Contract completion.

SIGNATURE & SEAL OF THE GUARANTOR

Name of Bank

Address

Date

* An amount is to be inserted by the Guarantor, representing the percentage of the Contract price specified in the forwarding letter, and denominated either in the currency of the Contract or in a freely convertible currency acceptable to the Company.

NOTE : Bidders are NOT required to complete this form while submitting the Bid.

(END OF SECTION-VIII)

SECTION – IX

SAMPLE FORM OF AGREEMENT

THIS AGREEMENT is made on the day of..... 2007, between (Name of Company)- _____ of (Mailing address of Company) _____, hereinafter called "the Company", of the one part and (Name of Contractor) _____ (hereinafter called "the Contractor") of the other part.

WHEREAS the Company is desirous that certain works should be executed viz. (Brief description of works) _____ and has, by Letter of acceptance dated (Date of Letter of Acceptance) _____, accepted a Bid by the Contractor for the execution, completion and maintenance of such works.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this agreement words and expressions shall have the same meanings as are respectively assigned to them in the conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz. :
 - a) This form of Agreement,
 - b) The Letter of Acceptance,
 - c) The said Bid and Appendix,
 - d) The Technical Specifications and
 - e) The Priced Bid and Quantities,
 - f) The Drawings,
 - g) The Schedules of Supplementary Information,
 - h) The Special Conditions of Contract and
 - i) The General Conditions of Contract
3. The aforesaid documents shall be taken as complementary and mutually explanatory of one another, but in the case of ambiguities or discrepancies they shall take precedence in the order set out above.
4. In consideration of the payment to be made by the Company to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Company to execute, complete and maintain the works in conformity in all respects with the provisions of the contract.
5. The Company hereby covenants to pay the Contractor in consideration of the execution, completion and maintenance of the works the Contract price at the times and in the manner prescribed by the Contract.

IN WITNESS WHEREOF the parties hereto have set their respective hands and seals to this Agreement on the day, year first written above.

SIGNED, SEALED AND DELIVERED.

By the said Name _____

On behalf of the Contractor
in the presence of:

(END OF SECTION - IX)

SECTION – X

BID EVALUATION CRITERIA / BID REJECTION CRITERIA

A. BID REJECTION CRITERIA (BRC):

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

1.0. TECHNICAL:

- 1.1 The Bidder as the primary entity must be an Indian firm, financially and organisationally sound and should have a minimum of two (02) years experience of providing Man-management Services for Operation and Maintenance of Drilling Rigs to any Exploration Company in India during last 05 (five) years calculated up to the bid closing date.
- 1.2 Bidder who does not have their own experience in Drilling operations may also quote provided they have a tie-up before the Bid Closing Date with collaborator(s)/joint venture partner(s) to satisfy the above criteria. However, the bidder of their own must have experience of handling at least one project in any oil field services of the magnitude of Rs. 2.0 crores during last 05 (five) years ending on 31st March, 2007.
- 1.3 In support of their qualification/experience (in case of collaboration/JVC), the bidder must submit/confirm all such documents/information in respect of the partners together with a copy of agreement detailing the responsibilities/accountabilities of all the parties/ partners. All above mentioned document(s) should be duly notarised and validity of all agreement/ documents should cover the entire duration of the contract including extension period of the contract, if any.
- 1.4 The bidder shall be required to provide the following documentary evidences in support of the bid (in case of collaborator, JVC, these documents should be submitted in respect of all partners/collaborators) :
 - a) Documents establishing minimum two years experience in providing Man-management Services for operation and maintenance of drilling rigs for oil/gas well drilling.
 - b) Current areas of operation with name of the company, if any.
 - c) Areas where already worked with name (s) of company (ies).
 - d) Duly notarised copies of document defining the Constitution and legal status of the bidder, place of registration and principal place of business.
 - e) Audited/certified reports of financial standing of the bidder, such as profit and loss statements, balance sheets and auditors report for the past three years.
 - f) Bidder's experience in handling at least one project in any oilfield service of the magnitude of Rs. 2.0 Crores during last five years ending on 31st March, 2007.
- 1.5 Collaboration/joint venture partnership with a firm who submits offer as an independent bidder against this tender will not be accepted.
- 1.6 The bidder must possess their own P.F. Code Number, documentary evidence for the same must be submitted alongwith the bid.

- 1.7 The key manpower to be engaged by the successful bidder should be as per qualifications, experience and number indicated in the tender document under “Scope of Work”. Bio-data of the intended key persons are to be provided alongwith the bid. Further, total number of manpower deployment indicating levels, numbers, qualification/ experience of all the personnel including key persons must be provided along with technical details, without these documents/confirmation, the bid would be liable for rejection.
- 1.8 Bids which do not include all the jobs / services mentioned in the tender document will be considered as incomplete and rejected.
- 1.9 The bids will be technically evaluated based on the requirements given in Section – V(Scope of Work / Terms of reference) of the tender document.
- 1.10 Offers indicating mobilisation time more than 45 days from the date of notification of award of contract (LOI) will be summarily rejected.

2.0 COMMERCIAL:

- 2.1 The bids are to be submitted in a single stage two bid system i.e. Technical bid (un-priced) and commercial bid (priced) submitted together in separate envelopes. Both the bids should be identical except that only the commercial bid should contain the prices. The Bid will be summarily rejected if the Technical Bid contains the prices/rates.
- 2.2 Bidder shall offer firm prices. Prices quoted by the successful bidder must remain firm through out execution of the contract and not subject to variation on any account.
- 2.3 Bid security shall be furnished as a part of technical requirement of the bid. The amount of bid security should be as specified in the 'Forwarding Letter'. Bid not accompanied by a proper bid security (except those exempted) will be rejected.
- 2.4 Bid received after the scheduled bid closing date and time will be rejected.
- 2.5 Bid shall be typed or written in indelible ink and original bid shall be signed by the bidder or his authorised representative(s) on all pages failing which the bid will be rejected.
- 2.6 Bid shall contain no interlineations, erasures or overwriting except as necessary to correct 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.
- 2.7 Bid containing false statement will be rejected.
- 2.8 Bids with inadequate validity shall be rejected.
- 2.9 Conditional offers will be rejected.
- 2.10 Bidder must quote clearly and strictly in accordance with the price schedule outlined in Price Bid Proforma of bidding document, otherwise the bid will be summarily rejected.
- 2.11 Bidder must accept and comply with the following clauses as given in the Tender document in toto, failing which the offer will be rejected :
 - Performance Security Clause
 - Tax liabilities Clause
 - Insurance Clause

- Force Majeure Clause
- Termination Clause
- Arbitration Clause
- Liability Clause
- Withholding Clause
- Applicable Law Clause
- Obligation of Bidders Clause
- Liquidated damage and penalty clauses

3.0 GENERAL:

- 3.1 The compliance statement (**Proforma – I**) should be duly filled up and should form a part of technical bid. In case bidder takes exception to any clause of tender document not covered under BEC/BRC, then the company has the discretion to load or reject the offer on account of such exceptions if the bidder does not withdraw/modify the deviations when/as advised by the Company. The loading so done by the Company will be final and binding on the bidders.
- 3.2 To ascertain the substantial responsiveness of bids, the company reserves the right to ask the bidder for clarification in respect of clauses covered under BEC/BRC also and such clarifications fulfilling the BEC/BRC clauses in toto must be received on or before the deadline given by the Company, failing which the offer will be summarily rejected.
- 3.3 The bid documents are not transferable. Offers made by Bidders who have not purchased the Tender Documents from the Company will be rejected.
- 3.4 The company also reserves the right to cancel/withdraw the Tender or annul the bidding process at any time prior to award of contract, without thereby incurring any liability to the bidders or any obligation to inform the bidders of the grounds for Company's action
- 3.5 **If any of the clauses in the BEC/BRC contradicts with other clauses of Bid Document elsewhere, then the clauses in the BEC/BRC shall prevail.**

B. BID EVALUATION CRITERIA (BEC):

- 1.0 The bids conforming to Scope of Work, terms and conditions stipulated in the tender and considered to be responsive after subjecting to Bid Rejection Criteria will be considered for further evaluation as per Bid Evaluation Criteria.
- 2.0 Cost details will be evaluated on total value for **01 (one) year** of operations. The contract will be signed with successful bidder for initial period of 01 (one) year with provision for extension/termination. Depending on the performance of the contractor, the Company reserve the right to extend the contract up to a period not more than 01 (one) year under the same rate, terms and conditions or terminate the contract. Any further extension will be agreed only after rates, terms and conditions are mutually agreed upon.
- 3.0 Commercial Evaluation of bids submitted by the technically qualified bidders will be done on the basis of rates quoted by them. However, bidders must comply to the limits indicated against each of the following rates.
- a) Payment towards mobilisation and demobilisation charges together will not exceed 10% of the total evaluated contract value for 01 year.
 - b) Payment towards standby day rate shall not exceed 90% of the operating day rate.
 - c) Payment towards rig repair day rate shall not exceed 75% of the operating day rate.
 - d) Payment towards Force Majeure day rate shall not exceed 90% of operating day rate.

- 4.0 It is, however, to be clearly understood that the assumptions made in respect of the number of days/parameters for various operations are only for the purpose of evaluation of the bids. The Contractor will be paid on the basis of the actual number of days/ parameters, as the case may be.
- 5.0 **Evaluation of the Priced Bids will be as per enclosed Proforma-II for arriving at the Total Estimated Cost of the Contract.**

NOTE:-

- i) The items referred in the enclosed Proforma – II are to be read in conjunction with **Section-VI**.
- ii) All taxes and levies including Service tax etc. will be borne by the Contractor.
- iv) The Bids in which the rates for any part of the work are not quoted, shall be rejected . However, if no charge is involved for any of the work, '**NIL**' should be mentioned against such part of work.

STATEMENT OF COMPLIANCE
(Only exceptions/deviations to be rendered)

SECTION NO. (PAGE NO.)	CLAUSE NO. SUB-CLAUSE NO.	COMPLIANCE/ NON COMPLIANCE	REMARKS

(Authorised Signatory)

Name of the bidder _____

NOTE : OIL INDIA LIMITED expects the bidders to fully accept the terms and conditions of the bid document. However, should the bidders still envisage some exceptions/ deviations to the terms and conditions of the bid document, the same should be indicated here and put in their Technical bid. If the proforma is left blank, then it would be presumed that the bidder has not taken any exception/deviation to the terms and conditions of the bid document.

PRICE SCHEDULE FORMAT

FOR COMMERCIAL EVALUATION

Sl. No.	Description of item	Unit	Total Quantity	Unit Rate (Rs.)	Total amount (Rs.)
1.0	<u>MOB-DEMOB CHARGES :</u>				
i)	Mobilisation charge (M)	Lump-sum	One		
ii)	Demobilisation charge (D)	Lump-sum	One		
I)	Total Mob & De-mob charges : (i) + (ii) under Srl. No. 1.0 above				
2.0	<u>OPERATING CHARGES :</u>				
i)	Operating day rate per 24 hrs	Day	256 days		
ii)	Standby day rate per 24 hrs.	Day	20 days		
iii)	Repair day rate per 24 hrs.	Day	10 days		
iv)	Force Majeure day rate per 24 hrs.	Day	10 days		
II)	Total Operating charges : (i) + (ii) + (iii) + (iv) under Srl. No. 2.0 above				
3.0	<u>INTER-LOCATION MOVE (ILM) CHARGES :</u>				
3.1	Shifting of Rig package, drilling site items including camp set up:				
A) i)	ILM rate (fixed charge) (If distance between two locations is 35 KM or less)	Lump-sum	05 Nos.		
	+				
ii)	Running charges per KM	KM	150 KM		
B) i)	ILM rate (fixed charge) (If distance between two locations is above 35 KM)	Lump-sum	03 Nos.		
	+				
ii)	Running charges per KM	KM	1450 KM		
III)	Total ILM (Rig and Camp shifting) : A + B under Srl. No. 3.1 above				
IV)	Charges for meal on per person per day in excess of 20 persons	No	500		
V)	Charges for Rig-up job only	Lump-sum	One		
VI)	Charges for Rig-down only	Lump-sum	One		
Total Estimated Value of the Contract = Sum Total of (I+II+III+IV+V+VI) (for evaluation purpose only)					

NOTE : 1. Bidders are also requested to quote rates per person per day basis as per enclosed **Proforma - III** towards extra/additional deployment of personnel, if required during the currency of the contract.

2. The bidders are to quote the prices in Indian Rupees only, inclusive of all taxes and duties including but not limited to Service tax, corporate/personal taxes etc. However, the quantum of Service tax included in quoted rates must also be separately indicated.
3. The number of days/parameters for various operations shown above are only for the purpose of evaluation of the bids. The Contractor will be paid on the basis of the actual number of days/parameters, as the case may be.

PRICE SCHEDULE FORMAT
(NOT FOR BID EVALUATION)

(DAILY RATES FOR ADDITIONAL PERSONNEL, IF REQUIRED)

Srl. No.	Category of Personnel	Amount (Rs./day/person)	Amount in words (Rupees per day per person)
1	Area Manager		
2	Tool Pusher		
3	Tour Pusher		
4	Driller		
5	Asst. Driller		
6	Electrical Engineer		
7	Mechanical Engineer		
8	Rig Electrician		
9	Mechanics (Pump)		
10	Mechanic (ICE)		
11	Instrumentation Technician		
12	Top Man		
13	Floor Man		
14	Roustabout		
15	Welder		
16	Heavy Crane Operator		
17	Chemical Helper		
18	Engineering Helper		
19	Electrical Helper		
20	Telephone Attendant/Office boy		
21	Gate Guard		
22	Wireless Operator		
23	Paramedic		

(END OF SECTION-X)