



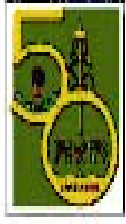
ऑयल इंडिया लिमिटेड
(भारत सरकार का उद्योग) पंजीकृत कार्यालय: दुर्लभारण, असम
Oil India Limited
(A Government of India Enterprise) Registered Office: Durlahar, Assam

Plot No. 19, Sector 16A,
Noida – 201301, U.P.
Phone: 0120 – 2511762
Fax: 0120 - 2488310
E-mail: cemg_c&p@oilindia.in
Web Site: www.oil-india.com

Bid document for hiring of one no. Anchor Moored Mobile Offshore Drilling Unit (MODU) suitable for water depth of range 400m to 500 m to drill one no. exploratory well in the Cauvery Basin (NELP VIII Offshore Block CY-OSN-2009/2 in the Gulf Mannar.

Tender No.
CLG5233P15 DT. 30.10.2014

Date and time of closing of e-tender - 16.12.2014, 11: 00 hrs
Date and time of opening of e-tender – 16.12.2014, 15: 00 hrs



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To

M/s.

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INVITATION TO BID

Dear Sir,

Bids are invited in the prescribed bid forms and proforma enclosed herewith from Bidders through E-Procurement site through OIL's e-bidding engine at <https://etender.srm.oilindia.in/irj/portal> for hiring of one no. Anchor Moored Mobile Offshore Drilling Unit (MODU) suitable for water depth of range 400m to 500 m to drill one no. exploratory well in the Cauvery Basin (NELP VIII Offshore Block CY-OSN-2009/2 in the Gulf Mannar).

The brief details of the tender are given below:

1.	Tender No	CLG5233P15 DT. 30.10.2014
2.	Duration of the Contract	For a period of 4 months or completion of one well.
3.	Cost of Tender Document	Rs. 40,000/- or USD 675
4(i)	Commencement of purchase of tender documents	10.11.2014, 10:00 hrs (IST)
4(ii)	Date of closure of purchase of tender documents	09.12.2014, 17 :00 hrs (IST)
5.	Pre-Bid Conference Date / Time	01.12.2014
6.	Closing date & time for submission of bids (both unpriced techno-commercial and priced bid) by bidders to OIL.	As Mentioned in the On-line Tender
7.	Opening date & time:- i) Un-price techno-commercial bid ii) Price Bid	As Mentioned in the On-line Tender To be intimated later
8.	EMD / Bid Bond	Rs. 2.60 Crore or USD 433,300.00 valid for 150 days from date of opening of technical bid.
9.	Bid Bond Validity	150 days from the date of opening of un-priced bids
10.	Bid Validity	120 days from the date of opening

		of un-priced bids
11.	Amount of Performance Bank Guarantee	@ 7.5% of Total Contract Value.
12.	Validity of Performance Bank Guarantee	The Validity of the PBG should be 06 months after completion of works or 03 months after completion of warranty obligation, whichever is later.
13	Mobilization period	Bidders are required to confirm that, they shall mobilize and deploy the Drilling Unit along with crew so as to commence operations at the specified location "On or before 31st May 2015. However, 90 days mobilization time from date of issue of Letter of Award (LOA) will be given to the Contractor
14.	Address for Correspondence	OIL INDIA LIMITED CEMG / E&D Group FC-24, 5th Floor IT Infrastructure Building, Sector 16A, Noida – 201301, U.P

2.0 The tender will be governed by the "Instructions to Bidder" at Annexure – I, "Model Contract Conditions" at Annexure – II, "Scope of Work" and "Technical Specifications" and other details at Annexure – III, Price details as per Annexure – IV and Bid Evaluation Criteria at Annexure – V, and Integrity Pact at Annexure –I (appendix 12) with all enclosed Appendices in the tender document alongwith NIT and Invitation to Bid.

3.0 Resolution of clarifications / exceptions / deviations to tender terms & conditions and specifications:-

OIL INDIA LIMITED expects bidders to confirm compliance to tender terms and conditions and specifications, failing which the bids are liable to be rejected. Hence all bidders in their own interest are advised to submit their bids complete in all respects conforming to all terms and conditions of the bid document.

Bids shall be evaluated based on the information / documents available in the bid. Hence bidders are advised to ensure that they submit appropriate and relevant supporting documentation alongwith their proposal in the first instance itself. Bids not complying to the requirements of bid documents will be rejected without any further opportunity.

4.0 Two Bid System shall be followed for this tender. Bid Evaluation Criteria at Annexure– V of the Bidding Documents shall be the basis for evaluation of tenders.

5.0 Pre-Bid Meeting / Conference:

5.1 OIL will organize a pre-Bid conference at Noida, India for providing clarifications to prospective bidders on Bid Rejection Criteria (BRC)/Bid Evaluation Criteria(BEC), Terms of Reference/Technical Specifications, Terms and conditions of the tender to enable them to understand the exact service

requirement of the Company. Bidders interested to attend the pre-bid conference should contact/intimate well in advance for details of the venue, to **Rupak Kalita, Sr. Manager (C&P) (CEMG),OIL INDIA LIMITED,5th Floor, FC-24,IT Infrastructure Building, Sector 16A, NOIDA, UP E-MAILS : rupakkalita@oilindia.in;cemg_c&p@oilindia.in**. Foreign bidder may also request for an invitation letter, if required, for the purpose of visa for attending the conference.

5.2 At the most 2 (two) representatives from each prospective bidder shall be allowed to participate in the pre-bid conference. All costs for attending the pre-bid conference shall be to prospective bidders' account.

5.3 The prospective bidders shall submit their queries through E-mail to e-mail id rupakkalita@oilindia.in; cemg_c&p@oilindia.in prior to the date of pre-bid conference and such queries must reach OIL's office by **26.11.2014**. OIL shall either reply /clarify their queries through e-mail or in the pre-bid conference, if it is held. OIL will not be responsible for non-receipt or late receipt of any bidder's query in OIL's office

6.0 Bidders also to note that one agent cannot represent two bidders.

7.0 The price bids submitted in physical form against e-procurement tenders shall not be given any cognizance.

NOTICE INVITING TENDER (NIT)
UNDER INTERNATIONAL COMPETITIVE BIDDING

Oil India limited (OIL), a Govt. of India Enterprise under Ministry of Petroleum & Natural Gas was awarded NELP VIII offshore block CY-OSN-2009/2 (area: 1621 km²) with 50% PI as Operator and Oil and Natural Gas Corporation (OIL) with 50% PI in the Gulf of Mannar. The Production Sharing Contract (PSC) was signed on 30th June, 2010 and the Petroleum Exploration License (PEL) was granted on 2nd August, 2010 by the Government of India.

Oil India Limited (OIL), CEMG Office, FC 24, Sector 16A, Noida invite firm quotation from experienced and competent service providers meeting the BEC/BRC of the tender under Single Stage Two Bid system through its e-tender portal <https://etender.srm.oilindia.in/irj/portal> for hiring of one no. Anchor Moored Mobile Offshore Drilling Unit (MODU) suitable for water depth of range 400m to 500 m to drill one no. exploratory well in the Cauvery Basin (NELP VIII Offshore Block CY-OSN-2009/2 in the Gulf Mannar) .

Notes:

- 1.0 The rigs will be deployed, in eligible PEL /ML areas (issued or renewed after 01.04.1999) where presently exemption of Customs duty is available as per Notification No.12/2012-customs dated 17th March, 2012.

For import of rigs/equipments/tool in these areas, OIL will provide Recommendatory Letter (RL) to the contractor so that they obtain Essentiality Certificate (EC) from DGH for availing concessional rate of Customs duty (presently zero against EC) for import of rigs/equipments/tools for deployment in PEL/ML/NELP areas where Customs duty is not applicable.

For spares, consumables and accessories required during the execution of the contract for operation and maintenance of equipment/rigs and equipments, OIL shall also issue Recommendatory Letter to the contractor for obtaining EC for availing concessional rate of Customs duty.

No Customs duty for rigs/equipments/tools or for spares, consumables and accessories required for operation and maintenance of equipment/rigs and equipments to be built in the quoted price.

The responsibility of obtaining Essentiality Certificate from concerned authorities lies with Contractor and OIL will not be liable to the Contractor for whatsoever reasons.

- 2.0 Tender number:- **CLG5233P15 DT. 30.10.2014**
- 3.0 Tender Fee is **INR 40,000/- Or USD 675** or any equivalent currency. Online payment can made through Payment gateway in Indian Rupees only.
- 4.0 This being E-tender and No physical tender document will be provided. On receipt of requisite tender fee, USER_ID and initial PASSWORD will

be communicated to the bidder (through e-mail) and will be allowed to participate in the tender through OIL's e-Procurement portal. **Details of NIT can be viewed using "Guest Login" provided in the e-Procurement portal.** The link to e-procurement portal has also been provided through OIL's web site **www.oil-india.com** . Vendors having User Id/Password for e-tender portal can pay the tender fee through the payment gateway by using credit card/debit card or net banking. A new vendor may obtain User ID and Password through online vendor registration system and can pay on-line subsequently

- 5.0 The closing date and time of submission of bids is 16.12.2014, 1100 hrs (IST). Bid should be submitted online on OIL e-tender website <https://etender.srm.oilindia.in/irj/portal> . However few documents in hard form as per requirement of tender should be submitted in tender box kept at 5th Floor, IT Infrastructure Building, Oil India Limited FC 24, Sector 16 A, Noida-201301 , within the bid closing date and time.
- 6.0 OIL expects the bidders comply with the tender specifications / conditions. OIL will not seek any clarification after opening of techno-commercial bids. Conditional bids indicating exceptions / deviations to the tender clauses will be rejected summarily.
- 7.0 E-Mail / Telex / telegraphic / Fax / Xerox / Photocopy offers will be rejected.
- 8.0 In case of unscheduled holiday on the prescribed closing/opening day of bid, the closing / opening date shall be re-fixed to next working day, the time notified remaining the same.
- 9.0 The bid should be valid for a period of 120 days from the date of closure of tender.
- 10.0 OIL reserves the right to cancel at its own discretion any / all bids received without assigning any reason.
- 11.0 The details of the tender notice can be seen from the OIL's website www.oil-india.com
- 12.0 Interested bidders may contact the following person to visit the site at their own expenses to have a realistic assessment of the requirement.

Mr. G.GOGOI
HEAD- DRLIING(PROJECT)
OIL INDIA LIMITED,
IT Infrastructure building, 5th Floor, FC – 24,
Sector 16A, NOIDA 201301
PH. NO. 0120-2511648
E-mail: cemg_c&p@oilindia.in

- 13.0 For any technical help in regards to uploading of bids in the OIL's e-tender portal, may please contact the following person :

Mr. A.J. Sarmah

Sr. Manager- ERP, OIL INDIA LIMITED, DULIAJAN, ASSAM
**Ph no. 09954486025, e-mail : ajsarmah@oilindia.in,
erp_mm@oilindia.in**

14.0 INTEGRITY PACT: "OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide **Annexure- I (Appendix 12)** of the tender document. This Integrity Pact proforma has been duly signed digitally by OIL's competent signatory. The proforma has to be returned by the bidder (along with the technical bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Any bid not accompanied by Integrity Pact Proforma duly signed (digitally) by the bidder shall be rejected straightway. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact have been signed by the bidder's authorized signatory who sign the bid."

NAME OF INDEPENDENT EXTERNAL MONITOR:

- (a) Shri N. Gopalaswami, IAS (Retd.).
Phone: +91-44-2834-2444 (Res), 96001 44444 (Mobile).
E-mail: gopalaswamin@gmail.com
- (b) Shri Ramesh Chandra Agarwal, IPS.
Phone: +91-9810787089, 91-1122752749.
E-mail: rcagarwal@rediffmail.com

We now look forward to your valuable offer through OIL's e – portal against the tender.

Thanking you,

Yours faithfully,
OIL INDIA LIMITED



(Rupak Kalita)
Senior Manager (C&P)(CEMG)
For General Manager (GSc)
For Chairman & Managing Director
Ph no. 9910014067
rupakkalita@oilindia.in



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(भारत सरकार का उद्योग) पंजीकृत कार्यालय: दुर्गापुर, असम
Oil India Limited
(A Government of India Enterprise) Registered Office: Durgapur, Assam

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Noida – 201301, U.P.
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INSTRUCTIONS TO BIDDERS (Annexure – I)

A: Introduction

- 1.0 The “NOTICE INVITING TENDER” (NIT) as stipulated above may be referred.
- 2.0 Companies registered in India who are in a position to make available such rigs on ownership or on lease basis and have requisite experience as per Bid Evaluation Criteria (BEC) stipulated in the bid document on their own or can offer capable and experienced drilling and management crews in collaboration with reputed international drilling companies are also invited to submit their bids against this tender.
- 3.0 IDENTIFICATION OF RIG

As per Clause No.B.I.13 of Commercial BEC (Annexure–V of this tender document).
- 4.0 The Rig will be deployed in the Block and in the water depth range and drilling depth as specified in Annexure III. The general metocean conditions in the block is given in Annexure III/ Appendix 6.
- 4.1 Mobilisation shall be treated as complete only when the Drilling Unit alongwith crew has been mobilised and made available at the specified location in terms of Article 1.1 of the Model Contract Conditions as per Annexure – II of tender document.
- 5.0 ELIGIBILITY AND EXPERIENCE OF THE BIDDER:-

As per Clause No. A.1 and A.2 of Technical BEC (Annexure –V of this tender document).
- 6.0 TENDER FEE
 - 6.1 The bidders shall be able to create the bid only after payment of tender fee. The payment of tender fee through electronic payment gateway can be made using credit cards. In case of any subsequent reversal of credit against credit card payment would lead to rejection of bids submitted by such bidders.

6.2 REFUND OF TENDER FEE

In the event a particular tender is cancelled, the tender fee will be refunded to the concerned bidder.

7.0 TRANSFER OF BIDDING DOCUMENT

The Bidding document is not transferable.

8.0 COST OF BIDDING

8.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the OIL will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

B : The Bidding Document

9.0 CONTENT OF BIDDING DOCUMENTS

9.1 The services required, bidding procedures and contract terms are described in the bidding document. In addition to the Invitation for Bids, the bidding documents include:-

ANNEXURE - I : Instructions to Bidders with following Appendices

Appendix 1	:	Bidding Document Acknowledgement proforma
Appendix 2	:	Bid submission proforma
Appendix 3	:	Bid submission Agreement proforma.
Appendix 4	:	Bid Bond Bank Guarantee proforma
Appendix 4A	:	Proforma for irrevocable Letter of Credit
Appendix 5	:	Check-list
Appendix 6	:	Proforma for Bidders past Contracts
Appendix 7	:	Proforma of Authorization Letter for attending Tender Opening
Appendix 8	:	Proforma of Certificate on Relatives of Directors
Appendix 9	:	List of Foreign banks acceptable to OIL for issuance of Bank Guarantees.
Appendix 10	:	Details of rig (s) offered
Appendix 11	:	Undertaking
Appendix 12	:	Integrity Pact
Appendix 13	:	Proforma for Statement of Non Compliance

ANNEXURE II : Model Contract conditions

Appendix - 1	:	Proforma of Performance Bond Bank Guarantee
Appendix - 2	:	Proforma of Indemnity & Undertaking
Appendix - 3	:	Proforma – “PFD”
Appendix - 4	:	Blank Format of ‘Form-12’
Appendix - 5	:	Blank Format of ‘Form – 6A’

ANNEXURE III : Technical specifications & Scope of work

Appendix –1	:	Scope of work
Appendix –2	:	Technical Specifications of ROV abd associated Equipment
Appendix –3	:	Schedule of Responsibilities
Appendix –4	:	Short Deployment Rates

- Appendix –5 : List of Crew Personnel
- Appendix –6 : (i)Environmental Parameters in East Coast of India
(ii)Environmental Parameters in West Coast of India
- Appendix –7 : H2S Equipment (On Call-out)
- Appendix –8 : List of Vendors for ROV
- Appendix - 9 : Rig Information list
- Appendix – 10 : HSE questionnaire
- Appendix – 11 : OISD guidelines
- Appendix – 12 : Activity Time line schedule for Mobilisation

ANNEXURE IV : PRICE DETAILS

- Appendix – 1: Blank Price Format
(For online Price Format to be filled in by bidders,
Refer “Notes & Price Bid Attachment” of E-tendering site)

ANNEXURE V : Bid Evaluation Criteria

- Appendix - 1 : Matrix – Technical
- Appendix - 2 : Matrix – Commercial
(Bidders to submit the duly filled in Bid Matrix for technical and commercial evaluation in the un-priced techno-commercial bid).
- Appendix – 3 : Format for Agreement between the parent and the subsidiary company or vice-versa
- Appendix – 4 : Format for Parent/Subsidiary Guarantee from the parent/ subsidiary company
- Appendix - 5 : Format for Agreement between bidder, their ultimate parent/ holding company and the sister subsidiary/co-subsidiary company.

9.2 The bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents will be at the bidder’s risk. Bids not complying with tender conditions and not conforming to tender specifications will result in the rejection of the bid without seeking any clarifications.

9.3 The following terminology appearing on the SRM portal shall have the meaning as explained below :-

- (i) RFx : Bid Invitation
- (ii) RFx Response : Bid
- (iii) Tech RFx : Techno-commercial Bidding documents provided by OIL
- (iv) Tech RFx response : Un-priced techno-commercial bid

10.0 PRE-BID CONFERENCE / AMENDMENT TO BIDDING DOCUMENTS

- 10.1 Applicable as mentioned in para 5.0 of Invitation to Bid.
- 10.2 At any time prior to the deadline for submission of bids, OIL may, for any reason, whether at its own initiative or in response to clarification(s) requested by prospective bidder(s), modify the bidding documents by amendment(s).
- 10.3 All prospective bidders who have received the bidding documents will be notified of the amendments in writing.
- 10.4 In order to allow prospective bidders reasonable time in which to take the amendments into account in preparing their bids, OIL at its discretion, may extend the deadline for the submission of bids.

C. Preparation of Bids

11.0 LANGUAGE AND SIGNING OF BID

- 11.1 The bid prepared by the bidder and all correspondence and documents relating to the bid exchanged by the bidder and OIL shall be written in English language. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the bid, the translation shall prevail.
- 11.2 The prices alongwith price related conditions shall be filled online in the price-bid screen. Any documents sought to be attached with price bid shall also be attached at appropriate place.

Unpriced techno-commercial bids shall be submitted in the prescribed bid proforma as per Appendices 1 to 13 of Annexure – I. The above appendices shall be duly filed in without any alteration to OIL's proforma whether quoting for full items or not. The above appendices alongwith copy of bid bond as per Appendix 4 and all other techno-commercial documents other than price details to be submitted with unpriced bid as per tender requirement and should be placed in the unpriced bid folder.

The bid and all attached documents should be digitally signed using Class 3 digital signatures. Certificates with organization name issued by an acceptable Certifying Authority (CA) as per Indian IT Act 2000 (as amended from time to time) before bid is uploaded. If any modifications are made to a document after attaching digital signature, the digital signature shall again be attached to such documents before uploading the same.

The authenticity of above digital signature may be verified through authorised CA after bid opening and in case the digital signature is not authorised the bid will be rejected.

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

- 11.3 In the event of the space on the bid proforma being insufficient for the required purpose, additional pages may be added. Each such additional page must be numbered consecutively, showing the tender number and should be duly signed. In such cases reference to the additional page(s) must be made in the bid.
- 11.4 The bid proforma referred to above, if not attached in unpriced bid folder or if attached but not duly filled in will be liable to result in rejection of the bid.
- 11.5 The Bidders are advised in their own interest to ensure that all the points brought out in the check list/ matrix are complied with in their bid failing which the offer is liable to be rejected.
- 11.6 The bids can only be submitted in the name of the bidder in whose name the bid documents have been purchased. The bid papers, duly filled in and complete in all respects shall be submitted together with requisite information and Annexures/Appendices. It shall be complete and free from ambiguity, change or interlineations.
- 11.7 The bidder should indicate at the time of quoting against this tender their full postal and telegraphic/telex/fax addresses and also similar information in respect of their authorised agents in India, if any.
- 11.8 The bid including all attached documents shall be digitally signed by duly authorized representative of the bidding company. Power of attorney for the signatory, issued by the bidding company should be submitted alongwith other documents as per tender conditions in physical form in sealed envelope as per relevant clause regarding submission and opening of bids contained in the tender document.
- 11.9 The bidder shall clearly indicate their legal constitution and the person digitally signing the bid shall state his capacity and also source of his ability to bind the Bidder.
- 11.10 The copy of power of attorney or authorisation, or any other document consisting of adequate proof of the ability of the signatory to bind the bidder, shall be annexed with unpriced bid folder. OIL may reject outright any bid not supported by adequate proof of the signatory's authority.
- 11.11 The bidder, will have to give a certificate in its offer, that the terms and conditions (Annexure I to V), as laid down in this bidding document are acceptable to it in toto.
- 11.12 Any interlineations, erasures or overwriting shall be valid only if they are initialed by the person or persons signing the bid.
- 11.13 Joint venture/ consortium bids:-
- (a) In view of the complexity of nature of work involved as covered by the Bidding Documents, it is anticipated that some of the intending bidders may pool their resources and experiences to form Consortia/Joint Ventures. In their own interest, the bidders are advised to investigate the capabilities, availability of expertise and resources such as experienced

personnel, financial soundness, past experience and concurrent engagements of constituting partners/members of the consortium/joint venture.

- (b) In the event the successful bidders is a joint venture formed of two or more companies, the Company requires that the parties to the joint venture accept joint and several liability for discharging all obligations under the Contract.
- (c) Only the Leader (or, the proposed Leader) of the consortium (say M/s. 'A') can buy the bid document on behalf of the consortium (or the consortium being formed). The tender document shall be issued in the name of Leader of "Consortium of M/s. 'A', 'B', 'C' etc.
- (d) The leader of the Consortium/Indian leader can submit bid on behalf of consortium of bidders. Memorandum of Understanding between the Consortium members duly signed by the Chief Executives of the consortium members must accompany the bid which should clearly define role/scope of work of each partner/member and should clearly define the leader of consortium. Memorandum of Understanding (MOU) must also state that all the members of consortium shall be jointly and severally responsible for discharging all obligations under the Contract. In case of award, such MOU shall be kept valid through the entire contract period, including extensions, if any. The following provisions should also be incorporated in the MOU executed by the members of the Consortium/Joint Venture :-
 - (i) The leader of the consortium/joint venture on behalf of the consortium / joint venture shall coordinate with OIL during the period the bid is under evaluation as well as during the execution of works in the event contract is awarded and he shall also be responsible for resolving dispute/ misunderstanding/undefined activities, if any, amongst all the consortium/ joint venture members.
 - (ii) Any correspondence exchanged with the leader of consortium/joint venture shall be binding on all the consortium/joint venture members.
 - (iii) Payment shall be made by OIL only to the leader of the consortium/joint venture towards fulfillment of contract obligations. (If direct payment to each member is required for their part of scope of works, the same should be clearly indicated in the bid along with member-wise details of price break-up).
- (e) In case of Consortium bids, the bid shall be digitally signed by the leader of Consortium. The Power of Attorney from each member authorizing the leader for signing and submission of Bid on behalf of individual member must accompany the Bid offer. Other members of the consortium may participate in techno-contractual discussions and sign the minutes of such discussions/meetings along with the leader.

In case of bids from Joint Ventures, the bid shall be digitally signed by any one partner of the Joint Venture. The Power of Attorney from each of other Joint Venture partner(s), authorizing the signatory for signing and submission of Bid on behalf of individual partners must accompany

the Bid offer. Other partners of the Joint Venture may participate in techno-contractual discussions and sign the minutes of such discussions/meetings along with the signatory.

- (f) Documents/details pertaining to qualification of bidder as per Proforma of document attached with the bidding documents must be furnished by each partner/member of consortium/joint venture complete in all respects along with the bid clearly bringing up their experience especially in the form of work in their scope.
- (g) Constitution of Consortium: If during evaluation of bid, a consortium leader proposes any alterations/changes in the constitution or replacement or inclusion or expulsion of any partner(s)/ member(s) of the consortium which had originally submitted the bid, to drive some advantages/benefits based on any development(s) having come to his knowledge at any time, the bid of such a consortium shall be liable for rejection unless such a change is agreed to by OIL in writing.
- (h) Signing of Contract: In the event of award of contract to the consortium/joint venture, the contract may be signed by the leader and members of the consortium/joint venture and the liability of each one of them shall be joint and several. Alternatively the contract may be signed by an authorised officer of the consortium/joint venture on its behalf as well as on behalf of each and every member separately with a valid power of attorney from each member duly notarised and thereafter every member should countersign the contract in token of having confirmed the contract.

11.14 The bidder should submit a declaration to the effect that neither the bidder themselves, not any of its allied concerns, partners or associates or directors or proprietors involved in any capacity, are currently serving any banning orders issued by OIL debarring them from carrying on business dealings with OIL.

12.0 Advice to Bidders for avoiding rejection of their offers

12.1 OIL has to finalise its purchase/contracts within a limited time schedule. Therefore, it may not be feasible for OIL to seek clarifications in respect of incomplete offers.

Prospective bidders are advised to ensure that their bids are complete in all respects and conform to OIL's terms, conditions and bid evaluation criteria of the tender. Bids not complying with OIL's requirement may be rejected without seeking any clarifications.

12.2 Submission of 'Bid Matrix' duly filled-in, to re-confirm compliance with tender requirements

Bidders should submit the 'Bid Matrix' (as enclosed with the bid document) duly filled-in, so as to re-confirm compliance with each of the requirements of BEC and other important conditions of the tender. Each such confirmation should be clearly stated in the 'Bid Matrix' indicating "Confirmed" or "Not Confirmed", as applicable. Further, against each such confirmation, bidders should also indicate the reference / location

(page No. / Annexure etc.) of the respective detail(s) / document(s) enclosed in the bid, so as to easily locate the same in the bid document. Each entry in the 'Bid Matrix' must be filled-in. Further, each page of the 'Bid Matrix' and the corrections / overwriting/erasures (if any) should be signed manually by the person (or, persons) signing the bid. Bidders are advised to ensure submission of the 'Bid Matrix', duly filled-in as per above requirements, for avoiding rejection of their offers.

13.0 DOCUMENTS COMPRISING THE BID

13.1 The bid prepared by the Bidder shall comprise the following components, duly completed:

- a) Online price bid format (Annexure –IV, Appendix – 1) for each of the rig offered.
- b) Documentary evidence establishing that the bidder is eligible to bid and is qualified to perform the Contract if its bid is accepted. The documentary evidence of the bidder's qualifications to perform the Contract if its bid is accepted, shall establish to the OIL's satisfaction:
 - (i) that the Bidder has the financial capability necessary as per Clause B.I.20 of BEC to perform the Contract;
 - (ii) that the Bidder meets all the criteria prescribed in the Bid Evaluation Criteria (Annexure-V) supported by requisite documents like MOU's, check-list dully filled in etc.
- c) Documentary evidence that the services to be rendered by the Bidder conform to the requirements of bidding documents.
 - (i) The documentary evidence of conformity of the services to the bidding documents may be in the form of literature, drawings and data and shall consist of:
 - 1) A detailed description of essential technical and performance characteristics of the services.
 - 2) An item by item commentary on the OIL's technical specifications demonstrating conformity to the provisions of the technical specifications of the bidding document.
- d) Bid security
- e) Bid submitted by foreign Bidder shall include a detailed description of the relationship between the bidder and its Local Agent/ Consultant / representative/ retainer including specific services to be rendered, permanent income tax account number of agent/consultant/ representative / retainer, permanent income tax account number of foreign bidder and amount of commission or other payments. If no such agent/consultant/representative/

retainer is involved, the same should be explicitly stated in the techno-commercial bid.

f) Integrity Pact

Proforma of Integrity Pact (which is issued along with the bidding document) shall be returned by the bidder along with technical bid, duly signed by the same signatory who signs the bid, i.e. who is duly authorized to sign the bid. All the pages of the Integrity Pact shall be duly signed by the same signatory. Bidder's failure to return the Integrity Pact along with the bid, duly signed, shall lead to outright rejection of such bid.

14.0 PRICE SCHEDULE

14.1 The Bidder shall fill in completely all fields in the online price bid format in respect of services quoted including but not limited to prices and pricing conditions. **Blank Price Format** may be seen under "Notes & Price Bid Attachments".

14.2 Bid Prices

14.2.1 The bidders shall indicate on the appropriate price schedule the net unit prices (wherever applicable).

14.2.2 Prices quoted by the bidder shall be firm during the bidder's performance of the Contract and not subject to variation on any account.

14.2.3 Discount : Bidders are advised not to indicate any separate discount. Discount, if any, should be merged with the quoted prices. Discount of any type, indicated separately, will not be taken into account for evaluation purpose. However, in the event of such an offer, without considering discount, is found to be lowest, OIL shall avail such discount at the time of award of contract.

14.2.4 Bidders shall set their quotations in firm figures and without any qualification. Each figure stated shall also be repeated in words and in the event of a discrepancy between amount stated in figures and words, the amount quoted in words shall be deemed to be correct amount.

14.3(a) CONCESSIONS PERMISSIBLE UNDER STATUTES

Bidder, while quoting against this tender, must take cognizance of all concessions permissible under the statutes including the benefit under Central Sales Tax Act, 1956, failing which it will have to bear extra cost where Bidder does not avail exemptions/ concessional rates of levies like customs duty, excise duty, VAT/sales tax, etc. OIL will not take responsibility towards this. However, OIL may provide necessary assistance, wherever possible, in this regard.

Bidders must also consider benefits of CENVAT credit under the CENVAT Credit Rules 2008 as amended from time to time, for excise duty, service tax etc against their Input materials/Services, while quoting the prices. Similarly, the benefits of input VAT credit against their Input materials, under the relevant VAT Act of the State, should also be duly considered by the Bidders while quoting the prices.

14.3(b) Undertaking to provide necessary documents, for enabling OIL to avail Input VAT credit and CENVAT credit benefits (wherever applicable)

Further, the Bidders shall undertake to provide all the necessary certificates / documents for enabling OIL to avail Input VAT credit and CENVAT credit benefits (wherever applicable), in respect of the payments of VAT, Excise Duty, Service Tax etc. which are payable against the contract (if awarded). The Contractor should provide tax invoice issued under rule-4A of Service Tax for the Services; and tax invoice issued under Central Excise rule-11 (indicating education cess and Secondary & Higher Education Cess) for Excise Duty and tax invoice under respective State VAT Act for VAT separately for the indigenous goods.

14.4 INCOME TAX LIABILITY

The bidder will have to bear all Income Tax liability both corporate and personal tax.

14.5 SERVICE TAX LIABILITY :

14.5.1 The bidder will have to pay all Service Tax liability, as applicable except in case of services covered under Notification No. 30/2012-S.T. & 26/2012-S.T. dated 20th June, 2012 under reverse charge and abatement on value of services as per clause No. 14.5.2 and 14.5.3 below. In case of services covered under Notification No. 30/2012-S.T. & 26/2012-S.T. dated 20th June, 2012 under reverse charge and abatement on value of services as per clause No. 14.5.2 and 14.5.3 below, either the applicable Service Tax amount shall be paid to the account of Govt of India partly by Service Provider and partly by service receiver (OIL) or 100% Service Tax shall be paid by OIL.

In case of Manpower supply services and Renting-or hiring any Motor Vehicle designed to carry passengers on non abated value, Service Tax shall be paid both by Service Provider and OIL only if the Contractor (Service Provider) is an Individual, HUF, or Proprietary Firm, Partnership Firm whether registered or not, including association of persons (AOP).

However, in case contractor is a company and registered under Companies Act, 1956, OIL shall not pay any share of Service Tax and 100% Service Tax shall be paid by Contractor (Service Provider).

The Bidder should quote the applicable Service Tax, clearly indicating the rate and the amount of Service Tax included in the bid and the description of the respective service (as per Service Tax rules) under which the Service Tax is payable.

In the contracts involving multiple services or involving supply of certain goods or materials (which should be consumable in nature) alongwith the services, the Bidder should give separate break-up for cost of goods and cost of various services, and accordingly quote Service Tax as applicable for the taxable services. Contracts involving supply of goods / material which are not consumable in nature would be considered as Works Contract and not Service Contract.

In case the Services Tax is not quoted explicitly in the offer by the Bidder, the offer will be considered as inclusive of all liabilities of Service Tax. OIL

will not entertain any future claim in respect of Service Tax against such offers.

In case, the quoted information related to various taxes and duties subsequently proves wrong, incorrect or misleading:-

- a) OIL will have no liability to reimburse the difference in the duty/tax, if the finally assessed amount is on the higher side.
- b) OIL will have the right to recover the difference in case the rate of duty/tax finally assessed is on the lower side.

The Service Provider (other than the Service Providers from outside the taxable territory of India, who do not have any fixed establishment or permanent address in India for providing services) should have a valid Service Tax registration Certificate with the concerned authorities of Service Tax department and a copy of such registration certificate should be submitted alongwith the offer. In case the registration certificate is not available at the time of submission of offer, an undertaking should be furnished for submission of copy of requisite Service Tax registration certificate alongwith the first invoice under the contract.

Service to be provided from outside the taxable territory of India : As per Service Tax rules, for Services received by OIL in Taxable Territory of India from a Service Provider from outside the taxable territory of India, who does not have any fixed establishment or permanent address for providing taxable services in India, the liability to pay Service Tax lies with OIL. Therefore, such Bidder shall not include Service Tax in the quoted prices, but shall submit a declaration to the effect that they do not have any fixed establishment or permanent address for providing services in India. However, at the time of evaluation, Service Tax as applicable shall be loaded on the portion of services which attract Service Tax. In case the Bidder does not give break-up of the quoted prices, indicating the components of taxable services separately, the Service Tax will be loaded on entire quoted / Contract value for evaluation considering abatement, if any, as per the provisions of the statute.

14.5.2 For some of the Services received by OIL, covered under Notification No. 30/2012-S.T. . dated 20th June, 2012, the liability to pay Service Tax shall be discharged partly by OIL and the respective service provider as per clause No. 14.5.2.1 below. However, bidder shall include 100% Service Tax in their quoted prices but payment to the contractor shall be made after deducting the portion of Service Tax to be paid by OIL directly to the tax authorities.

14.5.2.1 The services in which Service Tax liability is to be discharged by OIL and the respective Service Provider(s) are mentioned below which shall be applicable only if the Service Provider is an Individual, HUF, or Proprietary Firm, Partnership Firm whether registered or not, including association of persons (AOP). However, if the Contractor (Service Provider) is a company and registered under Companies Act, 1956. In such cases, OIL shall not be liable to pay Service Tax under reverse charge mechanism for the services indicated below and in such

situations the total Service Tax amount shall be paid by Contractor (Service Provider).

Sl. No.	Description of service	Percentage of Service Tax payable by Service provider	Percentage of Service Tax payable by OIL
(i)	Services provided or agreed to be provided by way of renting or hiring any motor vehicle designed to carry passenger on non - abated value i.e. bidder is availing CENVAT credit on input/ Input services /Capital goods	60%	40%
Note: OIL to pay 40% of Service Tax amount directly to service tax authorities , if contractor is an Individual, HUF, or Proprietary Firm, Partnership Firm whether registered or not, including association of persons (AOP).			
(ii)	Services provided or agreed to be provided by way of supply of manpower for any purpose.	25%	75 %
Note: OIL to pay Service Tax on 75% of service tax amount directly to service tax authority, at applicable rate of tax, if contractor is an Individual, HUF, or Proprietary Firm, Partnership Firm whether registered or not, including association of persons (AOP).			

14.5.2.2 In case the Services Tax is not quoted explicitly in the offer by the Bidder, the offer will be considered as inclusive of all liabilities of Service Tax. OIL will not entertain any future claim in respect of Service Tax against such. OIL will pay service tax to the Govt as per the provisions mentioned at 14.5.2.1 above after deducting from contractor's invoice .

14.5.3 In accordance with the notification No. 30/2012-S.T. & 26/2012-S.T. dated 20th June, 2012, in the following situations, the liability to pay 100% Service Tax is on OIL, hence the Bidder shall not include Service Tax in the quoted prices.

(i)	In respect of any taxable services provided or agreed to be provided by any person from his office located in a non-taxable territory [J&K(India) and Outside India] and received by OIL in the taxable territory. Being import of service, OIL to pay Service Tax.
(ii)	In respect of services provided or agreed to be provided by a goods transport agency (GTA) in respect of transportation of goods by road. However, OIL shall

	pay Service Tax on 25% of invoice value under GTA services, subject to conditions that GTA will declare in the bid that he will not avail CENVAT credit. Further, GTA's invoice must indicate - "no CENVAT Credit for inputs, input services, capital goods has been taken under CENVAT Credit Rules, 2004 (CCR-2004)".
(iii)	In respect of services provided or agreed to be provided by way of support service by Government or Local Authority. OIL to pay services tax on the gross value of service received from Govt or local authority such as security services from CISF etc.
(iv)	In respect of Services provided or agreed to be provided by way of renting or hiring any motor vehicle designed to carry passenger on abated value. OIL shall pay 100% of Service Tax amount i.e. Service Tax calculated on 40% of invoice value, if contractor is an Individual, HUF, or Proprietary Firm, Partnership Firm whether registered or not, including association of persons (AOP). Bidder will declare in the bid that he will not avail CENVAT credit. Further Contractor's invoice must also indicate - "no CENVAT Credit for inputs, input services, capital goods has been availed under CCR-2004".

15.0 BID CURRENCIES

- 15.1 The Bidders are to quote firm prices. They may bid in any currency (including Indian Rupees). Payment will be made accordingly. However, the payment towards sales tax, if applicable (on the ultimate finished product) will be made by OIL in Indian Rupees as per actuals. For this purpose the amount of Sales tax paid as per the invoice signed by the officer duly authorized for the purpose will be taken into account. In case of statutory changes in the rates of customs duty, the difference in amount of customs duty will be paid by OIL to the Indian party (or vice versa) in Indian rupees, as per actuals against documentary evidence. The freight and insurance elements must be quoted by Indian bidders in Indian Rupees only and payment will be made accordingly.

Currency once quoted will not be allowed to be changed.

16.0 PAYMENT

In all cases, except the cases involving payment through 'Letter of Credit' or payment in Foreign currency, OIL shall make payments only through Electronic Payment mechanism (viz. NEFT/RTGS/ ECS). Bidders should invariably provide the following particulars along with their offers:

1. Name & Complete Address of the Supplier / Contractor as per Bank records.
2. Name & Complete Address of the Bank with Branch details
3. Type of Bank account (Current/ Savings/ Cash Credit).
4. Bank Account Number (indicate 'Core Bank Account Number', if any).
5. IFSC/ NEFT Code (11 digit code) / MICR code, as applicable, alongwith a

- cancelled cheque leaf.
6. Permanent Account Number (PAN) under Income Tax Act;
 7. TIN/Sales Tax Registration Number (for supply of Goods) and Service Tax Registration Number (for supply of Services), as applicable.
 8. E-mail address of the vendor / authorized official (for receiving the updates on status of payments).
 9. Confirmation as to whether the bidder belongs to the category of Micro, Small and Medium Enterprises as defined in the "the Micro, Small, Medium Enterprises Development Act, 2006 (MSMEDA)". If yes, specify the category of Micro, Small or Medium Enterprises and whether the Enterprise is in manufacturing or service industry along with valid documentary evidence.

For receiving payment through NEFT / RTGS, the bank/branch in which the bidder is having account and intends to have the payment should be either an NEFT enabled bank or SBI branch with core banking facility.

Bank charges on NEFT/RTGS/ ECS remittances shall be borne by OIL.

In case the bank of the bidder / Contractor does not have necessary facility for receiving the payment electronically (through NEFT / RTGS / ECS), then the bidder should submit a certificate from the bank to this effect. In that case payments shall be made through cheque / demand draft (subject to recovery of bank charges as applicable, in case of payment through Demand Draft) which would be sent to the vendor through Registered Post.

No interest shall be payable by the Operator on any delayed payment /disputed payment.

17.0 CONCESSIONAL RATE OF CUSTOMS DUTY/EXCISE DUTY/ SALES TAX

- 17.1 (a) In terms of notification No. 26/2003-Customs dated 1st March 2003 and new Notification no. 12/2012-Cus dated 17.03.2012, goods specified in list 12 imported in connection with Petroleum operations will attract zero Custom Duty. OIL is in possession of valid PEL for the areas in which the work is to be executed. Hence, OIL will issue recommendatory letter as per Government guidelines for issuance of Essentiality Certificate from Director General of Hydrocarbon (DGH), Ministry of P&NG so as to enable the contractor to import goods against zero Custom Duty provided these are specified in the list 12 of said Customs notification.

All imports and import clearance under the contract shall be done by the bidder and OIL will not provide any assistance in this regard.

Notwithstanding what is stated above, the bidders should also consider the position in regard to import of goods as specified in list No. 12 of above notification against zero Customs Duty. OIL is not liable in whatsoever manner, for the rejection of their claims for zero Customs Duty by any of the authorities including the DGH.

Note: The recommendatory letter will be given only for those items which are either consumed during the execution of work or for those equipment/tools which are undertaken to be re-exported by the bidder. The recommendatory letter will not be issued when the bidder imports the equipment/tools on acquisition basis and does not undertake to re-export the same after the completion of the contract.

17.2 Re-export of equipment, unutilized spares etc:

The equipment, unutilized spares, accessories etc. imported to India for providing service needs to be re-exported by the bidder upon the completion of the terms of contract or any extended period thereof at their own expense. Bidder must furnish an undertaking that “the equipment imported and also spares & accessories which remained unutilized after the expiry of contract, would be re-exported at his own cost after completion of contractual obligation after observing all the formalities/rules as per Customs Act or any other relevant Act of Govt. of India applicable on the subject”. Immediately after re-export, bidder would furnish to OIL, details and other relevant documents as a proof of re-export. In case of non-observance of formalities of any provisions of the Customs Act or any other act of Government of India, the Contractor shall be held solely responsible for all the liabilities including the payment of Customs Duty and penalties to the Govt. on each issue. Non compliance of these provisions will be treated as breach of contract and their performance bond will be forfeited.

It is the responsibility of the bidder to examine the position regarding Import and Re-export as per relevant Notifications. Bidders to note that they shall be liable and OIL will not be held responsible in case they fail to observe any of the formalities / rules as per Customs Act or any other relevant act of Govt. of India.

17.3 OIL is registered under the Central Sale Tax Act and is entitled to avail concessional rate of Central Sales tax against form 'C' in respect of inter-state purchases directly consigned to OIL from the contractors in India provided the details of such cases are specifically mentioned in the bid and the contract.

17.4 As the above statutory provisions are frequently reviewed by the Govt., the bidders are advised to check the latest position in their own interest and OIL will not bear any responsibilities for any incorrect assessment of the statutory levies by any bidder.

17.5 Bidder shall indicate the value of the drilling unit in the price format.

Bidders offering new rigs under construction shall furnish value of the Drilling Unit prior to mobilization of the Drilling Unit from the Shipyard.

Bidder to give an undertaking that they shall ensure the Customs clearance of the Drilling Unit before deployment of the Drilling Unit and shall confirm that after completion of two years (or any extension thereof) of Contract period, Contractor accepts the responsibility for handling all

Customs related issues and OIL will be free from Customs duty payment, if any.

18.0 AGENT/ CONSULTANT/ REPRESENTATIVE/ RETAINER/ ASSOCIATE

- 18.1 OIL would prefer to deal directly with the manufacturers/ principals abroad but in case they decide to have their Agent/Consultant/ Representative/ Retainer/Associate in India and pay commission for their services against a particular tender it should be bare minimum and the principal would have to certify that such a commission is commensurate with the services rendered to them by such an Agent/Consultant/ Representative/ Retainer/ Associate in India. The principal will also have to broadly list out such services to be rendered by the Agent/Consultant/ Representative/ Retainer / Associate in India.
- 18.2 In the event bidder is having an Agent/Consultant/Representative/ Retainer/ Associate/servicing facilities in India (who is not an employee of the bidder) the bidder should indicate in their offer the name of such an Agent/Consultant/Representative/Retainer/ Associate, they have for services in India. The bidder must also indicate clearly the commission payable to the Agent/Consultant/ Representative/ Retainer/Associate in rupees in terms of Agreement (enclosing copy of the same). The bidder, in his bid will indicate the nature and extent of service to be provided by such an Agent/ Consultant/ Representative/ Retainer/ Associate on behalf of the bidder. The day rates quoted should be inclusive of Indian Agents Commission (IAC) and bidder shall indicate % of IAC and IAC will be paid in non convertible Indian Rupees. Should it be established at any subsequent point of time that the above statement of the bidder is not correct or that any other amount of remuneration/commission either in India or abroad is being paid to any one (who is not an employee of the bidder), the bidder would be liable to be debarred from participating in the future tenders of OIL. Failure to give such information will lead to rejection of the offer.

The following particulars will also be furnished by the bidder:

- (i) The precise relationship between the foreign manufacturer/ principal and their Agent /Consultant/ Representative Retainer/Associate in India.
- (ii) The mutual interest which the manufacturer/principal and the Agent/Consultant/Representative/Retainer/Associate in India have in the business of each other.
- (iii) Any payment which the Agent/ Consultant/ Representative/ Retainer/ Associate receives in India or abroad from the manufacturer/principal whether as a commission for the contract or as a general retainer fee.
- (iv) Permanent Income Tax account number of Agent/ Consultant/ Representative / Retainer / Associate in India.
- (v) Permanent income tax account number of foreign supplier.
- (vi) All services to be rendered by the Agent/ Consultant/Representative/ Retainer/Associate.

Note: Tenders which do not comply with the above stipulations are liable to be ignored.

- 18.3 Overseas bidder should send their bids directly and not through Agent/Consultant/Representative/Retainer/Associate. Bids made by Agent/Consultant/Representative/Retainer/Associate will not be recognised. Agent/Consultant/Representative/Retainer/Associate of the overseas manufacturers/suppliers are, however, permitted to purchase bidding documents and attend bid opening provided such an Agent/Consultant/Representative/Retainer/Associate has a power of attorney/letter of authority setting out very clearly his role, which will be limited to such areas of activity as purchase of bidding documents, attending of bid opening and claiming of payment for their services, provided further that such a power of attorney/letter of authority is submitted to OIL in advance for scrutiny and acceptance or otherwise.
- 18.4 Indian agent is not permitted to represent more than one foreign bidder (Supplier/Manufacturer/Contractor) in a particular tender. In case, an Indian agent represents more than one foreign bidder (Supplier/Manufacturer/Contractor) in a particular tender, then offers of such foreign bidders (Suppliers/Manufacturers/Contractors) shall be rejected in that tender.

19.0 PERIOD OF VALIDITY OF BIDS

- 19.1 The Bid shall be valid for acceptance for the period as indicated in the "Invitation for Bid" (hereinafter referred to as validity period) and shall not be withdrawn on or after the opening of bids till the expiration of the validity period or any extension agreed thereof.
- 19.2 In exceptional circumstances, prior to expiry of the original bid validity period, OIL may request the bidder for a specified extension in the period of validity. The requests and the responses shall be made in writing. The Bidder will undertake not to vary/modify the bid during the validity period or any extension agreed thereof. Bidder agreeing to the request for extension of validity of offer shall be required to extend the validity of Bid Security correspondingly.

20.0 BID SECURITY

- 20.1 The Bid Security is required to protect the OIL against the risk of Bidder's conduct which would warrant the security's forfeiture in pursuance to clause 20.10.
- 20.2 Central Government Departments and Central Public Sector Undertakings are exempted from payment of Bid Security.
- 20.3 The Bidders not covered under Para 20.2 above must enclose with their offer (in case of two bid systems, with techno-commercial bid) bid security. The Bid Security shall be denominated by the foreign bidders in any foreign currency in which they quote prices.

20.4 The amount of Earnest Money/Bid-Bond/ Bid Security to be submitted for each

rig offered is as under :-

Rs. 2.60 Crore or USD 433,300.00 valid for 150 days from date of opening of technical bid.

In case bidder quote more rigs than tender requirement, the additional rig(s) quoted shall be considered as Alternate rig(s) and as such no bid bond is required to be submitted for those alternate rig(s) quoted.

20.5 Bidder shall indicate the name of the rig (s) or Hull No.(Nos.) of all the quoted main and alternate rigs in the Bid bond

20.6 In case of Consortium bids, the Leader of Consortium can submit bid bond but on behalf of consortium and with specific reference to consortium bid and the name and address of consortium members.

20.7 The Bid Security shall be acceptable in any of the following forms:

- i) Bank Draft in favour of OIL valid for 180 days from its date of issue. In case of lesser validity, the same may be deposited by OIL in the bank and while returning, new draft will be issued.
- ii) Bank Guarantee in the prescribed format as per Appendix - 4 of Annexure-I, valid for 30 days beyond the date of required validity of offer. The bank guarantee by Indian bidders will have to be given from the Nationalized/ Scheduled banks only, on non-judicial stamp paper / franking receipt as per stamp duty applicable at the place from where the bid has emanated. The non-judicial stamp paper / franking receipt should be either in the name of the issuing bank or the bidder. The Foreign bidder will give Bank Guarantee from an Indian Bank situated in their city. In case no Indian Bank is situated in foreign bidder's city, then bank guarantee from foreign bank acceptable to OIL, either situated in bidders country or in India (list of acceptable Foreign Banks is indicated at Appendix - 9 of Annexure -I of tender document) or from an Indian scheduled bank situated in India, will be considered.
- iii) Confirmed irrevocable Letter of Credit, as per prescribed format at Appendix 4A of Annexure – I, valid for 30 days beyond the validity of the bid, duly confirmed by Indian Nationalised/Scheduled bank will be acceptable only from foreign bidder.
- iv) **Cashier's/Banker's cheque valid for 180 days from the date of issue of the same will be acceptable from foreign bidders only.** In case of lesser validity, the same may be deposited by OIL in the bank and while returning, new draft will be issued.

20.8 OIL shall not be liable to pay any bank charges, commission or interest on the amount of Bid Security.

20.9 Subject to provisions in para 20.2 above, offers without Bid Security will be ignored.

20.10 The Bid Security shall be forfeited by OIL in the following events:

- a) If Bid is withdrawn during the validity period or any extension thereof duly agreed by the Bidder.
- b) If Bid is varied or modified in a manner not acceptable to OIL during the validity period or any extension of the validity duly agreed by the Bidder.
- c) If a Bidder, having been notified of the acceptance of its bid, fails to furnish Security Deposit/Performance Bank Guarantee (Performance Security) within 15 days of notification of such acceptance.
- d) If the Bidder has been disqualified from the tender process prior to the award of contract according to the provisions under Section 3 of Integrity Pact, OIL shall be entitled to demand and recover from bidder Liquidated damages amount by forfeiting the EMD / Bid Security (Bid Bond) as per Section 4 of Integrity Pact.

20.11 The Bid Security of unsuccessful Bidders will be returned on finalization of the bid. The Bid Security of successful bidder will be returned on receipt of Security Deposit/Performance Bond (Performance Security).

20.12 **OFFERS WITH FAX BID BONDS**

Offers received alongwith Fax Bid Bond shall not be considered. Original Bid Bond to be received by OIL in their above mentioned office within the Bid Closing date and time, failing which offer will be rejected.

20.13 **SUBMITTING COPIES OF DOCUMENTS THROUGH e-BIDING ENGINE, FOLLOWED BY ORIGINALS**

In accordance with the conditions at Para 22 below, the bid alongwith all appendices and copies of documents (including scanned copies of the documents required in original) should be submitted through OIL's e-bidding engine, before the scheduled date and time for the tender closing. Such documents submitted through e-bidding portal should be as per requirements of the tender, valid and legally operative as on the date fixed for opening of bids (techno-commercial bid opening date in case of Two Bid system). Hard copy of voluminous documents like catalogue etc can be submitted but within the bid closing date and time.

21.0 **E-MAIL/TELEX/TELEGRAPHIC/TELEFAX/XEROX/PHOTOCOPY BIDS:**

21.1 E-Mail/Telex/Telegraphic/Telefax/Xerox/Photocopy bids will not be considered.

D. Submission and Opening of Bids

22.0 **SEALING AND MARKING OF BIDS**

The bid along with all appendices and copies of documents (including scanned copies of the documents required in original) should invariably be submitted in the 'document area in C-folder' through OIL's e-bidding portal, before the scheduled date and time for the tender closing. All the documents uploaded shall be digitally signed by the authorized signatory of the bidder. Each file should be digitally signed and then uploaded. The file (s) should not be zipped in a folder and then digitally signed.

Please note that all tender forms and supporting documents are to be submitted through OIL's e-Procurement site only except following documents which are to be submitted manually in sealed envelope super scribed with **Tender no.** and **Due date** to **The Sr. Manager (C&P), Oil India Limited, FC 24, 5th Floor, Sector 16A, Noida, Uttar Pradesh** on or before the Bid Closing Date and Time mentioned in the Tender.

- a) **Original Bid Security .**
- b) **Detailed Catalogue.**
- c) **Any other document required to be submitted in original as per tender requirement.**

All documents submitted in physical form should be signed on all pages by the authorised signatory of the bidder and to be submitted in triplicate.

23.0 DEADLINE FOR SUBMISSION OF BIDS

23.1 The duly completed bid with no system error message can be 'submitted' in SRM any time before the submission of deadline is reached. The bidder shall also be permitted to make changes in his bid and re-submit the same in SRM till the submission dead line. The final submitted version of bid only shall be considered by OIL.

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

23.3 **EXTENSION OF BID SUBMISSION DATE:**

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

24.0 LATE BIDS

24.1 Bidder are advised in their own interest to ensure that bid are uploaded in system well before the closing date and time of the bid.

25.0 MODIFICATION AND WITHDRAWAL OF BIDS

25.1 No bid may be modified after the dead line for submission of bids.

26.0 OPENING OF BIDS

- 26.1 The unpriced bid will be opened at 1500 Hrs. (IST) on the date of opening indicated in "Invitation for Bid". The opening report giving details of bids received shall be uploaded in system for viewing by all bidders participating in the tender. The Bidder or his authorised representative may be present at the time of opening of bid on the specified date, but a letter in the form annexed at Annexure – I, Appendix - 7 hereto must be forwarded to this office alongwith bid and a copy of this letter must be produced in the office by the person attending the opening of bid. Unless this letter is presented by him, he may not be allowed to attend the opening of bid.
- 26.2 In case of unscheduled holiday on the prescribed closing/opening day of bid, the closing / opening date shall be re-fixed to next working day, the time notified remaining the same.
- 26.3 Opening of Price Bids

The opening of price bids of short listed bidders shall be conducted on the day specified in the presence of bidder's representative.

E. Evaluation of Bids

27.0 EVALUATION AND COMPARISON OF BIDS

- 27.1 Evaluation and comparison of bids will be done as per provisions of Bid Evaluation Criteria at Annexure-V. Bidder to submit the Matrix for Technical & Commercial Evaluation as per Appendix – 1 & 2 of Annexure – V in the un-priced techno-commercial bid.

28.0 UNSOLICITED POST TENDER MODIFICATIONS:

- 28.1 Unsolicited post-tender modification will lead to straight away rejection of the offer.

28.2 Unsolicited Communications in tenders

In case any bidder makes any unsolicited communication in any manner, after bids have been opened, the bid submitted by the particular bidder shall be summarily rejected, irrespective of the circumstances for such unsolicited communication.

Further, if the tender has to be closed because of such rejection, and the job has been re-tendered, then the particular bidder shall not be allowed to bid in the re-tender.

29.0 EXAMINATION OF BID

- 29.1 OIL will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.

29.2 OIL will determine the conformity of each bid to the bidding documents. Bids falling under the purview of “Rejection Criteria” of the bid Evaluation Criteria of the bidding document will be rejected.

30.0 SPECIFICATIONS:

30.1 The Bidder must note that its Bid will be rejected in case the tender stipulations are not complied with strictly or the services offered do not conform to the required specifications indicated therein. The lowest Bid will be determined from among those Bids which are in full conformity with the required specifications.

30.2 **CONVERSION TO SINGLE CURRENCY:**

While evaluating the bids, the closing rate of exchange declared by State Bank of India on the day prior to price bid opening will be taken into account for conversion of foreign currency into Indian Rupees. Where the time lag between the opening of the price bids and final decision exceeds three months, the rate of exchange declared by State Bank of India on the date prior to the date of final decision will be adopted for conversion.

31.0 **GRANTING OF PRICE PREFERENCE**

Deleted

32.0 **CONTACTING THE OIL**

No bidder shall contact the OIL on any matter relating to its bid, from the time of the opening to the time the contract is awarded.

F. Award of Contract

33.0 **AWARD CRITERIA**

The purchaser will award the contract to the successful bidder whose bid has been determined to be in full conformity to the bid documents and has been determined as the lowest evaluated bid.

34.0 **OIL’S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS**

34.1 OIL reserves the right to reject, accept or prefer any bid and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the ground for OIL’s action.

35.0 **NOTIFICATION OF AWARD (NOA)**

35.1 Prior to the expiration of the period of bid validity, OIL will notify the successful bidder in writing that its bid has been accepted.

35.2 The notification of award will constitute the formation of the contract.

35.3 Upon the successful bidder's furnishing performance security, pursuant to Clause No.38, the contract shall be signed between the parties as per Clause No.37.

36.0 MOBILISATION PERIOD

Successful bidder shall be required to mobilise Drilling Unit alongwith crew for commencement of contract at the specified location within the time period as per BEC (Annexure - V of tender document).

37.0 SIGNING OF CONTRACT

37.1 The successful bidder is required to sign a *formal detailed* contract with OIL within a maximum period of 30 days of date of Firm Order. Until the contract is signed, the Firm order shall remain binding amongst the two parties. In case of delay in signing the contract on the part of OIL, contractor shall be paid 80% of the applicable rates falling due as per the contractual obligations on adhoc basis, subject to obtaining 'NOC' from Income Tax Department, Dehradun, till formal signing of the contract, after which the balance of due payments shall be released / adjusted against regular bills. However no payment will be made and mobilisation will not be deemed completed, when the delay is on the part of the contractor to sign the contract, as per draft contract at Annexure – II of the tender document.

38.0 PERFORMANCE SECURITY

38.1 Within 15 (fifteen) days from the date of issue of Firm Letter of Award (LOA) by OIL, the successful Bidder shall furnish the Performance Security in accordance with the conditions of the contract, in the Performance Security Form provided at Annexure-II (Appendix – 1) of the bidding documents, or another form acceptable to the OIL.

38.2 The performance security shall be an irrevocable and unconditional letter of guarantee from a bank acceptable to OIL for a sum equivalent to 7.5 % (Seven point Five percent) of total Contract value (*) as security for the satisfactory performance of the Contract.

{* contract value shall be the Effective Day Rate based on which bids were evaluated x 120 days)

38.3 This irrevocable letter of guarantee (performance bond) shall be drawn in favour of OIL and shall be valid upto a date 60 days beyond the last date of primary term of the Contract or any extension thereof.

38.4 The bank guarantee issued by banks situated in India will be given on non judicial stamp paper as per stamp duty applicable at the place where the tender has emanated. The non-judicial stamp paper should be in the name of the issuing bank and the Stamp paper should not be stale on the date of execution of bank guarantee. The signature of two witnesses is required in the bank guarantee.

38.5 Foreign bidders are requested to execute bank guarantee as per law prevailing at the place of issue of bank guarantee.

The Performance Security / bank guarantee shall be denominated in the currency of the contract or in equivalent US Dollars converted at the B.C. Selling rate of State Bank of India on the order date shall be in the form of a Bank Guarantee or irrevocable Letter of Credit from :

- a) Any Scheduled Indian Bank or
- b) Any Indian branch of a foreign Bank or
- c) Any reputed foreign Bank having correspondent bank in India
- d) 38.6 The bank guarantee by domestic bidders will have to be given from the scheduled banks on non judicial stamp papers of requisite value, as per the Indian Stamp Act, and stamp papers should be in the name of the issuing bank. The foreign Bidder will have to submit the bank guarantee from Banks of Indian origin situated in their town/city/country. In case no such bank of Indian origin is situated in their town/city/country, the Bank Guarantee may be submitted from any reputed foreign Bank having correspondent bank in India

38.6 In the event of the contractor committing breach of any of the terms and conditions under this contract and/or in respect of any amount due from Contractor to OIL, OIL shall have the unconditional option under the guarantee to invoke the performance bond with the bank and claim the amount from the bank and forfeit the same.

38.9 Failure of the successful Bidder to comply with the requirement of clause 38.1 above shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security as per clause 20.10 (c).

39.0 CORRESPONDENCE.

39.1 Correspondence to be made in the following address :

OIL INDIA LIMITED
CEMG / E&D Group
FC-24, 5th Floor
IT Infrastructure Building,
Sector 16A, Noida – 201301, U.P
c&p_cemg@oilindia.in;rupakkalita@oilindia.in

39.2 All correspondence from Bidders/ contractor shall be made to the office of the Purchase Authority from where this tender has emanated.

39.3 All correspondence shall bear reference to bid number.

40.0 Deleted

41.0 DRILLING UNIT LICENSES / NAVAL DEFENCE CLEARANCE OF RIG/ DG SHIPPING PERMISSION

Contractor agrees that it shall secure permits and licences for operations of the Drilling Unit in Indian waters, if required and Contractor shall pay any expenses in this regard.

It is the responsibility of the Contractor to obtain Naval Defence Clearance of Drilling Unit prior to commencement of contract from Ministry of Defence through Ministry of Petroleum and Natural Gas (India), at his cost.

It is the responsibility of the Contractor to obtain all necessary permissions and clearances from the concerned statutory authorities, for operating the Drilling Unit in Indian waters, at his cost.

Contractor shall obtain permission of DG Shipping for plying the Drilling Unit in Indian waters, as required.

Contractor to ensure that the rig is classed and confirm that they would obtain permission / clearance of DG Shipping, wherever required for operating the offered rig in Indian waters, at their cost.

However, for obtaining Naval Defence Clearance and other necessary permissions and clearances from the statutory authorities, OIL shall issue forwarding letter upon request from Contractor supported by all relevant valid documents.

42.0 NUMBER OF PERSONNEL

42.1 Bidder should ensure safe and efficient operation of the rig offered against above tender. Bidder would have to deploy the number of crew personnel as per list provided under 'List of Crew' at Annexure – III – (Appendix – 5) of the bid document.

42.2 Successful bidder should indicate prior to the commencement of the contract the number of expatriate personnel they propose to deploy for this contract, if awarded to them against this tender.”

42.3 Short deployment rates for each category of persons shall be as mentioned in Annexure- III, Appendix -4 of tender document.

43.0. H2S EQUIPMENTS

Bidder should definitely quote separately in the priced bid for the rental per day for H2S detection and protection equipment as per standard list of H2S equipments enclosed at Appendix – 7 at Annexure –III of tender document, for each personnel on board the rig to work on well with H2S but option to take these equipment during the Contract period would be with OIL and rentals in respect of above equipment shall be payable only during its period of use. Rentals for these equipments shall not be taken into consideration for evaluation of bids.

In case of utilisation of these equipments, the bidder shall be given a 30 days notice period.

44.0. TIMELY MOBILISATION OF THE OFFSHORE RIGS

Timely mobilisation of the rigs as per the terms stipulated in the tender is very important because any delay in mobilisation of the offshore rigs

seriously affects OIL's drilling & exploration programme which in turns affects the production of oil and gas. The bidders who are successful in the tender are advised to ensure that the rig(s) are made available by them to OIL within the time stipulated in the tender document, failing which OIL may reject their offer(s) in future tender(s).

45.0 The Inspection report to be submitted by the bidder against Technical BEC Clause 4.1 along with the un-priced bid should not be older than six months from the tender due date of opening of un-priced bid.

46.0. OIL has adopted Enterprise wide SAP connectivity through out the organization and accordingly all chartered rigs should be integrated and hooked up to our infrastructure for working on Enterprise Wide EPR Programme.

47.0 Bidder or its collaborator should not be under insolvency / liquidation proceedings and / or should not be those against whom any legal proceedings is pending on this account.

A certificate to this effect should be enclosed with the un-priced bid.

48.0 Deleted

49.0 CONTRACTS WITH RELATIVES ETC. OF DIRECTORS OF OIL
PURSUANT TO SECTION 297 OF THE COMPANIES ACT 1956

The bidders are required to certify in prescribed format (Annexure-I – Appendix- 8), whether, he/ they is /are related to any of the Directors of OIL (in terms of Section 6 of the Companies Act 1956 as amended from time to time) in any of the ways mentioned in the certificate. It is clarified that, any such affirmative certificate shall not, by itself, prejudice consideration of the bid.

This certificate must accompany the un-priced bid.

50.0 Inmarsat, Fax, Mini M Telephone etc. should be available on board the Drilling Unit and in case Company or Company's sub-contractor utilises this facility, the same will be charged to Company by Contractor, at actuals excluding service charges. However, for usage of this facility by Company's sub-contractor, prior approval of OIL shall be obtained.

No payment shall be made by Company to Contractor for usage of this facility by Contractor and Contractor's sub-contractors.

51.0. Bidders to refer BEC conditions w.r.t. ascertaining the Financial Capability of bidders. Bidders offering more than one rig should confirm whether Turnover is in excess of **US\$ 11 MN (Rs. 66 CRORE)** for all rigs offered.

52.0 Proforma of Integrity Pact (which is issued along with the bidding document) shall be returned by the bidder along with technical bid, duly signed by the same signatory who signs the bid i.e. who is duly authorized to sign the bid. All the pages of the Integrity Pact shall be duly signed by the same signatory. Bidder's failure to return the Integrity Pact along with the bid, duly signed, shall lead to outright rejection of such bid.

i. 53.0 Deleted

1. Achieving operational efficiency through outstanding environmentally friendly technology and practices
2. OIL adheres to the requirements of national environmental laws and regulations, international standards and industry guidelines at all times
3. OIL is committed to preserving biodiversity and ecosystem, especially in its areas of operation.
4. OIL continuously strives for reduction of its carbon and water footprints so as to combat the challenges of climate change
5. OIL continuously strives for improvement of energy efficiency in its operations
6. OIL explores avenues of alternate energy sources and cleaner technologies
7. OIL is committed towards reducing the risk of accidents and oil spills in operations.

8.

54.0 Other terms & conditions appearing elsewhere in the tender document including general terms & conditions as per Annexure – II and instructions to bidders and any other condition agreed & accepted by bidder while finalizing the tender will also form part of the Contract/Agreement to be signed between Operator (OIL) & Contractor.

.....

BIDDING DOCUMENT ACKNOWLEDGEMENT PROFORMA

Dated:.....

Oil India Ltd.

.....

.....

Dear Sirs,

We hereby acknowledge receipt of a complete set of Bidding Documents consisting of six Annexures (along with their Appendices) enclosed to the “Invitation for Bid” pertaining to hiring of one no. Anchor Moored Mobile Offshore Drilling Unit (MODU) suitable for water depth of range 400m to 500 m to drill one no. exploratory well in the Cauvery Basin (NELP VIII Offshore Block CY-OSN-2009/2 in the Gulf Mannar).(Tender No. CLG5233P15)

We have noted that the closing date and time for receipt of the e-tender is 16.12.2014, 11:00 hrs (IST) and opening date and time of techno-commercial (unpriced) bids is 16.12.2014, 15:00 hrs (IST)

We guarantee that the contents of the above said Bidding Documents will be kept confidential within our organization and text of the said documents shall remain the property of OIL and that the said documents are to be used only for the purpose intended by OIL

Our address for further correspondence on this tender will be as under :

.....
.....
.....

FAX NO:

TELEPHONE NO ;

PERSONAL ATTENTION OF:

(IF REQUIRED)

Yours faithfully,

(BIDDER)

Note : This form should be returned along with offer duly signed

BID SUBMISSION PROFORMA

Tender No. CLG5233P15

Contractor's Address :
(with Telephone/fax/e-mail)

Oil India Ltd.

Telephone No.

Fax NO:

Dear Sirs,

1. I/We hereby offer to supply the services detailed in schedule hereto or such portion thereof as you specify in the Acceptance of Tender at the price given in the said schedule and agree to hold this offer open till _____.
2. I/We have understood and complied with the "Instructions to Bidders" at Annexure - I, "Bid Evaluation Criteria" at Annexure V, priced details at Annexure IV and accepted the "Model Contract Conditions" at Annexure II for providing services and have thoroughly examined and complied with the specifications, drawings, scope of work, and/or pattern stipulated at Annexure III and conditions as per Notice Inviting Tenders hereto and am/are fully aware of the nature of the service required and my/our offer is to provide services strictly in accordance with the requirements.
3. The following pages have been added to and form part of this tender:-
4. Agreement at Appendix 3 of Annexure – I on purchase of Bidding documents and submission of Tender has been duly signed and returned herewith.

Yours faithfully,

Signature of Bidder
Address
Dated

Signature of witness
Address

Note : This form should be returned alongwith offer duly signed.

AGREEMENT FORM

This Agreement is made on ____ day of _____ between Oil India Limited, a Government of India Enterprise, incorporated under the Companies Act 1956, having its registered office at Duliajan in the State of Assam, hereinafter called the "Company" which expression unless repugnant to the context shall include executors, administrators and assignees on the one part, and M/s _____ (Name and address of Consultant) hereinafter called the "Consultant" which expression unless repugnant to the context shall include executors, administrators and assignees on the other part,

WHEREAS the Company desires that Services _____ (brief description of services) should be provided by the Consultant as detailed hereinafter or as Company may requires;

WHEREAS, Consultant engaged themselves in the business of offering such services represents that they have adequate resources and equipment, material etc. in good working order and fully trained personnel capable of efficiently undertaking the operations and is ready, willing and able to carry out the said services for the Company as per Section-II attached herewith for this purpose and

WHEREAS, Company accepted the bid submitted by the Consultant and had issued a firm Letter of Award No. _____ dated _____ based on Offer No. _____ dated _____ submitted by the Consultant against Company's TENDER No. _____. All these aforesaid documents shall be deemed to form and be read and construed as part of this agreement/contract. However, should there be any dispute arising out of interpretation of this contract in regard to the terms and conditions with those mentioned in Company's tender document and subsequent letters including the Letter of Intent and Consultant's offer and their subsequent letters, the terms and conditions attached hereto shall prevail. Changes, additions or deletions to the terms of the contract shall be authorized solely by an amendment to the contract executed in the same manner as this contract.

NOW WHEREAS, in consideration of the mutual covenants and agreements hereinafter contained, it is hereby agreed as follows -

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. In addition to documents herein above, the following Sections and Annexures attached herewith shall be deemed to form and be read and construed as part of this agreement viz.:
 - (a) Annexure-II indicating the Model Conditions of this Contract;
 - (b) Annexure-III indicating the Terms of Reference;
 - (c) Annexure-IV indicating the Schedule of Rates.

3. In consideration of the payments to be made by the Company to the Consultant as hereinafter mentioned, the Consultant hereby covenants with the Company to provide the Services and to remedy defects therein in conformity in all respect with the provisions of this Contract.
4. The Company hereby covenants to pay the Consultant in consideration of the provision of the Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of this Contract at the times and in the manner prescribed by this Contract.

IN WITNESS thereof, each party has executed this contract at Noida, as of the date shown above.

Signed, Sealed and Delivered,

For and on behalf of
Company (Oil India Limited)

for and on behalf of Consultant
(M/s. _____)

Name:

Name:

Status:

Status:

In presence of

In presence of

1.

1.

2.

2.

ANNEXURE – I
(APPENDIX – 4)

Proforma of Bank Guarantee towards Bid Security
BID BOND

FORM OF BID SECURITY (BANK GUARANTEE)

To:
M/s. OIL INDIA LIMITED,
For Sr. Manager (C&P) (CEMG)
FC 24, Sector 16A, Noida
UP

WHEREAS, (Name of Bidder) _____ (hereinafter called "the Bidder") has submitted their offer Dated _____ for the provision of certain oilfield services (hereinafter called "the Bid") against OIL INDIA LIMITED, Noida, Uttar Pradesh,

India (hereinafter called the Company)'s Tender No. _____. KNOW ALL MEN BY these presents that we (Name of Bank) _____ of (Name of Country) _____ having our registered office at _____ (hereinafter called "Bank") are bound unto the Company in the sum of (*) for which payment well and truly to be made to Company, the Bank binds itself, its successors and assignees by these presents. SEALED with the common seal of the said Bank this ____ day of ____ 2014.

THE CONDITIONS of these obligations are:

- (1) If the Bidder withdraws their Bid during the period of Bid validity specified by the Bidder; or
- (2) If the Bidder, having been notified of acceptance of their Bid by the Company during the period of Bid validity:
 - (a) Fails or refuses to execute the form of agreement in accordance with the Instructions to Bidders; or
 - (b) Fails or refuses to furnish the Performance Security in accordance with the Instructions to Bidders;

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

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

SIGNATURE AND SEAL OF THE GUARANTORS _____

Name of Bank & Address _____

Witness _____

Address _____

(Signature, Name and Address)

Date: _____

Place: _____

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

** Date of expiry of Bank Guarantee should be minimum 30 days after the end of the validity period of the Bid.

Proforma for Irrevocable Letter of Credit

(Advising Bank)
State Bank of India

(India)

To,

(Beneficiary)

M/s. OIL INDIA LIMITED,
For Sr. Manager (C&P) (CEMG)
FC 24, Sector 16A, Noida
UP.

Irrevocable and confirmed Letter of Credit No.....

Amount : US\$

Validity of this Irrevocable :(in India)
Letter of Credit (30 days beyond validity of offer)

Dear Sir,

1. You are hereby Authorized to draw on(Name of Applicant with full address) for a sum not exceeding available by your demand letter (draft) on them at sight drawn forUS\$ accompanied by a certificate by OIL Ltd., with the Tender No. duly incorporated therein, that one or more of the following conditions has/have occurred, specifying the occurred condition(s) :
 - (i) The Bidder withdraws its Bid during the period of Bid validity or any extension thereof duly agreed by the Bidder.
 - (ii) The Bidder varies or modifies its Bid in a manner not acceptable to Oil India Ltd. During the period of bid validity or any extension thereof duly agreed by the Bidder.
 - (iii) The Bidder, having been notified of the acceptance of its Bid,
 - (a) Fails or refuses to execute the supply order/Contract
 - (b) Fails or refuses to furnish the Security Deposit/Performance Bank Guarantee (Performance Security) within 30 days before expiry of Bid Security.

2. Have the rates, prices and totals, etc. been checked thoroughly before signing the tender?
Yes No
3. Has the bidder's past experience Proforma (**Appendix-6**) been carefully filled and enclosed with the offer?

Yes No
4. Whether firm prices have been quoted

Yes No
5. Whether rates have been quoted exactly as per the price bid format?

Yes No Not applicable
6. Whether the period of validity of the offer is as required in bidding document ? If not, mention the extent of variation.

Yes No Extent of variation in days
7. Whether the offer has been signed indicating full name and clearly showing as to whether it has been signed as

Secretary Manager Partner

Sole Proprietor Active Partner Pre procuraterium
8. If the Bidder is seeking business with OIL for the first time, has he given the details of the parties to whom the offered items/services have been provided in past along with their performance report ?

Yes No
9. Are the pages of the offer consecutively numbered and an indication given on the front page of the offer as to how many pages are contained in the offer?

Yes No
10. Has the offer been prepared in sufficient details/ clarity so as to avoid post tender opening clarifications / amendments?

Yes No
11. Whether Appendices 2 & 3 of Annexure-I of the bidding document in original, duly filled in and a confirmation that clauses of Annexure I and II are complied / accepted, enclosed with the offer ?

Yes No
12. Whether all the clauses of the bidding document are accepted?

Yes No

ANNEXURE - I
(Appendix - 6)

BIDDERS PAST CONTRACTS (SIMILAR) PROFORMA

SL.NO. MARKS	NAME & ADDRESS OF CLIENT	PERIOD <u>FROM</u> <u>TO</u>		DESCRIPTION OF CONTRACTS COMPLETED SUCCESSFULLY	RE
-----------------	-----------------------------	---------------------------------	--	--	----

Signature of the Bidder

Name_____

Seal of the Company

AUTHORISATION FOR ATTENDING BID OPENING

To
The Senior Manager (C&P)
OIL INDIA LIMITED,
FC-24, 5th Floor, IT Infrastructure Building,
Sector-16A, NOIDA-201301 , INDIA

Sir,

Sub : OIL's TENDER No. CLG5233P15

We authorise Mr. /Mrs. _____ (Name and address) to be present at the time of opening of the above TENDER due on _____ at Noida on our behalf.

Yours Faithfully,

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

Note: This letter of authority shall be on printed letter head of the Bidder and shall be signed by a person who signs the bid.

PROFORMA CERTIFICATE ON RELATIVES
OF DIRECTORS OF OIL

This has reference to our proposed Contract against Tender No. _____ to be entered into with Oil India Ltd. (OIL).

For the purpose of Section 297/299 of the Companies Act, 1956, an extract enclosed at Appendix 11-A, we certify that to the best of my/our knowledge :

I am not a relative of any Director of OIL ;

- (ii) We are not a firm in which a Director of OIL or his relative is a partner ;
- (iii) I am not a partner in a firm in which a Director of OIL or his relative is a partner;
- (iv) We are not a private company in which a Director of OIL is a Member or Director;
- (v) We are not a company in which Directors of OIL hold more than 2 % of the paid-up share capital of our company or vice-versa.

Authorised Signatory of
The Contracting Party

Place...

Date...

S.297 of the Companies Act, 1956

Board's sanction to be required for certain contracts in which particular directors are interested.

297. (1) Except with the consent of the Board of directors of a company, a director of the company or his relative, a firm in which, such a director or relative is a partner, any other partner in such a firm, or a private company of which the director is a member or director, shall not enter into any contract with the company –
- (a) for the sale, purchase or supply of any goods, materials or services; or

- (b) after the commencement of this Act, for underwriting the subscription of any shares in, or debentures of, the company:

(Provided that in the case of a company having a paid-up share capital or not less than rupees one crore, no such contract shall be entered into except with the previous approval of the Central Government.)

- (2) Nothing contained in clause (a) of sub-section (1) shall affect –

- (a) the purchase of goods and materials from the company, or the sale of goods, and materials to the company, by any director, relative, firm partner or private company as aforesaid for cash at prevailing market prices; or
- (b) any contract or contracts between the company on one side and any such director, relative, firm, partner or private company on the other for sale, purchase, or supply of any goods, materials and services in which, either the company or the director, relative, firm, partner or private company, as the case may be, regularly trades or does business:

provided that such contract or contracts do not relate to goods and materials the value of which, or services the cost of which, exceeds Five Thousand Rupees in the aggregate in any year comprised in the period of the contract or contracts; or

- (c) in the case of a banking or insurance company any transaction in the ordinary course of business of such company with any director, relative, firm, partner or private company as aforesaid

- (3) Notwithstanding anything contained in sub-section (1) & (2), a director, relative, firm, partner or private company as aforesaid may, in circumstances of urgent necessity, enter, without obtaining the consent of the board, into any contract with the company for the sale, purchase or supply of any goods, material or services even if the value of such goods or the cost of such services exceeds Five Thousand Rupees in aggregate in any year comprised in the period of the contract; but in such case, the consent of the board shall be obtained in the meeting within three months of the date on which the contract was entered into.
- (4) Every consent of the board required under this section, shall be accorded by a resolution passed at a meeting of the board and not otherwise; and the consent of the board required under sub-section (1) shall not be deemed to have been given within the meaning of that sub-section unless the consent is accorded before the contract is entered into or within three months of the date on which it was entered into.

- (5) If consent is not accorded to any contract under this section, anything done in pursuance of this contract, shall be voidable at the option of the board.
- (6) Nothing in this section shall apply to any case where the consent has been accorded to the contract before the commencement of the Companies(Amendment) Act, 1960.

.....

List of acceptable foreign banks for acceptance of Bank Guarantee

FOREIGN CORRESPONDENT OF SBI

<u>COUNTRY</u>	<u>NAME OF BANK</u>
1. Abudhabi	National Bank of Abudhabi
2. Australia	National Australia Bank
3. Austria	Raffeißen zentral Bank A.G.
4. Bahrain	SBI, Bahrain
5. Belgium	SBI, Antwerpen
6. Brazil	Banco Do Brasil S.A.
7. Canada	SBI, Toronto
8. Denmark	Den Danske Bank
9. France	SBI, Paris
10. Finland	Merita Bank, Helsinki
11. Germany	SBI, Frankfurt
12. Hongkong	SBI, Hongkong
13. Hungary	National Bank of Hungary
14. Italy	Credito Italiano
15. Japan	SBI, Tokyo ; SBI, Osaka
16. Kenya	Barclays Bank
17. Kuwait	Gulf Bank K.S.C., Kuwait
18. Malaysia	Malayan Banking Berhad
19. Netherlands	ABN Amro Bank
20. New Zealand	Bank of New Zealand
21. Norway	Den, Norske Bank
22. Poland	American Bank in Poland
23. Romania	Banca Romana De Comerț Exterior SA
24. Saudi Arabia	National Commercial Bank
25. Singapore	SBI, Singapore
26. South Africa	SBI, Johannesburg
27. South Korea	Bank of Seoul
28. Spain	Banco Bilbao Vizcaya
29. Sweden	Skandinaviska Enskilda Banken
30. Switzerland	Union Bank of Switzerland
31. UK	SBI, London
32. USA	SBI, New York/ Los Angeles/ Chicago

FOREIGN CORRESPONDENT OF ALLAHABAD BANK

<u>COUNTRY</u>	<u>NAME OF BANK</u>
1. Australia	Australia And New Zealand Bank
2. Austria	Osterreichische Lander Bank A.G.
3. Belgium	Generale Bank
4. Canada	The Royal Bank of Canada
5. Denmark	Copenhagen Handels Bank A.G.
6. France	Credit Lyonnais
7. Germany	Deutsche Bank A.G.
8. Italy	Credito Italiano
9. Japan	The Fuji Bank Limited
10. Netherlands	Amsterdam-Rotterdam Bank N.V.
11. Singapore	SBI, Singapore
12. Sweden	Skandinaviska Enskilda Bankan
13. Switzerland	Union Bank of Switzerland
14. U.K.	Barclays Bank PLC, London Standard Chartered Bank, London
15. USA	American Express Bank, New York Citi Bank N.A. ,New York

.....

DETAILS OF THE DRILLING UNIT(RIG) OFFERED

(TO BE INCLUDED IN THE UNPRICED BID)

SEPARATE PROFORMA TO BE FILLED IN FOR EACH RIG OFFERED

1. Name of the bidder :
2. Name and type of the rig offered :
3. Name and address of the :
owner of the rig
4. Rig offered on lease/proposed :
purchase/ownership basis
5. Year of make of the Rig :
(Date & month on which the
rig was delivered ex-yard to be mentioned)
6. Present location of the rig :
7. Present Operator of the rig :
8. Date by which the rig will be
mobilized as per Commercial
BEC clause of the bid document :
9. Place from where the rig will
be mobilized against this Contract :
10. Date of last inspection of the rig offered :
11. If the offered rig is not operating presently,
when was the rig last under operation (year and contract no):-:
.....
- 11.1. Wrt information at 11 above, Name and address of the Last Operator of
the rig:
12. Place to where the rig will
be demobilised at the expiry
of this Contract :

Bidder

Name & Signature of

Seal of the Company

(On non-judicial stamp paper of Rs. 200/-)

Undertaking

“M/s._____ hereby declares and confirms that the Rig spares and consumables to be imported against Essentiality certificate against the Contract No._____ will be utilized on the PEL/ML areas renewed and granted after 1.4.99 and indemnifies Oil India Limited in case of any violation of the conditions of the notification under which exemption is being availed.

In case of any mis-declarations or offence by M/s _____ (Name of the Contractor) under the Customs Rules and Regulations and also allied Rules, fine, penalty or any other charges levied by the concerned authorities on OIL shall be borne by the Contractor including the element of interest on Operator funds blocked under such circumstances. The Contractor further indemnifies OIL against all actions of Government or any other Agency for acts of commission and omission by Contractor and its subcontractors, its agent and its affiliates including owner of the Rig, its other Contractors and /or their employees.

This undertaking is being issued by us (Contractor) for issue of Recommendatory letter by OIL for obtaining Essentiality Certificate from the DGH in terms of Notification no. 26/2003-Customs dated 01.03.2002, Sl. No. 214 and condition no. 29, for import of spares and consumables for Rig _____ under the Contract with OIL.

(Authorized Signatory of Contractor)

INTEGRITY PACT

Between

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

And

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

Preamble:

The Principal intends to award, under laid down organizational procedures, contract/s for

TENDER NO. CLG5233P15. The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

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

Section: 1 -Commitments of the Principal

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

1. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
2. The Principal will, during the tender process treat all Bidders with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.
3. The Principal will exclude from the process all known prejudiced persons.

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

Section: 2 -Commitments of the Bidder/Contractor

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

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

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

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

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

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

the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.

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

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

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

Section 4 -Compensation for Damages

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

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

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

Section 5 -Previous transgression

1. The Bidder declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the TI approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

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

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

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

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

Section: 8 -External Independent Monitor/Monitors

(three in number depending on the size of the contract)
(to be decided by the Chairperson of the Principal)

1. The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.
3. The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality.
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

6. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.

7. If the Monitor has reported to the Chairperson of the Board a Substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

8. The word 'Monitor' would include both singular and plural.

Section:9 -Pact Duration

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

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

Section:10 -Other provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.

2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

3. If the Contractor is a partnership or a consortium, this agreement must be, signed by all partners or consortium members.

4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

Rupak Kalita

.....
For the Principal

.....
For the Bidder/Contractor

Witness 1:

Witness 2:

Place. NOIDA.

Date : 10.11.2014

&&&&

Annexure – I
(Appendix – 13)

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

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

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

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal 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 as per above format and submit along with their bids. If the “**Statement of Compliance**” in the above Proforma is left blank (or not submitted along with the technical bid), then it would be construed that the bidder has not taken any exception/deviation to the tender requirements.

Annexure - II

Model Contract Conditions or General Conditions of Contract for hiring of offshore rig

This Agreement made and entered into _____ day of _____ 2015 , between Oil India Limited (OIL), a Government of India Enterprise, incorporated under the Companies Act

1956, having its registered office at Duliajan in the State of Assam, India (hereinafter referred to as '**Operator**', which expression shall include its executors, administrators successors and assignees) on the one part and ----- a company incorporated and existing under the laws of Company's Act 1956, having its registered office at -----, India (hereinafter referred to as '**Contractor**', which expression shall include its executors, administrators, successors and permitted assignees) on the other part.

WITNESSETH

WHEREAS, Operator desires to have drilling operations conducted in the offshore waters of India and in International waters, as may be designated by the Operator, and whereas, Contractor has taken on lease basis/is the Owner of the Anchor Morred Drillship/Semi-submersible Drilling Rig "-----" (hereinafter referred to as 'Drilling Unit') and the Contractor is willing to perform such drilling operations on charter hire basis with Drilling Unit alongwith its personnel as per Exhibits-A to N (*Please note that the Exhibits/Annexures etc. like A to N mentioned in this para and elsewhere in the tender document are for illustrations purpose only and in the formal contract to be signed with the successful bidder, the relevant documents will be annexed as Exhibits/Annexures*).

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter provided, it is hereby agreed as follows :-

1.0 TERM

1.1 COMMENCEMENT DATE

- (i) **This Agreement is effective as of ----- (i.e. date of issue of firm and unconditional order by Operator), and all commitments/obligations of the Contractor under this Agreement shall be operative from this date of ----- (i.e. date of issue of firm and unconditional order by Operator).**
- (ii) **The commencement of operations for the purposes of any compensation to the Contractor under this Agreement, shall commence when the Drilling Unit, ready in all respects, including obtaining all statutory clearances e.g. Naval clearance, Customs clearance etc. is positioned at the first drilling location nominated and made ready in all respects by Operator, herein referred to as "Commencement Date". However, any time lost due to location not being ready shall be paid at Non-Operating Day Rate.**

(iii) MOBILISATION PERIOD

- a) **The Contractor shall mobilize and deploy the Drilling Unit along with crew so as to commence operations at the specified location by Operator "On or before 31.05.2015. However, 90 days mobilization time from date of issue of LOA will be given to the Contractor. In case delay on account of OIL for readiness of site, consumables and other services etc, mobilization period for the above delayed period will be extended without imposing Liquidated Damage.**

In case the Contractor intends to mobilize the drilling unit earlier than "31st May 2015", the Contractor shall inform the date on which the rig will be mobilized to the location and commence operations within 30 days from the date of firm order/letter of award.

- b) deleted
- c) In case the Contractor fails to mobilize and deploy the Drilling Unit alongwith crew and/or fails to commence operations within the period specified above i.e “On or before **31st May, 2015**”, Operator shall have, without prejudice to any other provision in the contract including sub clause (d) below, the right to invoke the performance bond, forfeit the amount of performance bond and terminate the contract. Apart from termination, Contractor will be put up on holiday of two years as per Clause No.22.8.1 (CONSEQUENCES OF TERMINATION) of model contract conditions
- d) If the Contractor is unable to mobilize/ deploy the Drilling Unit and commence the operation within the period specified in sub clause (a) to (b) above, it may request OIL for extension of the time with unconditionally agreeing for payment of Liquidated Damages. Upon receipt of such a request, OIL may, at its discretion, extend the period of mobilization and OIL as its sole remedy can recover from contractor as ascertained and agreed Liquidated Damages as per clause 1.4 as under of this Model contract conditions.

Notes:

- i) **The succeeding day of issue of firm order shall be counted as Day 1 for the purposes of Mobilization period.**
- ii) Bidder to provide various schedules as per above mobilization clause.

1.2 EXPIRY DATE

This Agreement shall come to an end on expiry of Primary term specified in clause 1.3 hereof or if before the expiry of the term of the Agreement the drilling of the last Well is completed/terminated or the Well is abandoned and all equipment belonging to Operator or its third parties are off-loaded and the Drilling Unit is ready for pulling its last anchor.

1.3 DURATION

- (a) This Agreement shall be for a firm period of **4 months** (Primary term) from Commencement date
- (b) The Agreement will be automatically extended, under the same rates, terms and conditions to cover the time necessary to complete or abandon, to the satisfaction of Operator, the Well in progress at the end of the Primary Term of the Agreement or extension thereof, as the case may be.

(c) Period of break down, Dry dock time, Repair time and Hull Inspection time of the Drilling Unit unpaid by Operator may be added at the option of the Operator to the duration of the primary term or extension thereof as the case may be.

- (d) Operator shall have the option to terminate this Agreement, at any time during last **thirty (30) days before** the expiry date of the Primary Term or any extension thereof, if the Well being drilled is completed or abandoned prior to such expiry date and, in the opinion of Operator, another Well cannot be drilled within the remaining Agreement period.

1.4 LIQUIDATED DAMAGES

- a) The Contractor shall deploy the Drilling Unit at the designated drilling location to commence operation by 31st may 2015. If the Contractor fails to deploy the Drilling Unit within aforesaid period, the Operator as its sole remedy can recover from contractor as ascertained and agreed Liquidated Damages (LD) and not by way of penalty a sum equivalent to 1/2 % (half percent) of the contract value (i.e. Effective Day Rate based on which bids were evaluated x 120 days) for each week of delay or part thereof subject to maximum of 7.5% (Seven and half percent). Operator

shall have at any time but before Commencement Date, the right to terminate the Contract in the event Contractor fails to deploy the Drilling Unit at the first drilling location within aforesaid period, without prejudice to any other clauses including LD Clause. The parties agree that this is a genuine pre-estimate of the loss/damage which will be suffered on account of delay/breach on the part of the contractor and the said amount will be payable on demand, without there being any proof of the actual loss or damages caused by such delay/breach.

LD will be calculated on the basis of contract value (i.e. Effective Day Rate based on which bids were evaluated x 120 days) excluding duties and taxes, where such duties/taxes have been shown separately in the contract. Accordingly, Effective day rate excluding service tax & cost of Diesel shall be considered for arriving at the annual contract value.

1.5 INSPECTION

1.5.1 Operator shall get the Drilling Unit inspected by Operator or inspected through any of the following internationally reputed third party inspection agency. Operator, at its option, can nominate any one of the following third party inspection agency for inspection of the Drilling Unit inspected by Operator and the cost of the third party inspection will be borne by Operator subject to Article 1.5.7:

- a) MODU SPEC
- b) ABS
- c) Oilfield Audit Services Inc.
- d) DNV
- d) Any other agency nominated by Operator

1.5.2 Operator will accept the Drilling Unit and ROV only after Operator nominated third party inspection agency confirms that the Drilling Unit is as per the Exhibit (s) A to F and that the Drilling unit has undergone regular repair / maintenance overhauling as per required industry practice.

1.5.3 Contractor shall offer the Drilling Unit for inspection and complete the inspection, to the satisfaction of Operator including conformity to Operator's tender specifications certified by third party inspection agency, prior to positioning at the designated first drilling location nominated by the Operator.

Contractor to submit the various schedules with respect to up gradation with all details, offering of inspection of Drilling Unit and mobilization etc. immediately.

1.5.4 In case the Contractor fails to adhere to the above time schedule Operator reserves its right to invoke the performance bond and terminate the Agreement without prejudice to any other right or remedy available as per the Agreement.

1.5.5 Contractor agrees to provide the documents at his own cost required for obtaining visa (for the inspectors) of the country where the Drilling Unit is offered for inspection.

1.5.6 Contractor agrees that Notice for inspection as per 1.5.3 above is required to be given by the Contractor, 15 days in advance when the Drilling Unit is ready in all respect. Contractor should also ensure commencement of inspection at least 30 days prior to stipulated mobilization period.

1.5.7 Maximum total time allowed, on board the drilling unit for inspection of the Drilling Unit is 25 man days. The Contractor has to offer the Drilling Unit for inspection on complete readiness of the Drilling Unit. In case inspection takes more than 25 man days, the cost of inspection beyond 25 man days would be to the account of the Contractor. In case inspection team is to be mobilized subsequently, for compliance of deficiencies during the first inspection, then entire cost towards second or subsequent inspections shall be to the account of the Contractor.

1.5.8 Contractor confirms that the Drilling Unit is equipped with all life saving equipment and fire-fighting equipment as per SOLAS and IMO

regulations and agrees that valid certificates, from regulatory body where the Drilling Unit is located at the time of inspection, shall be made available to Operator/Operator nominated inspection team.

- 1.5.9 Stage Inspection: Operator reserves the right to stage inspect the Drilling Unit, during its construction /up-gradation / re-activation.

1.6 The Contractor shall mobilize the Drilling Unit “-----” within the stipulated mobilization period and the Operator shall not allow substitution of the Drilling Unit under any circumstances

1.7 Deployment of the unit in International Water

deleted.

2.0 DEPTH

2.1 GENERAL

- (a) Wells should be drilled to a depth specified pursuant to this Article 2, clause 2.2 subject always to the right of Operator to direct at any time a stoppage of work at a lesser depth.

- (b) The Drilling Unit furnished by the Contractor hereunder, shall be fully equipped and adequate to drill wells in terms of agreed specification and complete the same and carry out remedial operations thereto as specified by Operator. The Drilling Unit , equipment, materials and supplies provided by Contractor, as specified or which Contractor is otherwise required to provide under the terms of this Agreement, shall be in good workable condition, and together with the personnel provided by the Contractor, as specified in the Exhibit –F and G shall be furnished and maintained by Contractor at its sole cost for the rates set forth in Article 3. Contractor shall maintain the Drilling Unit in good operating and seaworthy condition, wherever applicable, throughout the duration of the Agreement or any extension thereof.

2.2 DEPTH

Contractor confirms that the Drilling unit shall be capable of operating in water depth in the range from 400 metre to 500 metre with drilling depth capability of 6000 meters or more.

2.3 WELL DEPTH

The depth of the well to be drilled, hereunder, will be specified in Operators Drilling and Completion Programme, which Operator may amend from time to time. The depth so specified is hereunder referred to as the `Well Depth'.

3.0 COMPENSATION TO CONTRACTOR

3.1 GENERAL

Operator agrees to pay Contractor for work performed, services rendered, material, equipment supplied and personnel furnished by Contractor, a sum at the rates specified in this Article read in conjunction with Exhibit(s) A to N shall be computed from and to the nearest quarter hour. The rates contained in this Article are based on Contractor's operations being conducted on a seven (7) days week and a twenty four (24) hours work day.

3.2 MOBILIZATION FEE

- (a) **For mobilization of the Drilling Unit, from the Drilling Unit's present location to the Well location designated by Operator, Operator shall pay the Contractor a lumpsum mobilization fee of US \$ ----- (United States Dollars ----- Only) within fifteen (15) days from "Commencement Date" as defined in clause 1.1(ii) above provided**

invoice is submitted 30 days prior to date of payment. This fee of US \$ ----- is inclusive of service tax @% (percentage presently applicable is 12.36 %, however bidder/contractor shall check and quote as per the applicable rates).

3.3 DEMOBILISATION

Operator shall pay the Contractor within 30 days of Expiry Date as defined in Article 1.2 or within 30 days of the receipt of invoice, whichever is later, a Lumpsum Demobilisation fee amounting to _____ (in words) on submission of invoice by the Contractor. This fee of _____ is inclusive of service tax @.....%.

3.4 DAY RATE

Under this Agreement Contractor will be entitled to an applicable day rate at all time from the time of commencement date (as per Article 1.1(ii) above) till the expiry of the Charter Hire period as per Article 1.2, except otherwise provided for in this Agreement.

Day Shall mean a calendar day of twenty four (24) consecutive hours beginning at 0000 hours with reference to local time at the site.

3.4.1 RIG OPERATING DAY RATE (RODR):

Contractor shall be paid a Rig Operating Day Rate (RODR) of US \$ ----- (United Stated Dollars ----- only) from the Commencement Date and at all times during the term of the Agreement, except when specifically otherwise provided for in this Agreement. This RODR of US \$ ----- is inclusive of service tax @%.

3.4.2 RIG NON-OPERATING DAY RATE (NODR) :

Contractor shall be paid an Rig Non Operating day Rate (NODR) of US \$ ----- (United Stated Dollars ----- only) when the Drilling Unit is not operating either due to waiting for materials to be provided by Operator /orders /instructions /programme/ waiting on weather/ waiting on cement to set or carrying out fishing operations (not due to Contractor's equipment and tools) except where otherwise provided for in this Agreement. This NODR of US \$ ----- is inclusive of service tax @ %.

3.4.3 RIG MOVE DAY RATE (RMDR):

Contractor shall be compensated at the Rig Move Day Rate (RMDR) of US \$ ----- -- (United Stated Dollars ----- only) during the time drilling unit is moving to, from or between, locations beginning when, the drilling unit is released from previous location with the last transponder on board and ending when the drilling unit is positioned over the next well location with all the transponders lowered on seabed and rig location accepted by Operator, except where otherwise provided for in this Agreement. This RMDR of US \$ ----- is inclusive of service tax @ %.

3.4.4 RIG BREAKDOWN & BREAKDOWN DAY RATE

During the term of the Agreement, if operations hereunder are suspended, due to break-down of or the need for repairs to Contractor's equipment, or due to the failure of Contractor to furnish any requirement for the operation, such as but not limited to, materials, supplies, equipments or services and which Contractor is obligated to furnish hereunder or due to failure of Drilling Unit or due to destabilisation of the Drilling Unit due to whatever reasons and if such failure / destabilization results in the operations being materially affected, Contractor shall be paid at the Equipment Break-Down Day

Rate of _____ (_____) during such failure / breakdown / destabilization upto a maximum of 32 (thirty two) hours as compensation per calendar month. Beyond the said 32 hours, daily compensation shall not be payable to Contractor until operations are recommenced to the satisfaction of Operator at which time the applicable rate shall again come into force.

Beyond the above mentioned permissible period, zero rate will be applicable for further period of breakdown.

Operator shall provide diesel, water and other services (except tug boats) at its cost for a maximum period of seven days during breakdown. Thereafter, the cost of diesel, water and other services shall be borne by Contractor.

3.4.5 RENTAL FOR H2S EQUIPMENT:

Rental for H2S Safety Equipment as Per Exhibit-B shall be US \$ ----- (United States Dollars ----- only) per day including its mobilization and de-mobilization charges. The option to take these equipment shall be with the Operator and rental of above equipment shall be payable only during its period of use. In case of utilization of these equipments, Operator shall give the Contractor a notice period of 30 days. This rental rate for H2S of US \$ ----- is inclusive of service tax @ %.

3.4.6 BOARDING AND LODGING

Contractor agrees to have the provision for keeping around 30 Operator/ Operator's third party personnel on board the Drilling Unit. Operator would pay @ US\$ 15/- per person per day for boarding and lodging. In case a person does not stay overnight on Drilling Unit and takes only meal(s), then US\$ 6/- (US Dollar Six only) shall be payable for individual meal. The rates are inclusive of service tax.

3.5 HULL INSPECTION

- (i) Contractor shall be required to carry out repair of damaged or structural defects in the hull structure and/or to carry out required inspections, which prevent the hull structure from performing its normal intended functions. This includes all the statutory inspections required like Under Water Inspection In Lieu Of Dry-dock (UWILD) etc.
- (ii) Contractor shall be required to effect said repairs, inspections or modifications required as a result of said inspection at its cost at zero rate and Operator shall provide water and other services (Air Logistics, Material transport & Standby boat for safety) at its cost for maximum period of 10 days provided the said inspection/repairs are carried out at old drilling locations or enroute to new location, thereafter cost of water and other services (Air Logistics, Material transport & Standby boat for safety) shall be borne by Contractor.
- (iii) Contractor shall bear all costs towards water and other services (Air Logistics, Material transport & Standby boat for safety) in case the inspection/ repairs are carried out at location other than as specified above.
- (iv) Zero rate shall commence from the time, when the Drilling Unit cannot perform its normal intended functions ending when the Drilling Unit is positioned over the next location, after properly dropping the last anchor and ready to spud the well, except that, if the Drilling Unit, after said inspections/repairs, commences operations, as per Contract, at the next location designated by Operator, then Operator shall pay the amount to cover distance from the previous location to next location, directly, as if it is movement between two locations, in accordance with Clause No. 3.4.3 - "Rig Move Day Rate". However, in the event, Drilling Unit commences operations at the same location prior to moving the Drilling Unit for said inspections/ repairs, no rate whatsoever shall be payable to the Contractor till normal operations are resumed at the same stage when the zero day rate started.
- (v) For calculation of Rig Move Day Rate for positioning at new location in case of a situation mentioned above, the average speed of Drilling Unit during previous inter-location movement shall be considered. However, if there is no previous inter-location

movement, then the average speed of (Drilling Unit) for movement of Drilling Unit from previous location to repair/ inspection site and back to location, as mentioned above, shall be considered.

- (vi) Deleted.
- (vii) Operator, if required, shall off-load/ load, from/on Drilling Unit, Operator's or its third party's equipment, at mutually agreed place and time at the cost of Contractor without any financial liability to Operator including payment of any day rate. Primary term of this contract or any extension thereof shall be extended as per Clause 1.3(b) (ii) by a period equal to the time the Drilling Unit was off-duty.
- (viii) It shall be the responsibility of the Contractor to provide tug boats at its own cost.
- (ix) In the event, Drilling Unit commences operations at the same location prior to moving the Drilling Unit for said inspections/ repairs, cost of diesel shall be on Contractor's account from the time, when the Drilling Unit cannot perform its normal intended functions till normal operations are resumed at the same stage when the zero day rate started.
- (x) If drilling operations at previous location are over and Drilling Unit is positioned at new location after hull repair, Contractor shall be entitled for diesel for the Drilling Unit for the notional rig move period calculated at 3.5 (iv) & (v) above. The value of this entitlement shall be as per the average diesel consumption in previous rig move. However, if there is no previous rig move, then the average diesel consumption during the movement of Drilling Unit from previous location to repair/inspection site and back to location, as mentioned above, shall be considered. The cost of diesel consumed over and above this value shall be on Contractor's account.

3.6 DEFICIENCIES

- (1) Contractor's all equipments shall be maintained by Contractor in sound and efficient operating condition at all times. Should the performance of Contractor's Drilling equipment becomes unsatisfactory or performance of work hereunder be reduced because of defective drill pipe, drill collars, or other Contractor's furnished equipment or by reason of Contractor's incompetence or negligence, Operator shall give Contractor written notice specifying the causes of its dissatisfaction to correct the specified deficiency within 15 days failing which Operator shall have the right to terminate this Agreement by giving thirty (30) days advance written notice to the Contractor, unless the specified deficiency is corrected within such thirty (30) days period. In this event no demobilization fees will be payable by the Operator notwithstanding the provision contained in the Contract. Operator shall recover the mobilization charges, if any, paid in terms of clause 3.2 in case the deficiency occurs during pendency of the Contract, on pro-rata basis for the period of performance, in addition to invoking of performance bond due to failure of the Contractor in executing the Contract faithfully.
- (2) Should Contractor be denied access to the location of drilling operations due to lack of compliance of any permits or licenses required by the Operator pursuant to Article 13.1 hereof, time lost as a result thereof shall be compensated at the Non-Operating day Rate.

3.7 LOADING OF OPERATOR'S EQUIPMENT

Operator shall mobilise all of Operator's/ Operator's third party equipment to the first drilling location nominated by Operator for loading on board the Drilling Unit.

3.8 PERSONNEL MOBILISATION

For purpose of this Agreement, the Operating Area shall be any where in Offshore Indian Waters. In the event there is a change of location from West coast to East coast or vice versa and Contractor

shifts its office to the new location, Operator shall pay all reasonable expenses thereby incurred in moving the Contractor's onshore equipment, materials, supplies and related items located therein, from the original location to new location, such transportation being limited to surface/ sea transportation charges only. Contractor shall be solely responsible for providing all other requirement of its personnel including but not limited to, housing, transportation.

3.9 FIRM PRICE

The rates payable under Article 3 herein above shall be firm during Contract period including the extension of period under Clause 1.3 of the Agreement

3.10 PERFORMANCE

The Contractor undertakes to perform all its service under this Agreement with all reasonable skill, diligence and care in accordance with sound industry practice to the satisfaction of the Operator and accepts full responsibility for the satisfactory quality of such services.

Operator shall give Contractor written notice specifying the causes of its dis-satisfaction to correct the specified deficiency, within 15 days failing which Operator shall have the right to terminate this Agreement by giving thirty (30) days advance written notice to the Contractor, unless the specified deficiency is corrected within such thirty (30) days period.

In this event no demobilization fees will be payable by the Operator notwithstanding the provision contained in the Contract, Operator shall recover the mobilisation charges, if paid in terms of clause 3.2 on pro-rata basis for the period of performance, in addition to invoking of performance bond and forfeit the same due to failure of the Contractor in not executing the Contract as per the terms and conditions of this contract.

If at any time during the term of this Contract breakdown of Contractor's equipment results in Contractor being unable to perform its obligations hereunder for a period of 15 successive days (not including Force Majeure delay or break down of Contractor's equipment caused by a well blow-out or all the consequences thereof), Operator, at its option, may terminate this Contract, in its entirety without further right or obligation on the part of Operator except for the payment of money for the services rendered as per the provision of this Agreement. No notice shall be served by the Operator under the condition stated above.

3.11 PERFORMANCE BOND

The Contractor has furnished to the Operator an irrevocable and unconditional Performance Bank Guarantee bearing no----- for US ----- issued by ----- with validity upto ----- . The Contractor agrees to extend the validity of the Performance Bank Guarantee so as to be Valid up to 60 days beyond the last date of primary term of Agreement or extension thereof. In the event Contractor fails to honor any of the commitments entered into under this Agreement or in the event of termination of the Contract under provisions of Integrity Pact and/ or in respect of any amount due from Contractor to the Operator, the Operator shall have the unconditional option under the guarantee to invoke the said guarantee with the bank and claim the amount from the bank and forfeit the same. The bank shall be obliged to make the payment to the Operator upon demand. The Contractor further agrees to extend the period of this guarantee or to furnish a fresh guarantee if the Operator decides to extend the period of this Agreement as stated in the Article 1.3 (b).

If the contract has been terminated according to Section 3 of Integrity Pact, or if OIL is entitled to terminate the contract according to Section 3 of Integrity Pact, OIL shall be entitled to demand and recover from the Contractor liquidated damages amount by forfeiting the Performance Bank Guarantee / Security Deposit, as per Section – 4 of Integrity Pact.

4.0 MATERIAL, SUPPLIES, EQUIPMENT, SERVICES & PERSONNEL TO BE FURNISHED BY CONTRACTOR

4.1 MATERIAL, SUPPLIES, EQUIPMENT AND SERVICES

- (a) Contractor will furnish and maintain at its cost all items of Appendix-3 of Annexure-III hereto under the heading 'Furnished by Contractor'.
- (b) Any additional items of Contractor's equipment not specifically mentioned elsewhere in this Agreement and found necessary to the operation shall be provided as specified in Article 5.1(a) (ii) or on such other basis as is negotiated by the parties.
- (c) Contractor at its cost, shall have the drill pipes inspected by a recognized inspection agency mutually acceptable by both parties prior to the first well unless inspected within last six months in previous contract, and thereafter every six months or 50,000 feet of drilling, whichever occurs first. Operator shall, at any other time, have the right to request the Contractor to have the drill pipe inspected by a recognized inspection agency at Operator's cost.

4.2 PERSONNEL

- (a) Contractor will at all times at its sole expense and under its exclusive responsibility arrange supervisory, technical and other personnel to properly perform the work, in the numbers and categories as set forth at Appendix 5 of Annexure-III hereof. Contractor shall be responsible for securing work permits and security passes for Contractor's employees and personnel, if required, as per the Indian Government laws. Operator shall issue necessary documentary assistance in this regard, if required.

All of Contractor's supervisory key personnel, as per the list at Appendix 5 of Annexure-III shall be easily understandable in English language.

- (b) NDA/Warranty/Class Surveyor (two at a time) shall be provided transportation by helicopter to the Drilling Unit and back at no cost to the Contractor.
- (c) In the event a member of crew as listed in Appendix 5 of Annexure-III is not deployed on duty then the daily rate will be reduced as detailed at Appendix 6 of Annexure-III to reflect reduction in costs of Contractor, for such short deployment. However, if such short deployment is on account of sickness/ accident on location or as per Operator's instructions due to disciplinary reasons, 7 days will be allowed for replacement without any reduction in the daily rate.

(d) List of Expatriates:

List of Expatriates and Indian personnel with their bio-data and experience in respective areas of work shall be furnished 30 days prior to commencement of Agreement.

- 4.3 Contractor agrees that they shall make their own arrangement for inter location movement of Drilling Unit at their own cost.

4.4 DIESEL:

Contractor has indicated consumption of diesel as ----- KL/day for the Drilling Unit and its equipment including ROV Operators responsibility is to provide ----- KL/day of diesel multiplied by the number of days of the particular month or part

thereof (where rig had operated for part of the month and not full month) or as per actual consumption for the respective months, whichever is lower.

For requirement of diesel in excess of the above monthly quantity, Operator is not responsible to provide diesel and Contractor agrees to arrange diesel themselves at Contractors cost.

No carry forward will be permitted if actual consumption per month is less than that calculated based on indicated consumption above.

5.0 MATERIALS, SUPPLIES, EQUIPMENT, SERVICES & PERSONNEL TO BE FURNISHED BY OPERATOR.

5.1 MATERIALS, SUPPLIES, EQUIPMENT, SERVICES & PERSONNEL

- (a) i) All items of equipments, materials, supplies, service personnel required for operations hereunder, other than items to be supplied by Contractor as set forth in Exhibit – A and B will be furnished by Operator at the well site, and Contractor would have no liability for any costs thereof.
- ii) All items of equipment, materials, supplies, services and service personnel required for operations hereunder, other than those items set forth in Article 4 hereof or otherwise required to be replaced or furnished by Operator will be furnished by Operator, or at Operator's request, such items or any other items which Operator is required to furnish under this Agreement may be furnished by Contractor and billed to and be reimbursed by Operator at actual invoice cost provided that if the item is furnished out of Contractor's inventory the lowest quote from two reputable vendors/ suppliers will establish the replacement cost less any cash discount obtained by Contractor, plus actual documented freight, packing and insurance costs of such items obtained outside the area of operations.

Further, if the Operator on scrutiny finds quotation of some other reputable vendors to be lower, then Operator will have the discretion to pass the invoices based on the lower quotation. When such items are sent by air, at the specific request of Operator the entire cost thereof shall be for the account of Operator, including Air freight. In the event Contractor is requested to furnish any single item of equipment, materials or supplies which, Operator is required to furnish under this Agreement, Contractor's fee of 7.5% will be payable by Operator on FOB value less discount if any, for each procurement costing US\$ 60,000 and 5% for each procurement costing more than US\$ 60,000 to cover total costs, to Contractor on account of such procurement and actual cost of services against documents.

- (iii) **For all services rendered or materials supplied to Contractor by Operator at Contractor's request, which services or materials are the obligations of the Contractor, or any other services other than those agreed to be provided by Operator herein, subject to availability, the Operator shall charge the Contractor for actual costs as supported by vendor's invoice plus 7.5% fee on FOB value for each procurement costing up to US\$ 60,000 and 5% for each procurement costing more than US\$ 60,000, thereon to cover costs on account of such procurement and actual cost for services.**

In addition, transportation costs paid and/ or incurred would be reimbursed at actuals against documentary evidence. Operator will provide Recommendatory Letter to Contractor for Contractor to obtain Essentiality Certificate from DGH for availing Customs duty exemption.

- (b) Any equipment, materials, or supplies purchased by Contractor on account of Operator shall thereafter become the property of Operator upon payment by Operator.

5.2 OPERATOR'S INSTRUCTIONS

Operator may from time to time through its authorized representative or representatives, issue written or oral (to be followed by writing) instructions to Contractor concerning operations.

6.0 INSPECTION OF MATERIALS

6.1 INSPECTION BY CONTRACTOR

Contractor agrees to perform a visual inspection, using its personnel, of all materials and appliances furnished by Operator when delivered into Contractor's possession and shall notify Operator's representatives of any apparent defects observed therein so that Operator may replace such defective materials or appliances. If Contractor fails to notify Operator of any apparent defects as provided above, it shall be conclusively presumed that such materials and appliances, are free from such apparent defect. Contractor shall not be liable for any loss or damage resulting from the use of materials or appliances furnished by Operator containing latent defects. Upon the termination of this Agreement, Contractor shall return to Operator at the well site all machinery, equipment, tools, spare parts and supplies received by Contractor from Operator or purchased by Contractor for Operator's account and not used or consumed in the operations, in as good condition as when received by Contractor. If damage to any Operator's equipment is caused due to sole negligence of the Contractor same will be repaired or replaced at Contractor's cost. Contractor shall, if requested by Operator, also maintain or repair, at its cost, any of Operator's items, on board the Drilling Unit which Contractor is qualified to and can maintain or repair with Contractor's normal complement of personnel and the equipment on board the Drilling Unit, provided however that Operator shall at its cost provide all spare parts and materials required to maintain or repair Operator's items. However, it shall remain the Operator's basic responsibility and liability to ensure that such items are always in good workable condition.

6.2 INSPECTION BY OPERATOR

Operator shall have the right to inspect and reject for any valid cause any items furnished by Contractor and Contractor, shall replace or repair at its sole expense such items so rejected with items free of defects, to the satisfaction of Operator.

7.0 PAYMENT

7.1 TIME OF PAYMENT

Operator shall make payment under this Agreement within 21 (twenty one) calendar days from the date of receipt of a clear (undisputed) invoice from Contractor, subject always to Operator's right to require Contractor to furnish it with satisfactory evidence of the validity and prior payment by Contractor of all labour and materials incurred by Contractor and charged to Operator.

No interest shall be payable by Operator on any delayed/disputed claim.

Should Operator withhold any payment out of the invoice claim, it shall give reasons for withholding of such amount from the invoice.

The amount not in dispute is to be paid within the above 21 (twenty one) calendar days period.

7.2 INVOICE PRESENTATION

Invoice, accompanied by copies of the original vouchers, records, receipts or other supporting evidence for the work performed or the expenses incurred during each month, shall be presented to Operator's office on or before the tenth (10th) of each succeeding month or soon thereafter.

The original invoice should also accompany the following documents/details:

- 1) Alongwith first invoice:

Following documents / details should be invariably furnished alongwith the first invoice:

- a) Copy of valid registration certificate under the Service Tax rules.
- b) Particulars required for making payments through 'Electronic Payment Mechanism', ~~in accordance with the clause on 'MODE OF PAYMENT' appearing in Annexure-I (i.e. 'Instructions to bidders')~~ of bid document.
- c) Mobile No. (Optional).
- d) e-mail ID.

2) Payment of Mobilization Charges:

- a) Invoice (In accordance with the relevant Service Tax rules).
- b) Insurance policies (As applicable).
- c) Inspection report (Pre-mob, as applicable).
- d) Notification Certificate of Acceptance of Mob.
- e) Certificate of 'Commencement of operation' under this contract.
- f) Details/statement showing cost of services, service tax etc. as per clause 15.5.1 below (alongwith details of disclosure as per clause 15.8.7).

3) Periodical / Monthly payment:

- a. Invoice (i.e. Tax invoice as per relevant Service Tax rules, in original and duplicate, clearly indicating Service Tax registration number, Service Classification, Rate and amount of Service Tax shown separately).
- b. Insurance policies and proof of payment of premium (As applicable)
- c.Details of statutory payments like EPF and ESI (as per clause 7.2.2 below), etc., (As applicable).
- d. Undertaking by the contractor regarding compliance of all statutes
- e.Certificate by the contractor stating that labour have been paid not less than minimum wages. (As applicable)
- f. Copy of Time sheet / Log Sheet / DPRs with summary showing non-operating period, operating period, Rig move period, idle period, breakdown of equipment, non deployment / short deployment etc (if any) and reasons thereof
- g. Attendance Sheet (How many person on board) / Manpower deployment sheet [showing non deployment / short deployment etc (if any) and reasons thereof].
- h. Statement of persons travelled on chargeable basis (Recoverable), if applicable.
- i. Fuel charges (Daily consumption report of fuel) and statement of material/ consumption (incl. HSD, cement, mud chemicals, pot water, etc.) taken from OIL on chargeable basis, if applicable.
- j. Catering Bill (Log Sheet).
- k. Telephone Bill (Log sheet).
- l. Any other document specifically mentioned in the Contract, or supporting documents in respect of other claims (if any), permissible under the Contract.
- m. Details/statement showing cost of services, service tax etc. as per clause 15.5.1 below (alongwith details of disclosure as per clause 30.7).

4) Lost In Hole Payment:

- a. Invoice.
- b. Bill of Entry.
- c.Dispatch convey note/ Manifest of OIL.
- d. Certificate of Conformity.
- e.Report on Loss in hole.
- f. Proof of payment (towards the purchase of equipments).
- g. Certificate of 1st used.

5) Payment towards Indian Agent Commission (IAC):

- a. Invoice of IAC (stamped pre-receipted bill)
- b. Particulars required for making payments through 'Electronic Payment Mechanism', in accordance with the clause on 'MODE OF PAYMENT' appearing in Annexure-I (i.e. 'Instructions to bidders') of bid document.
- c.Payment advice (if applicable) against which IAC is claimed.

d. e-mail ID.

7.2.1 Particulars required before releasing payments to foreign CONTRACTOR (non-resident as per Income Tax Act, 1961):

The particulars as per clause 7.3 are invariably required before releasing payments to foreign CONTRACTOR, in accordance with the requirements for making remittances to non-residents as per Income Tax Act, 1961 (as amended from time to time).

In addition to the said particulars submitted alongwith the bid, the CONTRACTOR should also provide any other information as may be required for determining the taxability of the amount to be remitted to the non-resident. Further, the CONTRACTOR shall be liable to intimate the subsequent changes (if any) to the information submitted against any of the said particulars, alongwith full details.

7.2.2 Details of statutory payments like EPF and ESI etc.

Wherever applicable, the Contractor (including those engaging 'International Workers') shall have itself registered under Employees' Provident Fund and Miscellaneous Provisions Act, 1952 and Employees' State Insurance Act, 1948 and follow the relevant statutory provisions including Rules made there-under concerning contractual workers. The contractor shall be required to submit the following documents/details to the Corporation:

- (i) Dully filled in "Proforma-PFD", as per Annexure-II, Appendix-3 of this Annexure, alongwith the monthly bills and copies of challan for payment of EPF and ESI etc.
- (ii) Copy of 'Form-12' submitted by the Contractor to the PF Commissioner regarding "statement of Contributions " on monthly basis.(Blank Format enclosed at Annexure-II, Appendix-4)
- (iii) Copy of 'Form-6A' submitted by the Contractor to the PF Commissioner on an annual basis/ on expiry of contract.(Blank Format enclosed at Annexure-II, Appendix-5)

Corporation shall maintain these records and verify the deposit of statutory contribution made by the contractors with the EPFO/ESI authorities, where deemed necessary. However, before making payment of the last bill/invoice of the Contractor, the appropriate authority (i.e. Payment Making Authority etc.) in the Corporation, shall verify from the EPF/ESI authorities the details/status of the payment made by the Contractor. In case the information furnished by the Contractor is found to be incorrect the Corporation shall take appropriate action against the Contractor.

7.3 PLACE OF PAYMENT

Operator agrees to make all remittances under this Agreement into Contractor's account as detailed below:-

For US Dollars Payment

- 1. Name & Complete Address of the Contractor as per Bank records : -
- 2. Name & Complete Address of the Bank with Branch details. :
- 3. Type of Bank account :
- 4. Bank Account Number :
- 5. IFSC Code :
- 6. Permanent Account No. (PAN) under Income Tax Act :
- 7. Service Tax Registration No. :
- 8. Email address of the vendor / authorized official :

9. Confirmation as to whether the :
bidder belongs to the
category of Micro, Small and
Medium Enterprises
10. Sort code :
11. IBAN No. :

For Indian Rupees Payment

For receiving payment through NEFT / RTGS, the bank/branch in which the Contractor is having account and intends to have the payment should be either an NEFT enabled bank or SBI branch with core banking facility. Bank charges on NEFT/RTGS/ ECS remittances shall be borne by Operator.

- 7.3.1 Contractor shall furnish bank account details of their authorized Indian agent/ consultant/ associate/ representative/ retainer, if any, for payment of Commission/ Fee/ remuneration.

7.4 PAYMENT TO CONSORTIUM MEMBERS:

The details of payments to be made to each Consortium member of the Contractor is given at Exhibit -_____.

7.5 OPERATOR'S RIGHT TO QUESTION THE AMOUNTS CLAIMED

- (a) Payment of any invoice shall not prejudice the right of the Operator to question the allowability under this Agreement of any amounts claimed therein, provided Operator, within one year beyond the expiry of each Contract year, delivers to Contractor, written notice identifying any item or items which it questions and specifying the reasons therefor. Should Operator so notify Contractor, such adjustment shall be made as the parties shall agree. These provisions shall be reciprocal for similar rights to the Contractor.
- (b) The Contractor shall provide on demand a complete and correct set of records pertaining to all costs for which it claims reimbursement from Operator and as to any payment provided for hereunder, which is to be made on the basis of Contractor's costs.

7.6 PAYMENT OF THE COMMISSION/ FEE/ REMUNERATION OF INDIAN AGENT/ CONSULTANT / REPRESENTATIVE/ RETAINER/ ASSOCIATE OF FOREIGN PRINCIPAL

Contractor have confirmed in their offer that M/s. _____ are their authorized Indian Agents in India and are entitled to receive a remuneration of ____% of total amount payable to Contractor by Operator against the Agreement.

The Rates mentioned in Article 3.0 hereinabove, includes the Indian Agent Commission as aforesaid.

The Permanent Income Tax Account No. of M/s. _____ is _____.

The Commission/ Fee/ remuneration of the Indian agent/ consultant/ associate/ representative/ retainer will be paid within 30 days of the payment of first invoice made to the Contractor provided installation/ commissioning of equipment by such agent/ consultant/ representative/ retainer/ associate is not involved. In such cases, the amount of commission/ fee/ remuneration will be deducted by Operator from payment of first invoice of the Contractor and paid to the Indian agent/ consultant/ representative/ retainer/ associate in non-convertible Indian rupees at the closing market rate of exchange declared by SBI on the day prior to price bid / revised price bid (if any) opening.

Where, as a condition of Contract, the equipment is to be installed / commissioned satisfactorily by Indian agent/ consultant / associate / representative / retainer, the payment of commission/ fee/ remuneration shall be made within 30 days of satisfactory installation / commissioning and issue of a certificate to the effect by the authorized officer of Operator.

The payment of Indian Agent Commission will be subject to the condition that the Indian Agent sends a stamped pre-receipted bill for the Commission/ fee/ remuneration.

Indian Agent Commission shall be paid to the Indian Agent by the Operator in non-convertible Indian Rupees at the exchange rate of 1 (foreign currency)= Rs. ____ [closing B.C selling rate of exchange declared by SBI on ____ (the working day prior to price bid opening date i.e. _____)].

Should it be established at any subsequent point of time that the above statement of the Contractor is not correct or that any other amount of remuneration/commission either in India or abroad is being paid to any one (who is not an employee of the Contractor), the Contractor would be liable to be debarred from participating in the future tenders of Operator.

8.0 CASING PROGRAMME

The casing programme to be followed in the drilling of wells under the Agreement, shall be as specified by Operator.

9.0 PERFORMANCE OF THE WORK

9.1 INDEPENDENT CONTRACTOR RELATIONSHIP

- (a) ***Contractor, directly and through its employees, shall perform all work connected with the drilling operations herein contemplated. In the performance of this work, Contractor is an independent Contractor and is completely responsible to control and execute the details of the work, Operator being interested in proper execution and results obtained. The work contemplated herein shall meet the approval of Operator and be subject to the general rights of directions and inspection. Neither Contractor's employees nor employees of its sub-contractors shall be considered employees of Operator.***
- (b) Contractor shall at all times, have full responsibility for control, direction, and supervision of operations being carried out under this Agreement, except when and to the extent that the Operator assumes control and supervision of Operation.
- (c) Contractor shall have complete responsibility regarding the safety of operations of all systems and all personnel on board the Drilling Unit. The extent of Contractor's responsibility shall include but not be limited to making final decisions regarding :-
- (1) Sea and Wind or other conditions under which Drilling Unit may be safely moved to and between locations.
 - (2) Sea and Wind or other conditions existing or impending under which the Drilling Unit shall be moved to sheltered waters during cyclones.
 - (3) Evaluation of inspection and Survey conducted by Operator of Sea Floor Condition to determine whether or not the Drilling Unit can be positioned at the site of operations considering the conditions at the site or maintained in position on same during the operations.
 - (4) Whether or not the Drilling unit may be safely positioned on a location.
 - (5) Subject to Article 9.6, well control measures, actions and procedures affecting the containment of existing or potential escape of pressure which could lead to blowouts, cratering or similar catastrophe.

9.2 OPERATOR'S AND CONTRACTOR'S REPRESENTATIVES

- (a) The actual performance and superintendence of all work hereunder shall be by Contractor.
- (b) Operator shall designate in writing, representative or representatives who shall at all times have complete access to the Drilling Unit for the purpose of observing Inspection or Supervising the work performed by Contractor in order to judge whether in Operator's opinion, Contractor is complying with the provisions of this Agreement. Operator shall notify Contractor in writing of the name(s) and authority of its representative or representatives. Such representative or representatives shall be empowered to act for Operator in all matters relating to Contractor's performance of the work herein undertaken. Contractor agrees at all times to co-operate with and extend assistance to employees of Operator or employees of Operator's contractors performing any function under this Agreement.
- (c) Contractor shall designate an Area Manager in charge of Contractor's Drilling Unit. Contractor shall notify Operator in writing of the name(s) and authority of its representative or representatives. Such representative or representatives shall be fully capable and empowered to act for Contractor in all matters relating to Contractor's performance of the work in accordance with this Agreement.

9.3 SAFETY AND LABOUR LAWS

All safety and Labour laws enforced by statutory agencies and by Operator shall be applicable in the performance of this Agreement and Contractor shall abide by these laws .

9.3.1 VERIFICATION OF CHARACTER AND ANTECEDENTS OF CONTRACTUAL MANPOWER

In all contracts involving deployment of Contractor's manpower within OIL's premises like plants, offices, installations, rigs, stock yards etc., the Contractor shall submit the following documents to OIL prior to start of work:

(i) Undertaking from the Contractor that the character and antecedents of the person(s) proposed to be deployed by them is/are impeccable.

(ii) Undertaking from the Contractor that they have scrutinized the previous working of the person(s) proposed to be deployed by them and there is nothing adverse as regards his/her character and antecedent.

(iii) Along with the above mentioned undertakings, the Contractor will provide certified photocopies of Police verification certificates for inspection by the authorized representative of OIL. The Contractor has to obtain Police verification report (signed by an officer equivalent to DSP rank of higher) from the area where the person(s) to be deployed has/have been residing since the last five years. In case the person concerned has not resided at a place for five years at a stretch, Police verification reports should be obtained from that area where the person(s) has/ have stayed earlier

9.4 DEVIATION OF THE HOLE

Contractor shall take all steps and precautions in accordance with good oilfield practices in the area of operations to drill a hole which will not deviate from the limits specified by Operator. Contractor shall run angle measuring devices acceptable to and at such intervals as may be directed by Operator.

9.5 DRILL PIPE MEASUREMENT

Contractor shall measure the total length of drill pipe in service with a steel tape before setting casing or liner, before logging, after reaching final depth, and whenever requested by Operator and promptly enter all such measurements in the Daily Drilling Report.

9.6 PREVENTION OF FIRE AND BLOWOUTS

- (a) Contractor shall use the blowout prevention equipment specified in this Agreement, on all strings of casing. Contractor shall maintain well control equipment in good condition at all times and shall take all reasonable and possible steps to control and prevent blowouts and fire and to protect the well.

- (b) Contractor shall test the blowout prevention devices by making a pressure test as per API RP53 or at such other times as instructed by Operator's representative. Contractor shall record the results of all such tests in Daily Drilling Report. Replacement of all blowout prevention rubber parts shall be on Contractor's account.
- (c) Contractor shall use all reasonable means to keep the hole and all string of casing filled with drilling mud at all times.
- (d) Contractor shall use Kelly sub-protectors and if, directed by Operator, drill pipe casing protectors of an approved type.

9.7 DISCIPLINE

Contractor shall carry out operations hereunder with due diligence and in a safe and workman like manner according to good international oilfield practice.

Contractor and Operator shall maintain strict discipline and good order among their respective employees, and their respective sub-contractor's employees, if any, and shall abide by and conform to all rules and instructions promulgated by Operator and Contractor governing the drilling operations. Should Operator feel for just cause, that the conduct of any of Contractor's or its sub-Contractor's personnel is detrimental to Operator's interests, Operator shall notify Contractor in writing for removal of such personnel. Contractor shall remove immediately and replace such an employee/employees at Contractor's expense within seven (7) days. If no replacement has been provided within this time the Operator shall reduce the daily rate by the amount specified for this category in Exhibit-F and G until such replacement has been provided. The person so removed shall not be employed again without the prior written consent of the Operator. Contractor shall not permit any of its employees, representatives, agents or sub-contractors to engage in any activity which might reasonably be considered to be contrary or detrimental to the interest of the Operator.

9.8 SAFETY

Contractor shall take all measures necessary or proper to protect the personnel, work and facilities and shall observe all reasonable safety rules and instructions. No smoking shall be permitted outside the living quarters, and welding jobs will be carried out with full safety precautions. Operator's employee also shall comply with safety procedures/ policy.

10.0 COMPLETION OR ABANDONMENT

Contractor agrees to perform all work necessary to drill, complete or abandon each well in the manner specified by Operator.

11.0 SAMPLES, CORING, CORES AND FORMATION TESTS

11.1 SAMPLES

Contractor shall have and preserve for Operator, samples of formation penetrated and properly prepare and label Operator's containers. The frequency at which samples are to be obtained, shall be designated by Operator.

11.2 CORING AND CORES

Contractor shall core at such depths as Operator shall specify and shall deliver all cores as recovered, in Operator's containers, properly labelled, to Operator and shall not allow any third party's access to said cores or samples or any data without Operator's prior written consent.

11.3 FORMATION TESTS

If during the course of drilling any well, Contractor encounters evidence of oil or gas, Contractor shall immediately notify Operator and, should Operator decide to carryout a test to determine the productivity of the formation so encountered , Contractor shall carry out such test under existing conditions, as mutually agreed.

12.0 RECORD TO BE FURNISHED BY CONTRACTOR

12.1 WELL RECORDS

Contractor shall keep an authentic log and history of each well on the Daily Drilling Report prescribed by Operator and, upon completion or abandonment of the well, deliver to Operator the original history and log book, properly signed, and all other data and records of every nature relating to the drilling, casing and completion of the well.

Such report shall include the depth drilled, formations encountered and penetrated, depth cored and footage of cores recovered and any other pertinent information relating to the well.

12.2 WARE-HOUSE RECORDS

Contractor shall deliver to Operator delivery receipts, boat manifests, and other warehouse records received by Contractor covering any material or supplies furnished by Operator. The quantity, description and apparent condition of materials and supplies so received shall be confirmed by Contractor.

13.0 PERMITS AND LICENSES

13.1 INGRESS AND EGRESS AT LOCATIONS

Operator hereby agrees that it shall provide Contractor with all necessary rights of ingress/ egress to and possession of the location where the well is to be located including any drilling permits or licenses required for the performance by Contractor of all works contemplated by this Agreement. In the event of any restrictions, conditions, or limitations in Operator's permit, which would affect the free right of ingress, egress and possession to be exercised by Contractor hereunder, its employees or its sub-contractors, Operator agrees promptly to advise Contractor in writing with respect to such restrictions, conditions or limitations and Contractor agrees to observe the same. Should Contractor be denied access to or possession of the location for any reasons, any time lost and other expenses incurred by Contractor as a result of such denial, shall be paid in accordance with Article 3.6(2).

13.2 DRILLING UNIT LICENSES

Contractor agrees that it shall secure permits and licenses for operations of the Drilling Unit in Indian waters, if required and Contractor shall pay any expenses in this regard. Contractor shall take required License(s) from the appropriate regulatory agencies of Govt of India at contractor's cost.

It is the responsibility of the Contractor to obtain Naval Defence Clearance of Drilling Unit prior to commencement of contract from Ministry of Defence through Ministry of Petroleum and Natural Gas (India), at his cost.

It is the responsibility of the Contractor to obtain all necessary permissions and clearances from the concerned statutory authorities, for operating the Drilling Unit in Indian waters, at his cost.

Contractor shall ensure that the drilling unit is classed and confirm that they would obtain permission/clearance of DG Shipping for plying the Drilling Unit in Indian waters, as required, at his cost.

14.0 INSURANCE AND INDEMNITY AGREEMENTS

14.1 INSURANCE

Contractor shall procure at Contractor's expense and maintain with respect to and for the duration of this Agreement the insurance policies described below preferably by Indian Insurance Companies and with policy limits indicated below.

14.1.1 WORKMEN'S COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE

Contractor shall ensure and provide all its personnel adequate insurance cover for compensation to be paid under Employees' Compensation Act, 1923 and Employer's Liability Act, 1938 and / or any other applicable law(s) in respect of accident or injury that may be caused to them in the course of their deployment in the area of operation under this Contract. Employer's Liability Insurance including appropriate maritime coverage shall be provided to all the personnel of the Contractor to meet the requirement of this clause or the applicable statute, whichever is greater.

14.1.2 COMPREHENSIVE GENERAL LIABILITY INSURANCE

Comprehensive General Liability Insurance shall cover premises, operations, independent Contractors and blanket contractual liability including but not limited to the insurable liabilities assumed under the indemnity Agreement in Article 14.6:-

Coverage shall indicate that marine operations are covered unless such operations are covered by insurance referred to as below :-

Bodily injury/ property damage : Rs. 10.00 Crores single limit per accident
per occurrence.

This coverage shall be endorsed to waive all rights of subrogation against Operator to the extent Contractor has given indemnities under the Contract. This policy also shall cover contingent and contractual liability.

14.1.3. MARINE INSURANCE

Marine Insurance Policy shall be 'All risk London Standard Drilling Barge' form and other comparable forms or coverages used in American and Foreign markets on the drilling unit owned or chartered by Contractor and utilized in the performance of this Agreement with policy limits equal to the value of the equipment.

14.1.4. COMPREHENSIVE GENERAL AUTOMOBILE LIABILITY:

Comprehensive General Automobile Liability shall cover all owned, hired and non-owned vehicles.

Bodily Injury : According to local laws.
Property damage : According to local laws.

14.1.5. PROTECTION AND INDEMNITY LIABILITY:

Protection and indemnity liability insurance policy if available in India, shall cover each occurrence of bodily injury including death and property damage payable in India.

14.2 WAIVER OF SUBROGATION

All insurance policies of the Contractor with respect to the operations conducted hereunder as set forth in Article 14 hereof, shall be endorsed by the underwriter in accordance with the following policy wording:-

"The insurers hereby waive their rights of subrogation against any individual, Company, affiliates, or assignees for whom or with whom the assured may be operating to the extent of the contractual indemnities undertaken by the Contractor".

The provisions of this paragraph do not apply to sub-contractors of Operator.

Operator is to obtain a reciprocal endorsement in favour of Contractor on policies maintained by Operator.

14.3 CERTIFICATE OF INSURANCE

Before commencing performance of the Agreement, Contractor shall upon request, furnish Operator with certificates of insurance including (1) kinds & amounts of insurance as required herein, (2) Insurance Company or companies carrying the aforesaid coverages, (3) effective & expiration dates of policies (4) that Operator will be given thirty (30) days written

advance notice for any material change in the policy (5) waiver of subrogation endorsement has been attached to all policies (6) the territorial limits of all policies. If any of the above policies expire or are cancelled during the term of this Agreement & Contractor fails for any reason to renew such policies then Operator may replace same & charge the cost thereof to Contractor. Should there be a lapse in any insurance required to be carried out by Contractor under sub-article (1) through (5) of Article 14.1(a) of this Agreement, for any reasons whatsoever, losses resulting there from shall be for the sole account of Contractor.

14.4 DEDUCTIBLE

That portion of any loss not covered by insurance provided for in this Article 14 solely by reason of a deductible provision in such insurance policies shall be for the account of Contractor.

14.5 SUB-CONTRACTOR

Contractor shall require all of its sub-contractors to provide such of the foregoing insurance coverages as Contractor may consider necessary.

14.6 INDEMNITY CONTRACTS

- (a) Contractor agrees to protect, defend, indemnify and hold Operator its co-lessees, its agents, if any, its other contractors and/or their employees harmless from and against all claims, demands and causes of action, liabilities, expenses, costs, liens, rights in rem, and judgments of every kind and character, without limit, which may arise in favour of Contractor, Contractor's employees, agents, sub-contractors and their employees, on account of bodily injury or death or damage to any person or its property as a result of the operations, contemplated hereby, regardless of whether said claims, demands, or causes of action arise out of negligence or otherwise, in whole or in part, unseaworthiness or other fault, including pre-existing conditions of Operator, its contractors other than the Contractor, sub-contractors, partners, Joint Ventures, employees or Agents.
- (b) Operator, agrees to protect, defend, indemnify and hold Contractor and its co-lessees, its agents and its affiliates, its other contractors and/or their employees harmless from and against all claims, suits, demands and causes of action, liabilities, expenses, costs, liens, rights in rem and judgments of every kind and character, without limit, which may arise in favour of Operator, Operator's employees, Agents, invitees, contractors (other than Contractor), and Sub-contractors, or their employees, on account of bodily injury or death or damage to any person or its property as a result of the operations contemplated hereby, regardless of whether or not said claims, demands, or causes of action arise out of the negligence or otherwise in whole or in part, unseaworthiness or other faults, including pre-existing conditions of Contractor, its sub-contractors, partners, Joint Ventures, employees or Agents.

14.7 POLLUTION AND CONTAMINATION

Notwithstanding anything to the contrary contained herein, it is understood and agreed by and between the Contractor and Operator that the responsibility for pollution or contamination shall be as follows:-

- (a) The Contractor shall assume all responsibility for cleaning up and controlling pollution or contamination which originates above the surface of the water from spills of fuels, lubricants, motor oils, normal water base drilling fluid and attendant cuttings, pipe dope, paints solvents, ballast, bilge and garbage wholly in Contractor's possession and control and directly associated with Contractor's equipment and facilities, provided, however, Contractor's liability shall be limited to US Dollar One million (US \$ 1 million) whereafter the Operator shall indemnify and hold harmless Contractor for amounts in excess.
- (b) Except as otherwise provided in Article 14.7 (a), Operator shall assume all responsibility for (including control and removal of the pollutant involved) and shall protect, defend and save the Contractor harmless from and against all claims, demands, and causes of action of every kind and character arising from all pollution or contamination, other than that described in sub clause (a) above, which may occur from any cause including negligence of Contractor but not limited to, that which may result from fire, blowout, cratering, seepage of any other uncontrolled flow of oils, gas, water or other substances, as well as the use or disposition of oil emulsion, oil base or chemically treated drilling fluids, contaminated

cuttings or cavings, lost circulation and fish recovery materials and fluids provided however, Contractor's sole liability under this sub clause is to reimburse US Dollar One million (US \$ 1 million)of cost paid/ incurred by Operator in control of the pollutant, clean up costs, or damage to a third party, provided said pollution results from Contractor's sole negligence.

In the event a third party commits an act or omission which results in pollution or contamination for which either the Contractor or Operator, for whom such party is performing work, is held to be legally liable the responsibility therefor shall be considered as between the Contractor and Operator, to be the same as if the party for whom the work was performed and all of the obligations respecting defence, indemnity holding harmless and limitation of responsibility and liability as set forth in (a) & (b) above, shall be specifically applied.

- 14.8 Unless otherwise stated, all the indemnities and allocation of risk provisions contained in this Agreement shall apply without regard to fault or negligence. For the purpose of this Agreement, "negligence" mean the reckless, wilful or wanton disregard to the probable consequences of an act.

In the interpretation of this Agreement, indemnities provided herein shall take precedence over the remaining provisions hereof.

15.0 CLAIMS, TAXES, FEES AND ACCOUNTING

15.1 CLAIMS

Contractor agrees to pay all claims, taxes and fees for equipment, labour, materials, services and supplies to be furnished by it hereunder and agrees to allow no lien or charge resulting from such claims to be fixed upon any well or other property of Operator. Operator may, if required by any competent authority after notifying Contractor pay and discharge any lawful lien or valid overdue charges for Contractor's equipment, labour, materials, services and supplies under this Agreement and may thereupon deduct the amount or amounts so paid by Operator from any sums due, or thereafter becoming due, to Contractor hereunder.

15.2 NOTICE OF CLAIMS

Contractor or Operator, as the case may be, shall promptly give the other, notice in writing of any claims made or proceedings commenced for which that party is entitled to indemnification under this Agreement. Each party shall confer with the other concerning the defence of any such claim of proceedings and shall permit the other to be represented by counsel defence thereof, and shall not effect settlement of or compromise any such claim or proceedings without the other's written consent.

15.3 WITHHOLDING, ACCOUNTING AND TAX REQUIREMENTS

(Applicable both for Indian and foreign bidders)

Contractor agrees for withholding from wages and salaries of its agents, servants, or employees all sums required to be withheld by the laws of the Republic of India or any other agency having jurisdiction over the area where Contractor is conducting operations, and to pay the same promptly when due to the proper authority.

(Applicable for foreign parties)

Contractor further agrees to comply with all accounting and reporting requirements of any nation having jurisdiction over the subject matter hereof and to conform to such laws and regulations and to pay the cost of such compliance. If requested by Operator, Contractor will furnish to operator evidence of payment or applicable taxes in the host country, on contractors expatriate employees.

15.4 TAXES

(a) CORPORATE TAX

- 15.4.1 The CONTRACTOR shall bear all direct taxes, levied or imposed on the CONTRACTOR under the laws of India, as in force from time to time.
- The CONTRACTOR shall also be responsible for ensuring compliance with all provisions of the direct tax laws of India including, but not limited to, the filing of appropriate Returns and shall promptly provide all information required by the OPERATOR for discharging any of its responsibilities under such laws in relation to or arising out of the CONTRACT.
- 15.4.2 Tax shall be deducted at source by OIL from all sums due to an Indian tax resident Contractor in accordance with the provisions of the Income Tax Act, 1961, as in force at the relevant point of time.
- 15.4.3 A non-resident Contractor i.e., a Contractor who is not an Indian tax resident according to the Indian Income Tax Act, 1961, has the option to obtain on its own either (A) an Order u/s. 195(3) of the Income Tax Act, 1961, or (B) an order u/s. 197 of the Income Tax Act, 1961, and furnish the said Order u/s. 195(3) or the Order u/s.197, as the case may be, to OIL along with each of its Invoices. In case the non resident Contractor wishes to exercise this option, it should convey the same in writing to OIL at the time of signing the Contract and an option so exercised shall be final and cannot be changed during the currency of this Contract. In case an option is so exercised, OIL shall deduct tax at source in accordance with the directions contained in the Order u/s. 195(3) or the Order u/s. 197, as the case may be, as in force at the point in time when tax is required to be deducted at source.
- 15.4.4 In case the non resident Contractor does not exercise the option in clause 15.4.3 above, an Order u/s. 195(2) of the Income Tax Act,1961, for the purpose of deduction of tax at source will be obtained by OIL from the Deputy Director of Income Tax (International Taxation), Aaykar Bhawan, Subhash Road, Dehradun – 248001, India, and tax shall be deducted at source by OIL as directed in the said Order u/s. 195(2).
- 15.4.5 In case the non resident Contractor does not exercise the option in clause 15.4.3 above, it shall furnish a Tax Residency Certificate (Certificate from the income tax authorities of the country of which it is a tax resident, to the effect that, the Contractor is liable to tax in that country by reason of it being a tax resident under the relevant tax laws of that country) within 30 days from entering into the Contract and, in any event, at least 30 days before the first Invoice is furnished to OIL.
- 15.4.6 As per the provisions of Section 206AA of Indian Income Tax Act, 1961, effective from 01.04.2010, any person entitled to receive any sum or income or amount, on which tax is deductible under the provisions of Act, is required to furnish his Permanent Account Number (PAN) to the person responsible for deducting tax at source. In case the Contractor does not furnish its PAN, OPERATOR shall deduct tax at source as provided in the Income Tax Act, 1961, or in the relevant Finance Act, or as directed in the orders u/s 195(3) or 197 or 195(2), as the case may be, or at such higher rate as may be required by Section 206AA of Indian Income Tax Act, 1961, from time to time.
- 15.4.7 The employees of such foreign companies/concerns/Joint Ventures, their SUB-CONTRACTOR and assignees are also required to comply with various Direct tax laws of India, as applicable.
- 15.4.8 For the lapses, if any, on the part of the CONTRACTOR and consequential penal action taken by the Income Tax department, the OPERATOR shall not take any responsibility whether financial or otherwise.

Notes in respect of Tax Residency Certificate:

- (i) The Tax Residency Certificate (TRC) should be in original or a photocopy duly attested either from a notary public in India or from the Indian Embassy/High Commission/Consulate in the country whose authorities have issued such TRC.
- (ii) During the currency of the Contract / Purchase Order, for the income accrued in different financial years, the Contractor/Supplier should submit separate TRCs for each financial year, based on the period for which the foreign income tax authorities issue

the TRC as per the financial year followed in the respective country (viz.- the calendar year or the financial year commencing from 1st April to 31st March of succeeding year).

15.5 PAYMENT OF EXCISE DUTY, VAT / SALES TAX, WORKS CONTRACT TAX AND SERVICE TAX

Contractor, unless specified otherwise in the CONTRACT, shall bear all tax liabilities, duties, Govt. levies etc. including Service tax, customs duty, Corporate and personnel taxes levied or imposed on the Contractor on account of payments received by it from the Operator for the work done under this CONTRACT. It shall be the responsibility of the Contractor to submit to the concerned Indian authorities, the returns and all other concerned documents required for this purpose and to comply in all respects with the requirements of the laws in this regard, in time.

Contractor shall provide all the necessary certificates / documents for enabling the Operator to avail Input VAT credit and CENVAT credit benefits, in respect of the payments of VAT, Excise Duty, Service Tax etc. which are payable against the CONTRACT. The Contractor should provide tax invoice issued under rule-4A of Service Tax Rules for the Services (indicating service tax education cess and Secondary & Higher Education Cess) and tax invoice issued under Central Excise rule-11 for Excise Duty (indicating excise duty, education cess and Secondary & Higher Education Cess) and tax invoice under respective State VAT Act for VAT separately for the indigenous goods. Payment towards the components of Excise Duty, VAT, CVD, SAD, Service Tax etc shall be released by the Operator only against appropriate documents ie tax invoice/Bill of entry for availing CENVAT / VAT credit (as applicable).

The tax invoices as per above provisions should invariably contain the following particulars:

- (i) Name, Address and the Registration Number (under the relevant Tax Rules) of the Service Provider (Contractor);
- (ii) Name and Address of the Service Receiver (Address of the Operator);
- (iii) Description, Classification and Value of taxable service / goods and the amount of applicable tax (i.e. Service tax / Excise Duty / VAT – separately indicating education cess and Secondary & Higher Education Cess, wherever applicable).

In case of imported goods, contractor/supplier is required to provide original bill of entry or copy of Bill of Entry duly attested by Custom authority which is required for availing CENVAT Credit.

15.5.1 While submitting the invoice for payment, CONTRACTOR should submit the following details / statement as an attachment to the invoice:

a.	Cost of Service	Rs. _____
b.	Service Tax/Excise Duty (Central Levy)/VAT (State Levy), as applicable	Rs. _____
c.	Total amount including Service Tax/Excise Duty/VAT (i.e. a+b)	Rs. _____
d.	Less: CENVAT Credit / VAT Credit, legally becomes available due to Change in Law (alongwith details of disclosure as per clause 15.8.7 below).	Rs. _____
e.	Net payable by the Operator	Rs. _____

15.5.2 Contractor agrees to register themselves with Service Tax Dept. under relevant Section.

15.6 TAXES, DUTIES AND LEVIES

Except as otherwise provided in this Agreement, including but not limited to the obligation provided under the provisions in the Clause 15.5, 15.7 & 30, the Operator shall not be liable to pay or reimburse any taxes, duties and levies including but not limited to the taxes, duties and levies imposed on the income of the Contractor, its employees or any taxes, levies etc. on any purchases made by the Contractor/its employees or sub-contractor.

15.7 CUSTOMS DUTY

CUSTOMS DUTY: - (applicable for Charter hire services using CONTRACTOR's capital equipment like rigs/equipments/tools etc and for PEL/ML areas issued or renewed after 1.4.1999 and NELP areas, where Customs duty is not payable as per the policy of Govt. of India in vogue).

For import of rigs/equipments/tool in these areas, Operator will provide Recommendatory Letter (RL) to the contractor so that they obtain Essentiality Certificate (EC) from DGH for availing concessional rate of Customs duty for import of rigs/equipments/tools for deployment in PEL/ML/NELP areas where Customs duty is not applicable. For spares, consumables and accessories required during the execution of the contract for operation and maintenance of equipment/rigs and equipments, Operator shall also issue Recommendatory Letter to the contractor for obtaining EC for availing concessional rate of Customs duty. Accordingly, the Customs duty for neither rigs/equipments/tools nor for spares, consumables and accessories required for operation and maintenance of equipment/rigs and equipments is to be built in the quoted price. As no Customs duty is payable, no duty draw back would be available in this category. As regards, re-export of rigs/equipments/tools (owned or on lease basis) brought by the contractor (whether Indian or foreign) for deployment in PEL/ML/NELP area is concerned, as the rigs/equipments/tools would be imported by the contractor without payment of CUSTOMS DUTY after expiry of the contract with OIL, the contractor would have to either re-export the rigs/equipments/tools or deploy the rigs/equipments/tools in areas where Customs Duty is not applicable (PEL/ML/NELP areas) after getting a fresh EC from DGH. In case the contractor deploys the rigs/equipments/tools in an area where the Customs duty is applicable, then the contractor has to get his rigs/equipments/tools cleared from Customs Authorities after payment of Customs duty. The contractor shall also have to indemnify the Operator against any claim that may arise due to violation of the Customs Act or the Foreign Trade Policy by them. In case any rigs/equipments/tools are required to be replaced by the contractor during the execution of the contract, the Operator shall issue a fresh RL so that contractor can obtain a fresh EC from the DGH and bring the rigs/equipments/tools without payment of Customs Duty.

All imports under the contract shall be done with Operator's prior approval only. The Contractor shall be responsible to carry out all the formalities. In case of any mis-declarations or offences committed under the Customs rules and regulations and also allied rules, fine, penalty or any other charges levied by the concerned authorities on Operator shall be borne by the Contractor including the element of interest on Operator's funds blocked under such circumstances. Operator shall be indemnified by the Contractor against all actions by Govt. or any other agency for acts of commission and omission.

Contractor shall be responsible to import the rigs/equipments/tools for execution of the contract. The contractor shall undertake to complete all the formalities as required under the Customs Act / Foreign Trade Policy (FTP) and indemnify OIL from all the liabilities of Customs in this regard.

The rigs/equipments/tools imported by the Contractor for deployment in PEL/ML/NELP shall not be used / deployed by the Contractor for any purpose other than the jobs arising out of the contract awarded by Operator and in the event of the rigs/equipments/tools being misused or put to use other than specified use, the Contractor shall be liable to pay fine, penalty and other actions taken by the Customs department and other authorities for violation of the customs rules and regulations and other allied roles. Contractor should also compensate Operator for the duty element in such cases.

The Contractor shall produce "No Due Certificate" from the Customs Department on completion of Agreement. In case Customs Department refuses to issue such a certificate

to the Contractor, the Contractor shall submit an Indemnity/Undertaking to Operator as proforma at Exhibit-.. of the Agreement.

16.0 RESPONSIBILITY FOR LOSS OF OR DAMAGE TO THE EQUIPMENT OR THE HOLE

16.1 LOSS OF CONTRACTOR'S DRILLING UNIT

Except as otherwise specifically provided in this Agreement, any damage to or loss, of the Drilling Unit (which, for the purpose of this Article 16.1 shall be deemed to include all Contractor's and its sub-contractors equipment) and regardless of the cause or reason for said loss, shall be the loss of the Contractor its underwriters or insurers and Contractor indemnifies Operator, its co-licensees and its and their affiliate companies, agents, employees, invitees, servants, their underwriters or insurers (other than Contractor's) and their employees against any claim whatsoever or responsibility for any damage to or loss of the Drilling Unit or any other equipment or property of Contractor or Contractor's sub-contractors furnished or intended for use in the operations hereunder undertaken.

- 16.2 If the Drilling Unit or any part thereof is lost or damaged beyond repair or becomes an actual or constructive compromised, arranged loss or obstruction to navigation or the operations of the Operator or is otherwise abandoned, the Contractor shall, if required by Operator or by the laws regulation or order of Governmental authorities or agency remove the Drilling Unit from Offshore area to the satisfaction of the Operator. If the Contractor unreasonably delays in removing the Drilling Unit or any part thereof, the Operator may remove it and the Contractor shall indemnify and reimburse Operator for all cost and expenses incurred by the Operator in connection therewith. Any expense incurred by the Operator in connection with or for locating the area/ place of such loss/ damage and/ or to ascertain whether such loss/ damage has resulted in any pollution or not, shall also be reimbursed by the Contractor to Operator.

16.3 LOSS OR DAMAGE TO CONTRACTOR'S DOWN HOLE EQUIPMENT

Operator shall reimburse Contractor for loss of or damage to Contractor's down hole equipment, as under, provided that such loss or damage is not occasioned by normal wear and tear or negligence on the part of the Contractor or due to defective material.

- (a) In the case of Contractor's down hole equipment being damaged, Operator shall reimburse Contractor such repair cost, provided however, that Operator shall not be required to reimburse Contractor any amount greater than that which would have been due had such equipment been lost and, therefore, calculated under sub-section (b) herein below: -
- (b) In the case of Contractor's down hole equipment being lost, Operator will reimburse Contractor an amount limited to the original cost (FOB nearest port) reduced by depreciation at the rate of 10% per year to be proportioned for each completed month from the date of purchase of the lost equipment / tool subject to maximum depreciation of 50%. The contractor should declare the cost along-with the date of purchase of each equipment Unit with documentary evidence prior to mobilization of Drilling unit. The above declared cost and date of purchase shall be taken for working out their claim for Lost in hole of their equipment.

16.4 LIABILITY FOR THE WELL

Operator shall be liable for the cost of regaining control of any wild well, as well as the cost of removal of debris and shall indemnify Contractor, for any such cost, regardless of the cause thereof, including but not limited to the negligence of Contractor, its agents, employees or sub-contractors. Operator shall be responsible for and shall indemnify and hold harmless Contractor from any claims in respect of loss or damage to the hole or well. In the event the hole is lost or damaged because of the negligence of Contractor, Contractor's sole responsibility thereafter shall be the obligation to repair such damage within the limits of Contractor's normal complement of equipment and personnel or redrill the hole in the same well or an alternate well to the depth at which, such hole was lost at a rate equal to fifty (50) percent of the Operating Day Rate only by deploying the Drilling Unit and personnel provided however, that in the case of any relief well, Operator shall be solely responsible for all other costs or damage with respect to such loss or damage, regardless of the cause of such loss or damage.

16.5 DAMAGE TO PIPELINE, PLATFORMS OR DRILLING RIGS

Contractor shall be responsible and hold Operator harmless for any damages to pipeline, platforms, drilling rigs (other than Drilling Unit), vessels, or other third party materials or equipment in the area of operation for reasons attributed to the gross negligence of the Contractor, provided that Contractor's liability shall not exceed Rupees Twenty Lakhs per occurrence. The Operator shall be responsible for and shall indemnify and hold Contractor harmless for all amounts in excess thereof.

17.0 BLOWOUT OR CRATER

17.1 COST OF CONTROL OF BLOWOUT

In the event any well being drilled hereunder shall blowout or crater due to any causes, Contractor will bear the cost and expense of killing the well or otherwise bringing the well under control up to "US \$ One Million" for each incident and in this regard Operator shall indemnify and hold Contractor harmless in excess of "US \$ One Million" for each incident. This applies only to the cost of bringing the well under control and is not to be interpreted as an assumption by Operator of any liability for injuries, to Contractor's personnel and or damage to the Drilling Unit, caused by such blowout, to the Contractor, except as otherwise provided under the terms and conditions of this Agreement.

17.2 USE OF CONTRACTOR'S EQUIPMENT

Subject to clause 9.1, Operator shall have the right to use the Drilling Unit and all of Contractor's equipment and personnel provided under this Agreement during such times as Operator or both Operator and Contractor are engaged in bringing a well under control.

18.0 UNDERGROUND DAMAGE

Operator agrees to indemnify and hold Contractor harmless from any and all claims against Contractor based on any incidents arising out of or occurring during the term of this Agreement, on account of injury to, destruction of or loss or impairment of any property rights in or to oil, gas or other mineral substance, or water, if at the time of the act or omission causing such injury, destruction, loss or impairment such substances had not been reduced to physical possession above the surface of the earth, and including any loss or damage to any formation strata or reservoir beneath the surface of the earth.

19.0 WAIVERS AND AMENDMENT

19.1 WAIVERS

No term or condition shall be deemed waived/ amended unless such waiver/ amendment is mutually agreed to by both the parties and is executed in writing by the duly authorised agents or representatives of the parties.

19.2 AMENDMENTS OF DRILLING AND COMPLETION PROGRAMME

It is agreed that Contractor shall carry out drilling, coring, testing, completions, abandonment and any and all other operations, in accordance with the well drilling and completion programme to be furnished by Operator, which may be amended from time to time by reasonable modifications as Operator deems fit, subject, however within the capability of Drilling unit, in accordance with good oilfield practices.

20.0 LOSS OF DRILLING UNIT

If the Drilling Unit is declared to be a total loss and/ or construed to be total loss, as determined by the applicable insurance coverage, this Contract shall terminate in respect of that Drilling Unit(s) as of the occurrence of the event causing such loss and each party shall thereupon be released of all further obligations hereunder in respect of that Drilling Unit(s), except for its payment of monies then due or liabilities to be discharged in respect of work already done under this Contract in respect of that Drilling Unit(s).

21.0 FORCE MAJEURE

21.1 CONDITIONS FOR FORCE MAJEURE

In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under this Agreement, the relative obligation of the party affected by such Force Majeure shall, upon notification to the other party be suspended for the period during which such cause lasts.

The term "Force Majeure" as employed herein shall mean tempest, war, civil riot, fire and Acts, Rules and Regulations of respective government of the two parties namely Operator and the Contractor, directly affecting the performance of the Contract..

Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing within seventy-two hours of the alleged beginning and ending thereof, giving full particulars and satisfactory evidence in support of its claim.

Time for performance of the relative obligation suspended by the Force Majeure, shall then stand extended by the period for which such cause lasts.

Such Force Majeure situations shall be paid at 2/3rd of Non-operating rate for a period of first fifteen days, and if such Force Majeure lasts for a further period, then for a further period of 15 days Contractor shall be paid at 1/3rd of the Non-operating rate in excess of first 15 days after which zero rate shall be payable to the Contractor and either party shall have the right to terminate this Agreement by giving 15 days notice unless otherwise mutually agreed.

21.2 WEATHER AND WAITING ON DAY LIGHT

The parties hereto agree that waiting on weather/ waiting on day light shall not be considered as Force Majeure. Weather in this case means temporary conditions of wind, waves or tides, which make it unsafe or hazardous to conduct operations hereunder. The Non-Operating Day Rate (NODR) shall be applicable during these conditions.

22.0 TERMINATION

22.1 TERMINATION ON EXPIRY OF THE TERM

This Agreement shall be deemed to have been automatically terminated on the expiry of the primary term unless the Operator has exercised its option to extend this Agreement in accordance with the provision of this Agreement.

22.2 TERMINATION ON ACCOUNT OF FORCE MAJEURE

Either party shall have the right to terminate this Agreement on account of Force Majeure, as set forth in Article 21 hereinabove.

22.3 TERMINATION DUE TO LOSS OF DRILLING UNIT

Should the Drilling Unit be lost or be missing and presumed lost or if the Drilling Unit should become a total loss (constructive, arranged or compromised), this Agreement will be deemed to have been terminated without notice, in terms of Article 20.0. No payment whatsoever other than amount previously earned shall be due from the Operator to the Contractor as from that date.

22.4 TERMINATION ON ACCOUNT OF INSOLVENCY

In the event the Contractor or its collaborator at any time during the term of this Agreement becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt, then the Operator shall, by a notice in writing have the right to terminate this Agreement & all the Contractor's rights & privileges hereunder, shall stand terminated forthwith.

22.5 TERMINATION FOR UNSATISFACTORY PERFORMANCE

If the Operator considers that the performance of the Contractor is unsatisfactory or, not upto the expected standard, the Operator shall notify the Contractor in writing and specify in detail the cause of such dissatisfaction. The Operator shall have the option to terminate this Agreement by giving 30 days notice in writing to the Contractor, if, Contractor fails to comply with the requisitions contained in the said written notice issued by the Operator, in accordance with Articles 3.6 and 3.10.

22.6 TERMINATION DUE TO CHANGE OF OWNERSHIP AND ASSIGNMENT

In case the Contractor's rights and/or obligations under this Agreement and/or the Contractor's rights, title and interest to the Drilling Unit, are transferred or assigned without the Operator's consent, the Operator may, at its absolute discretion, terminate this Agreement, as provided in Article 25.1 - 'Assignment and change of ownership' hereunder.

22.7 TERMINATION FOR DELAY IN MOBILISATION

If the CONTRACTOR fails to mobilize and deploy the Drilling Unit within the stipulated time, Operator shall have, without prejudice to any other clause of the CONTRACT, the right to terminate the contract.

22.8 CONSEQUENCES OF TERMINATION

In all cases of termination herein set forth, the obligation of the Operator to pay the day rate and/or any other charges, shall be limited to the period upto the date of termination. In case of "Termination with Notice", the Non-operating Day Rate will be applicable during the notice period i.e. till the contract is terminated under the provision. Notwithstanding the termination of this Agreement, the parties shall continue to be bound by the provisions of this Agreement that reasonably require some action or forbearance after such termination.

In case of termination of Contract herein set forth, except under 22.1, 22.2 and 22.3 and / or annulment of the contract due to non-submission of Performance Security (as per clause 38 of Annexure-I), following actions shall be taken against the Contractor:

- i. Operator shall conduct an inquiry against the Contractor and consequent to the conclusion of the inquiry, if it is found that the fault is on the part of the Contractor, then they shall be put on holiday [i.e neither any tender enquiry will be issued to such a Contractor by Operator against any type of tender nor their offer will be considered by Operator against any ongoing tender(s) where contract between Operator and that particular Contractor (as a bidder) has not been concluded for a period of two years from the date the order for putting the Contractor on holiday is issued. However, the action taken by Operator for putting that Contractor on holiday shall not have any effect on other ongoing contract(s), if any with that Contractor which shall continue till expiry of their term(s).
- ii. Pending completion of the enquiry process for putting the Contractor on holiday, Operator shall neither issue any tender enquiry to the defaulting Contractor nor shall consider their offer in any ongoing tender

22.9 Upon termination of this Agreement, Contractor shall return to Operator all of Operator's equipment which are at that time in Contractor's possession except in case of loss of Drilling Unit as specified in Article 22.3.

22.10 TEMPORARY SUSPENSION

The contract will be treated to be in temporary suspension when Drilling Unit goes for major overhaul/ major repair of equipment consequent to their unsatisfactory performance as per industry standards which could warrant termination of contract under clauses 3.6, 3.10 and 22.5

During temporary suspension period the contractor is not eligible for any payment whatsoever. This period of temporary suspension of the contract unpaid by Operator may

be added at the option of the Operator to the duration of the primary term or extension thereof as the case may be.

Temporary suspension shall commence from the time, when the Drilling Unit cannot perform its normal intended functions ending when the Drilling Unit, ready in all respects to resume normal operations at the same stage it was when placed under temporary suspension. If the Drilling Unit to be positioned on the next location after temporary suspension, after said inspections/ repairs, commences operations, as per Contract, at the next location designated by Operator, then Operator shall pay the amount to cover distance from the previous location to next location, directly, as if it is movement between two locations, in accordance with Clause No. 3.4.3 – “Rig Move Day Rate”. However, in the event, Drilling Unit commences operations at the same location prior to moving the Drilling Unit for said inspections/ repairs, no Rig move rate whatsoever shall be payable to the Contractor.

During Temporary Suspension, contractor shall provide weekly update on the progress of major overhaul/ major repair.

However, OIL reserves the right to terminate the contract under clauses 3.6, 3.10 and 22.5. Once OIL gives the notice for Termination of Contract during Temporary Suspension period, no payment, what so ever, shall be made to the contractor except for Well materials consumed.

22.11 SEVERABILITY:

Should any provision of this Agreement be found to be invalid, illegal or otherwise not enforceable by any court of law, such finding shall not affect the remaining provisions hereto and they shall remain binding on the parties hereto.

23.0 INFORMATION - CONFIDENTIAL

All information obtained by Contractor in the conduct of operations hereunder, including but not limited to depth, formation penetrated, the result of coring, testing and surveying, shall be considered as confidential and shall not be divulged by Contractor or its employees to any person, firm or corporation, other than Operator's designated representative unless otherwise asked by Operator in writing.

24.0 PREFERENCE TO LOCAL COMPANIES

Contractor agrees to give priority and preference to locally owned companies, when hiring sub-contractor, subject to price, quality and delivery being equivalent.

24.1 UTILISATION OF AIR INDIA SERVICES

Contractor agrees to give priority and preference to Air India services, during its every crew change, subject to non-hampering of their schedules.

25.0 ASSIGNMENT OF CONTRACT

25.1 ASSIGNMENT BY CONTRACTOR

Contractor agrees not to sublet or assign this Agreement or interest or any part thereof to an Indian Joint Venture Co./ Indian Co. having approved technical back up without first obtaining the written consent of Operator and at such time that:

- I. Adequate arrangements being made by Contractor in terms of expertise and experienced personnel to ensure due performance of said Agreement.
- II. The Government of India has fully approved the joint venture applications for formation of such joint venture Indian Company or has approved Technical Collaboration of an Indian Co. and
- III. The ownership of the Drilling Unit has been transferred to such Indian Company or such Indian Co. has acquired the Drilling Unit on lease basis.

However, the assignment shall be on same rates, terms and conditions. Contractor shall remain fully liable and responsible to Operator for complete performance of all its obligations envisaged under this agreement.

25.2 ASSIGNMENT BY OPERATOR

Operator shall have the right, at any time, to assign all or any part of its rights hereunder, to an affiliated Company or a third party provided that Operator shall remain fully liable and responsible to Contractor to complete performance of all its obligations imposed by this Agreement.

27.0 NOTICES

27.1 WRITTEN NOTICES

All notices/correspondences shall be in writing and may be delivered personally to any officer or manager at the addresses specified below, unless changed by notice or may be sent by registered mail to said address, postage prepaid, or may be sent by telex, telegram or cable, charges prepaid confirmed by copy of such telex, telegram or cable, sent by registered mail to said address. The addresses referred to are :-

For Operator

i) FOR CONTRACTUAL MATTERS

Mr. Rupak Kalita
Senior Manager (C&P)(CEMG)
OIL INDIA LIMITED,
IT Infrastructure building, 5th Floor, FC – 24,
Sector 16A, NOIDA 201301
PH. NO. 0120-2511762
E-mail: cemg_c&p@oilindia.in

ii) FOR OPERATIONAL MATTERS

Mr. G.GOGOI
HEAD- DRLIING (PROJECT)
OIL INDIA LIMITED,
IT Infrastructure building, 5th Floor, FC – 24,
Sector 16A, NOIDA 201301
PH. NO. 0120-2511648
E-mail: cemg_c&p@oilindia.in

For Contractor (For Contractual & Operational matters)

Contractor to furnish details.

28.1 ARBITRATION

Except as otherwise provided elsewhere in the Agreement, if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, in connection with construction, meaning, operation, effect, interpretation of the Agreement or breach thereof which parties are unable to settle mutually, the same shall be referred to Arbitration as provided hereunder:

1. A party wishing to commence arbitration proceeding shall invoke Arbitration Clause by giving 60 days notice to the other party. The notice

invoking arbitration shall specify all the points of disputes with details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and not thereafter. If the claim is in foreign currency, the claimant shall indicate its value in Indian Rupee for the purpose of constitution of the arbitral tribunal.

2. The number of the arbitrators and the appointing authority will be as under:

Claim amount (excluding claim for interest and counter claim, if any)	Number of arbitrator	Appointing authority
Upto Rs. 50 lakhs	Sole Arbitrator to be appointed from a panel of retired officers from OIL/other PSU/Non-PSU organizations.	OIL [Note: OIL will forward a list containing names of five retired officers from OIL/other PSU/Non-PSU organizations for selecting one from the list who will be appointed as sole arbitrator by OIL]
Above Rs. 50 lakhs to Rs.5 crores	Sole Arbitrator to be appointed from a panel of retired Jurists	OIL [Note: OIL will forward a list containing names of five jurists to the other party for selecting one from the list who will be appointed as sole arbitrator by OIL]
Above Rs. 5 crores	3 Arbitrators	One arbitrator by each party and the 3rd arbitrator, who shall be the presiding arbitrator, by the two arbitrators. OIL will appoint its arbitrator from the panel of jurists.

3. The parties agree that they shall appoint only those persons as arbitrators who accept the conditions of this arbitration clause, including the fees schedule provided herein. No person shall be appointed as arbitrator or presiding arbitrator who does not accept the conditions of this arbitration clause.
4. Parties agree that there will be no objection if the Arbitrator appointed holds equity shares of OIL and/or is a retired officer of OIL / any other PSU. However, neither party shall appoint its serving employee as arbitrator.
5. If any of the Arbitrators so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/arbitrators to appoint another person in his place in the same manner as aforesaid. Such person shall proceed

with the reference from the stage where his predecessor had left if both parties consent for the same; otherwise, he shall proceed de novo.

6. Parties agree that neither party shall be entitled for any pre-reference or pendente-lite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.
7. The arbitral tribunal shall make and publish the award within time stipulated as under:

Amount of Claims and Counter Claims (excluding interest)	Period for making and publishing of the award (counted from the date of first meeting of the arbitrators):
Upto Rs. 5 crores	Within 8 months
Above Rs. 5 crores	Within 12 months

The above time limit can be extended by the arbitrator(s), for reasons to be recorded in writing, with the consent of the parties.

8. Arbitrators shall be paid fees at the following rates:

Amount of Claims and Counter Claims (excluding interest)	Lump sum fees (including fees for study of pleadings, case material, writing of the award, secretarial charges etc.) payable to each arbitrator (to be shared equally by the parties)
Upto Rs 50 lakhs	Rs. 10,000 per meeting subject to a ceiling of Rs. 1,00,000/-.
Above Rs 50 lakhs to Rs 1 crore	Rs. 1,35,000/- plus Rs. 1,800/- per lakh or a part there of subject to a ceiling of Rs. 2,25,000/-.
Above Rs. 1 crore and upto Rs. 5 Crores	Rs. 2,25,000/- plus Rs. 33,750 per crore or a part there of subject to a ceiling of Rs. 3,60,000/-.
Above Rs. 5 crores and upto Rs. 10 crores.	Rs. 3,60,000/- plus Rs. 22,500/- per crore or a part there of subject to a ceiling of Rs. 4,72,500/-.
Above Rs. 10 crores	Rs. 4,72,500 plus Rs. 18,000/- per crore or part thereof subject to a ceiling of Rs. 15,00,000/-.

9. If after commencement of the Arbitration proceedings, the parties agree to settle the dispute mutually or refer the dispute to conciliation, the arbitrators shall put the proceedings in abeyance until such period as requested by the parties. Where the proceedings are put in abeyance or terminated on account of mutual settlement of dispute by the parties, the fees payable to the arbitrators shall be determined as under:

- (i) 20% of the fees if the claimant has not submitted statement of claim.
- (ii) 40% of the fees if the pleadings are complete.
- (iii) 60% of the fees if the hearing has commenced.
- (iv) 80% of the fees if the hearing is concluded but the award is yet to be passed.

10. Each party shall pay its share of arbitrator's fees in stages as under:

- (i) 20% of the fees on filing of reply to the statement of claim.
- (ii) 40 % of the fees on completion of pleadings.
- (iii) 20% of the fees on conclusion of the final hearing.
- (iv) 20% at the time when award is given to the parties.

11. Each party shall be responsible to make arrangements for the travel and stay etc of the arbitrator appointed by it. Claimant shall also be responsible for making arrangements for travel / stay arrangements for the Presiding Arbitrator and the expenses incurred shall be shared equally by the parties.

In case of sole arbitrator, OIL shall make all necessary arrangements for his travel/ stay and the expenses incurred shall be shared equally by the parties.

12. The Arbitration shall be held at the place from where the Agreement has been awarded i.e at Mumbai. However, parties to the Agreement can agree for a different place for the convenience of all concerned.

13. The Arbitrator(s) shall give reasoned and speaking award and it shall be final and binding on the parties.

14. Subject to the aforesaid conditions, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof shall apply to the arbitration proceedings under this clause.

28.2 Resolution of disputes through conciliation by OEC

If any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, in connection with construction, meaning, operation, effect, interpretation of the Agreement or breach thereof which parties are unable to settle mutually, the same may first be referred to conciliation through Outside Expert Committee ("OEC") to be constituted by CMD, OIL as provided hereunder:

- 1. The party desirous of resorting to conciliation shall send a notice of 30 (thirty) days to the other party of its intention of referring the dispute for resolution through OEC. The notice invoking conciliation shall specify all the points of disputes with details of the amount claimed to be referred to OEC and the party concerned shall not raise any new issue thereafter.
- 2. CMD, OIL shall nominate three outside experts, one each from Financial/commercial, Technical and Legal fields from the Panel of Outside Experts maintained by OIL who shall together be referred to as OEC (Outside Experts Committee).
- 3. Parties shall not claim any interest on claims/counterclaims from the date of notice invoking conciliation till execution of settlement agreement, if so arrived at. In case, parties are unable to reach a settlement, no interest shall be claimed by either party for the period from the date of notice invoking conciliation till the date of OEC recommendations in any further proceeding.
- 4. The Proceedings of the OEC shall be broadly governed by Part III of the Arbitration and Conciliation Act, 1996 including any modifications thereof.
- 5. OEC shall hear both the parties and recommend possible terms of settlement between the parties. The recommendations of OEC shall be non-binding and the parties may

decide to accept or not to accept the same. Parties shall be at liberty to accept the OEC recommendation with any modification they may deem fit.

6. Where recommendations are acceptable to both the parties, a settlement agreement will be drawn up in terms of the OEC recommendations or with such modifications as may be agreed upon by the parties. The settlement agreement shall be signed by both the parties and authenticated by all the OEC members either in person or through circulation. This settlement agreement shall have the same legal status and effect as that of an arbitration award on agreed terms on the substance of the dispute rendered by an arbitral tribunal under Section 30 of the Arbitration and Conciliation Act, 1996.
7. The parties shall keep confidential all matters relating to the conciliation proceedings. Confidentiality shall extend also to the settlement agreement, except where its disclosure is necessary for purposes of implementation and enforcement.
8. The parties shall not rely upon or introduce as evidence in any further arbitral or judicial proceedings, whether or not such proceedings relate to the dispute that is the subject of the conciliation proceedings,
 - (a) views expressed or suggestions made by the other party in respect of a possible settlement of the dispute;
 - (b) admissions made by the other party in the course of the OEC proceedings;
 - (c) proposals made by the OEC;
 - (d) the fact that the other party had indicated his willingness to accept a proposal for settlement made by the OEC.
9. The parties shall present their case before OEC only through their in-house executives. Neither party shall be represented by a lawyer unless OEC specifically desires that some issue of legal nature is in dispute that needs to be clarified / interpreted by a lawyer.
10. OEC members shall be entitled for the following fees and facilities:

Sl. No	Fees/ Facility	Entitlement	To be paid by
1	Fees	Rs. 10,000 per meeting subject to maximum of Rs. 1,00,000 for the whole case. In addition, one OEC member chosen by OEC shall be paid an additional amount of Rs. 10,000 towards secretarial expenses in writing minutes / OEC recommendations.	Contractor
2	Additional Fee for attending meeting to authenticate the settlement agreement	Rs. 10,000/-.	Contractor
3.	Transportation in the city of the meeting	Luxury car or Rs. 1,500 per day.	Contractor
4.	Venue for meeting	OIL conference rooms/Hotels	OIL
Facilities to be provided to the out-stationed member			
5.	Travel from the city of residence to the city of meeting	Business class air tickets/ first class train tickets/ Luxury car/ reimbursement of actual fare. However, entitlement of air travel by Business class shall be subject to austerity measures, if any, ordered by Govt of India.	Contractor
6.	Transport to and fro airport / railway station in the city of residence	Luxury car or Rs. 2,000/-.	Contractor

7.	Stay for out stationed members	5 Star Hotel.	OIL
8.	Transport in the city of meeting	Luxury car or Rs. 1500 per day.	Contractor

11. All the expenditure incurred in the OEC proceedings shall be shared by the parties in equal proportion. The parties shall maintain account of expenditure and present to the other for the purpose of sharing on conclusion of the OEC proceedings.
12. If the parties are not able to resolve the dispute through OEC or do not opt for conciliation through OEC, the party may invoke arbitration clause as provided in the Agreement.

29.0 JURISDICTION AND APPLICABLE LAW

This Agreement including all matters connected with this Agreement, shall be governed by the laws of India (both substantive and procedural) for the time being in force and shall be subject to exclusive jurisdiction of the Indian Courts at Mumbai.

30.0 CHANGE IN LAW :

- 30.1 In the event of introduction of any new legislation or any change or amendment or enforcement of any Act or Law, Rules or Regulations of Govt. of India or State Government(s) or Public Body which becomes effective after the date of submission of Price Bid or revised price bid, if any for this CONTRACT and which results in increased cost of the works under the CONTRACT through increased liability of taxes, (other than personnel and Corporate taxes), duties, the CONTRACTOR shall be indemnified for any such increased cost by the OPERATOR subject to the production of documentary proof to the satisfaction of the OPERATOR to the extent which directly is attributable to such introduction of new legislation or change or amendment as mentioned above and adjudication by the competent authority and the courts wherever levy of such taxes / duties are disputed by OPERATOR.
- 30.2 Similarly, in the event of introduction of new legislation or any change or amendment or enforcement of any Act or Law, rules or regulations of Govt. of India or State Government(s) or Public Body which becomes effective after the date of submission of Price Bid or revised price bid, if any, for this CONTRACT and which results in any decrease in the cost of the works through reduced liability of taxes, (other than personnel and Corporate taxes) duties, the CONTRACTOR shall pass on the benefits of such reduced cost, taxes or duties to the OPERATOR, to the extent which is directly attributable to such introduction of new legislation or change or amendment as mentioned above.
- 30.3 All duties, taxes (except where otherwise expressly provided in the Contract) as may be levied / imposed in consequences of execution of the Works/Services or in relation thereto or in connection therewith as per the Acts, Laws, Rules, Regulations in force on the date of submission of Price Bid or revised price bid, if any, for the this CONTRACT shall be to CONTRACTOR's account. Any increase / decrease in the net amount of such duties, taxes (i.e. the amount of taxes/duties payable minus eligible credit of taxes / duties paid on input services / input) after the date of submission of price bid or revised price bid, if any, but within the contractual completion / mobilization date as stipulated in the CONTRACT will be to the account of the Operator.
- 30.4 Any increase in net amount of the duties and taxes (i.e. the amount of taxes/duties payable minus eligible credit of taxes / duties paid on input services / inputs) after the contractual completion / mobilization date during the extended period will be to the contractor's account, where delay in completion /mobilization period is attributable to the CONTRACTOR. However, any decrease in net amount of the duties and taxes (i.e. the amount of taxes/duties payable minus eligible credit of taxes / duties paid on input services / inputs) after the contractual completion / mobilization date will be to the Operator's account.
- 30.5 The CONTRACT Price and other prices given in the Schedule of Prices are based on the applicable tariff as indicated by the CONTRACTOR in the Schedule of Prices. In case this information subsequently proves to be wrong, incorrect or misleading, OPERATOR will

have no liability to reimburse / pay to the CONTRACTOR the excess duties, taxes, fees, if any finally levied / imposed by the concerned authorities. However, in such an event, OPERATOR will have the right to recover the difference in case the rate of duty / tax finally assessed is on the lower side.

30.6 Notwithstanding the provision contained in clause 30.1 to 30.4 above, the OPERATOR shall not bear any liability in respect of;

- (i) Personal taxes on the personnel deployed by CONTRACTOR, his sub-contractor / sub-contractors and agents etc.
- (ii) Corporate taxes and fringe benefit tax in respect of CONTRACTOR and all of their sub-contractors, agents etc.
- (iii) Other taxes & duties including Customs duty, Excise duty and Service Tax in addition to new taxes etc., in respect of sub-contractors, vendors, agents etc., of the CONTRACTOR

30.7 In order to ascertain the net impact of the revisions / enactment of various provisions of taxes / duties, the CONTRACTOR is liable to provide following disclosure to the Operator:

(i) Details of each of the input services used in relation to providing service to the Operator including estimated monthly value of input service and service tax amount.

(ii) Details of Inputs (material/consumable) used/required for providing service to the Operator including estimated monthly value of input and excise duty/CVD paid/payable on purchase of inputs.

31.0 STORAGE SPACE:

The operating area shall be in **CAUVERY OFFSHORE, GULF OF MANNAR, (CY-OSN-2009/2)**. The Contractor shall locate and establish Storage Space at the Base as per the requirement at Contractor's cost. The contractor shall practice and implement all the Govt of India regulations in the Storage Spaces at Bases and shall indemnify Operator in respect of any claims made by any of the Govt of India agencies..

The Operator may provide Space at its **Chennai or Kakinada Port** for transit storage of materials required for carrying out drilling operations. It is agreed that the Contractor shall remove their materials (Non-Serviceable or Serviceable) at their cost within 7 days from the time of arrival of material from the space provided by the Operator at **Chennai or Kakinada Port**.

Any material being stored by Contractor beyond 7 days, the Operator would charge a ground rent as per **Chennai or Kakinada Port** rate applicable on the day of removal of material and will be recovered from any amount due to the Contractor without giving any further notice. Further, Contractor shall obtain all necessary clearances from Customs for storage and removal of materials from Stores.

Notwithstanding the above, all the materials have to be removed by the contractor on or before the expiry of Contract and the Contractor agrees that final payment would be released upon receipt of No Objection Certificate (NOC) to this effect from the Operator's Logistics Department at **Kakinada**. Further any Penalty and fine being imposed by Customs department or any other statutory body on the material being stored at **Chennai or Kakinada Port** whatsoever shall be to Contractor's account.

All copies of necessary documents regarding material being brought from Offshore or being taken to Offshore for transit storage purpose, duly cleared by Customs would be submitted to the Operator's Logistics Department at **Chennai or Kakinada Port**.

32.0 INTEGRITY PACT

The Integrity Pact, duly signed by the authorized official of OIL and the Contractor, will form part of this contract.

33.0 The following shall be applicable for the Contract (for consortium bids) :

- (i) M/s. _____ is the leader of Consortium. Being the leader of consortium, M/s. _____ accept full responsibility unconditionally of executing the complete scope of work under the Contract satisfactorily.
- (ii) The scope of work of each consortium member is given at Exhibit-____.
- (iii) The leader of the Consortium on behalf of the Consortium shall co-ordinate with the Operator or with other specified agencies and the leader of consortium shall also be responsible for resolving disputes / misunderstandings / undefined activities , if any, amongst the consortium members.
- (iv) If there are any levy of fine, penalty etc, levy of Liquidated damages or any deductions or payment of bonus etc under the contract, the same shall be to M/s _____, being the leader of the Consortium.
- (v) All the consortium members shall be jointly and severally responsible for discharging all obligations under the Contract.

34.0 PATENT INDEMNITY

34.1.1 The Contractor shall, subject to the Operator's compliance with Sub-Clause below, indemnify and hold harmless the Operator and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Operator may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

- (a) the installation of the Items by the Contractor or the use of the Items in the country where the Site is located; and
- (b) the sale in any country of the products produced by the Items.

Such indemnity shall not cover any use of the Items or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Items or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Contractor, pursuant to the Contract.

34.1.2. If any proceedings are brought or any claim is made against the Operator arising out of the matters referred to in this agreement above Sub-Clause, the Operator shall promptly give the Contractor a notice thereof, and the Contractor may at its own expense and in the Operator's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

34.1.3. If the Contractor fails to notify the Operator within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Operator shall be free to conduct the same on its own behalf.

34.1.4. The Operator shall, at the Contractor's request, afford all available assistance to the Operator in conducting such proceedings or claim, and shall be reimbursed by the Contractor for all reasonable expenses incurred in so doing.

34.1.5. The Operator shall indemnify and hold harmless the Contractor and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Contractor may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Operator.

34.2 INDEPENDENT CONTRACTOR STATUS:

The Contractor shall act as an independent contractor performing the Agreement. The Agreement does not create any agency, partnership, joint ventures or joint relationship between the parties.

Subject to all compliance with the Agreement, the Contractor shall be solely responsible for the manner in which works are performed. All employees, representatives or sub-Contractors engaged by the Contractor in performing the Agreement shall be under the complete control of the Contractor and shall not be deemed to be employees of the Operator and nothing contained in the Agreement or in any sub-contract awarded by the Contractor shall be construed to create any contractual relationship between any such employees or representative or Sub- Contractor and the Operator. Contractor shall be responsible for the acts, defaults or negligence of the Contractor his agencies, servant or workmen.

34.3 EXPORT / RE-EXPORT CONTROL RESTRICTIONS:

In case there are certain export / re-export control restrictions imposed by parent country of the Contractor(s) w.r.t the items (i.e. goods, equipment, services, or technology) offered by them to Operator regarding their end use or the end user or regarding their usage in certain other countries, then the Contractor can intimate about same while quoting in the Operator's tender(s). Such intimation by the Contractor about the items (i.e. goods, equipment, services, or technology) being covered under export control regulations will not lead to rejection of the offer(s) in Operator's tenders. Further, in case of award of Contract on such bidder(s), it should be stipulated therein that the items (i.e. goods, equipment, services, or technology) being procured against this CONTRACT would be used by Operator for exploration and exploitation of hydrocarbons in India only. However, if for any reasons whatsoever the end use or end user of these items are required to be changed or if these goods are to be taken for use in countries out side India, then Operator would request the Contractor to obtain consent from the concerned authority in their country.

34.4 DEFINITIONS

- 34.4.1 "THIRD PARTY" shall mean any group, person or persons who may be engaged in activity associated with the work specified but who shall remain at an arm's length from the work and who shall not have a direct responsibility or authority under the terms of this Agreement .
- 34.4.2 "Gross Negligence" means: any act or failure to act (whether sole, joint or concurrent) by a person or entity which was intended to cause, or which was in reckless disregard of or wanton indifference to, avoidable and harmful consequences such person or entity knew, or should have known, would result from such act or failure to act. Notwithstanding the foregoing, Gross negligence shall not include any action taken in good faith for the safeguard of life or property.
- 34.4.3 "Willful misconduct" means: "intentional disregard of good and prudent standards of performance or proper conduct under the Agreement with knowledge that it is likely to result in any injury to any person or persons or loss or damage of property"

35.0 Limitation of Liability

Notwithstanding any other provisions, except only in cases of willful misconduct and / or criminal acts,

- a) Neither the Contractor nor the Operator shall be liable to the other, whether in contract, tort, or otherwise, for any consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs provided however, that this exclusion shall not apply to any obligation of the Contractor to pay Liquidated Damages to the Operator and
- b) Notwithstanding any provisions incorporated elsewhere in the Agreement, the aggregate liability of the Contractor in respect of this Agreement, whether under the Contract, in tort or otherwise, shall not exceed 50% of the annualized Agreement Price, provided however that this limitation shall not apply to the cost of repairing or replacing defective equipment by the Contractor, or to any obligation of the Contractor to indemnify the Operator with respect to intellectual Property Rights.
- c) Operator shall indemnify and keep indemnified Contractor harmless from and against any and all claims, costs, losses and liabilities in excess of the aggregate liability amount in terms of clause (b) above.

36.0 **LIABILITY OF GOVERNMENT OF INDIA**

It is expressly understood and agreed by and between the Operator and the Contractor that Operator is entering into this Agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that the Govt. of India is not a party to this Agreement and has no liabilities, obligations or rights hereunder. It is expressly understood and agreed that Operator is an independent legal entity with power and authority to enter into Contracts solely in its own behalf under the applicable laws of India and general principles of Contract Law. The Contractor expressly agrees acknowledges and understands that Operator is not an agent, representative or delegate of the Govt. of India. It is further understood and agreed that the Govt. of India is not and shall not be liable for any acts, omissions, commission, breaches or other wrongs arising out of the Agreement. Accordingly, the Contractor hereby expressly waives, releases and foregoes any and all actions, or claims, including cross claims, impleader claims or counter claims against the Govt. of India arising out of this Agreement and covenants not to sue the Govt. of India as to any manner, claim, cause of action or thing whatsoever arising of or under this Agreement.

37.0 **EMPLOYMENT OF OFFICIALS OF OPERATOR.**

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

38.0 SOURCING OF FUELS - Deleted

39.0 **INTERPRETATION LIABILITY**

In making any interpretation of logs, research, analysis or recommendation in connection with this Agreement, whether directly or by means of electronic transmission or data processing or otherwise, or in making any recommendations based on interpretation of logs, data information or otherwise, the Contractor's employees shall give Operator the benefit of their best judgment. Nevertheless, since all interpretation and or recommendations are only opinions, based in part on inferences from electrical or other measurements or empirical relationships and assumptions which are not infallible and subject to error and since all electronic transmissions and data processing is subject to error which may be beyond their control, the Contractor cannot and does not guarantee the accuracy or correctness of any such interpretations or recommendations and, except in case of willful misconduct and or Gross Negligence on the part of the Contractor, the Contractor shall not be liable for and the Operator shall indemnify and hold the Contractor harmless against any loss or damage whatsoever, whether incurred by the Operator or any other person, resulting from, or resulting from logs being interpreted by others when transmitted by electronic process or professional advice or resulting from any investment or operational decision made by Operator or any other person concerning such interpretation or recommendation or professional advice provided by the Contractor.

40.0 deleted

41.0 Inmarsat, Fax, Mini M Telephone etc. should be available on board the Drilling Unit and in case Operator or Operator's sub-contractor utilises this facility, the same will be charged to Operator by Contractor, at actuals excluding service charges. However, for usage of this facility by Operator's sub-contractor, prior approval of Operator shall be obtained.

No payment shall be made by Operator to Contractor for usage of this facility by Contractor and Contractor's sub-contractors.

42.0 The Contractor is prohibited to offer any service / benefit of any manner to any employee of Operator and that the Contractor may suffer summary termination of Contract / disqualification in case of violation.

43.0 ENTIRE AGREEMENT

43.1 This Agreement supersedes all prior Agreements and commitments, whether oral or in writing between the parties concerning the subject matter thereof. The right of either party to require strict performances will not be affected by any previous waiver or course of dealing. Neither this Agreement nor any modification will be binding on a party unless signed by an authorised representative of Contractor and Operator.

43.2 It is not intended that there be any conflict between this Agreement and the Exhibits thereto, which are parts hereof for all purposes, but the Agreement shall take precedence in the event of any such conflict.

43.3 Notwithstanding the termination of this Agreement, the parties shall continue to be bound by the provisions of the Agreement that reasonably require some action or forbearance after the expiration of the term of this Agreement.

In witness whereof, the parties hereto have executed this agreement as of the day and year first above written.

FOR AND ON BEHALF OF
OF THE
(THE OPERATOR)

FOR AND ON BEHALF
(THE CONTRACTOR)

OIL INDIA LTD.

By :

By :

WITNESS :

WITNESS :

1.
2.

1.....
2.....

xxxxxxx

Proforma of Bank Guarantee towards Performance Security.
PERFORMANCE GUARANTEE

Ref. No. _____ Bank Guarantee No _____
Dated _____

To,

OIL INDIA LIMITED
FC 24, 5TH FLOOR, IT INFRASTRUCTURE BUILDING',
SECTOR 16 A, NOIDA 201301

UTTAR PRADESH

Dear Sirs,

1. In consideration of Oil India Limited, incorporated under the Companies Act, 1956, having its Registered Office at Duliajan, Assam, India and one of its offices at FC 24, 5TH FLOOR, IT INFRASTRUCTURE BUILDING , SECTOR 16 A, NOIDA 201301 (hereinafter referred to as 'OIL', which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and assignees) having entered into a CONTRACT No. _____ dated _____ (hereinafter called 'the CONTRACT' which expression shall include all the amendments thereto) with M/s _____ having its registered/head office at _____ (hereinafter referred to as the 'CONTRACTOR') which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) and OIL having agreed that the CONTRACTOR shall furnish to OIL a performance guarantee for Indian Rupees / US\$ for the faithful performance of the entire CONTRACT.
2. We (name of the bank) _____ registered under the laws of _____ having head/registered office at _____ (hereinafter referred to as "the Bank", which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) do hereby guarantee and undertake to pay immediately on first demand in writing any /all moneys to the extent of Indian Rs. / US\$ (in figures) _____ (Indian Rupees / US Dollars (in words) _____) without any demur, reservation, contest or protest and/or without any reference to the CONTRACTOR. Any such demand made by OIL on the Bank by serving a written notice shall be conclusive and binding, without any proof, on the bank as regards the amount due and payable, notwithstanding any dispute(s) pending before any Court, Tribunal, Arbitrator or any other authority and/or any other matter or thing whatsoever, as liability under these presents being absolute and unequivocal. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is discharged by OIL in writing. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the CONTRACTOR and shall remain valid, binding and operative against the bank.
3. The Bank also agrees that OIL at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the CONTRACTOR and notwithstanding any security or other guarantee that OIL may have in relation to the CONTRACTOR's liabilities.
4. The Bank further agrees that OIL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said CONTRACT or to extend time of performance by the said CONTRACTOR(s) from time to time or to postpone for any time or from time to time exercise of any of the powers vested in OIL against the said CONTRACTOR(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said CONTRACTOR(s) or for any forbearance, act or omission on the part of OIL or any indulgence by OIL to the said CONTRACTOR(s) or any such

matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

5. The Bank further agrees that the Guarantee herein contained shall remain in full force during the period that is taken for the performance of the CONTRACT and all dues of OIL under or by virtue of this CONTRACT have been fully paid and its claim satisfied or discharged or till OIL discharges this guarantee in writing, whichever is earlier.
6. This Guarantee shall not be discharged by any change in our constitution, in the constitution of OIL or that of the CONTRACTOR.
7. The Bank confirms that this guarantee has been issued with observance of appropriate laws of the country of issue.
8. The Bank also agrees that this guarantee shall be governed and construed in accordance with Indian Laws and subject to the exclusive jurisdiction of Indian Courts of the place from where the purchase CONTRACT has been placed.
9. Notwithstanding anything contained herein above, our liability under this Guarantee is limited to Indian Rs. / US\$ (in figures) _____ (Indian Rupees / US Dollars (in words) _____) and our guarantee shall remain in force until _____.(indicate the date of expiry of bank guarantee)

Any claim under this Guarantee must be received by us before the expiry of this Bank Guarantee. If no such claim has been received by us by the said date, the rights of OIL under this Guarantee will cease. However, if such a claim has been received by us within the said date, all the rights of OIL under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

In witness whereof, the Bank through its authorized officer has set its hand and stamp on this day of20__ at

WITNESS NO. 1

(Signature)
Full name and official
address (in legible letters)
stamp

(Signature)
Full name, designation and
address (in legible letters) with Bank

Attorney as per power of
Attorney No.....
Dated

WITNESS NO. 2

(Signature)
Full name and official address (in legible letters)

INSTRUCTIONS FOR FURNISHING PERFORMANCE GUARANTEE

1. The Bank Guarantee by Indian Bidder will be given on non-judicial stamp paper as per stamp duty applicable at the place from where the purchase CONTRACT has been placed. The non-judicial stamp paper should be in name of the issuing bank.
2. Foreign parties are requested to execute bank guarantee as per law in their country.
3. Foreign Bidder will give guarantee either in the currency of the offer or US \$ (US Dollar) i.e. Indian Rs/US \$ have been mentioned only for illustration. Therefore, in case where bank guarantee is being given in currency other than 'Rupees' or U.S.\$, indicate the relevant currency of the offer.
4. The expiry date as mentioned in clause 9 should be arrived at by adding 120 days (for foreign bidders)/ 60 days (for Indian Bidders) to the CONTRACT completion date unless otherwise specified in the bidding documents.
5.
 - a) The Bank Guarantee by Indian Contractor will be given from Nationalized/ Scheduled Banks only. The Foreign Contractor will give Bank Guarantee from an Indian Bank situated in their country.
 - b) In case no Indian Bank is situated in foreign Contractor's country, then Bank Guarantee from foreign Bank acceptable to OIL, either situated in Contractor's country or in India (a list of such foreign banks acceptable to OIL is enclosed at Appendix-9 in Annexure-I of this bidding document)) or from an Indian Scheduled Bank situated in India, will be considered.
 - c) If any foreign Contractor desires to furnish bank guarantee from a bank other than those included in Appendix-9 of Annexure-I of this bidding document, such Contractor should furnish collateral security/ guarantee/ confirmation from any of these 300 banks or the State Bank of India.

XXXXXX

(Stamp paper of Rs 200)

INDEMNITY & UNDERTAKING

1. Know all men by these presents that M/s_____ hereby hold and bind myself / our selves, executors, administrative assignees and legal representatives to Oil India Ltd. herein after called "OIL" for payment of any amount being demanded / demand by Customs authorities against Contract no _____ dated _____ from OIL for the reasons stated hereinafter.
2. The rig _____ was working in offshore India in PEL / ML blocks released / renewed after 1.4.99, under a charter hire Contract No. _____ dated _____ by and between OIL and M/s. _____, without payment of Customs Duty under the Essentiality Certificate (EC) # _____ dated _____ issued by Directorate General of Hydrocarbons ("DGH") against the said Contract.
3. The rig _____ was imported into Indian waters vide Bill of Entry # _____ dated _____
4. That M/s _____ hereby confirms that the spares and consumable imported against ECs issued by DGH based on the recommendatory letters of OIL during the contract period have either been consumed on the rig _____ while deployed for operations in the PEL / ML areas or have been re-exported and all the conditions of Notification, under which exemption was availed by M/s _____ while importing the spares and consumable have been complied with.
5. That M/s _____ confirms that, as on date, there is no demand from the Custom department in respect of the rig _____ hired against the Contract No. _____ dated _____
6. M/s _____ agrees to indemnify and hold OIL harmless from any claim of Customs duty, fine or penalty that may become payable or against all action of Government or any other agency due to any act of commission or omission solely by M/s _____ whereby the provisions of the Customs Act with conditions of the Notification No.21/2002 dated 1.3.2002 are not complied with under which exemptions were availed by M/s _____ while importing and re-exporting of the rig, rig equipment and spares and consumable etc.
7. M/s _____ undertake to forthwith make all payments enumerated in the foregoing paragraph in the event of any action by customs authorities against OIL for violation of conditions, solely by M/s. _____ of Notification No.21/2002 dated 1.03.2002, to the extent of its fault.

8. That I, _____ holding Indian Passport No. _____
and an employee of _____ M/s. _____,
am authorized by _____ to sign, deliver and bind
M/s. _____ regarding this indemnity & undertaking
in favour of OIL.

(Authorized Signatory)
(Seal)

Witness:

1. _____

2. _____

Notarized

SUB: PARTICULARS OF PF CONTRIBUTION FOR THE MONTH OF MONTH 201... **Appendix-3(Proforma PFD)**

- (1) Name of the Firm/ Agency/ Contractor _____ Nature of Contract : Job/ Service contract, AMC, O&M, Petty contract, Security, Seasonal

<p>(2) Postal address of the Contractor _____</p> <p>(3) Phone No. of the Contractor _____</p> <p>(4) Fax No. of the Contractor _____</p> <p>(5) Address of PF office from where EPF Code No. has been allotted: _____</p> <p>(6) EPF Code No. allotted by PF office _____</p> <p>(7) Address of ESIC office from where ESI Code No. has been allotted: _____</p> <p>(8) ESI Code No. allotted by ESIC Office _____</p> <p>(9) Period of Contract : From _____ to _____</p> <p>(a) Extension period of contract, if any From _____ to _____</p> <p>(b) Place where contract workmen are working _____</p> <p>(10) Labour Licence No. _____ dtd. _____</p> <p>(11) Validity period of Labour Licence From _____ To _____</p> <p>(12) Details of Deposition of contribution towards EPF</p> <p>(a) EPF Challan No. _____ Amount _____ Date _____</p> <p>(13) Details of Deposition of contribution towards ESI</p> <p>(a) ESI Challan No. _____ Amount _____ Date _____</p>	<p>(14) Details of contract labour engaged by the contractor</p> <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <tr> <th style="width: 33%;">Category</th> <th style="width: 33%;">No. of Workers</th> <th style="width: 33%;">Prevailing Min. wages</th> </tr> <tr> <td>Unskilled</td> <td></td> <td></td> </tr> <tr> <td>Semi skilled</td> <td></td> <td></td> </tr> <tr> <td>Skilled</td> <td></td> <td></td> </tr> <tr> <td>Highly skilled</td> <td></td> <td></td> </tr> <tr> <td>Total</td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> </tr> </table>	Category	No. of Workers	Prevailing Min. wages	Unskilled			Semi skilled			Skilled			Highly skilled			Total					
Category	No. of Workers	Prevailing Min. wages																				
Unskilled																						
Semi skilled																						
Skilled																						
Highly skilled																						
Total																						

Sl. No.	Full Name of	Sub EPF Code No.	No. of days	Amount paid	Total Amoun	Employee s PF	Employers PF	Employers EPS	Total Contribut	Employee s ESI	Employers ESI	Total Contri
---------	--------------	------------------	-------------	-------------	-------------	---------------	--------------	---------------	-----------------	----------------	---------------	--------------

	the Contract ual Workme n	of the Contract ual Workman	presen t during the month			t paid	Contributi on @ 12%	Contributio n @ 3.67%	Contributio n @ 8.33%	ion deposited (Col No.8 + Col.9 + Col.10)	contribu tion @ 1.75%	contributio n @ 4.75%	bution deposi ted (Col No. 13 + Col no. 14)
				Min i Wa ge	Plu s an y oth er pa y								
1	2	3	4	5	6	7	8	9	10	11	12	13	14

CERTIFIED THAT

- a) I have paid the notified minimum wages to my contractual workers as per the agreement.
- b) The above information is correct to the best of my knowledge.
- c) In case nay discrepancies or irregularities is /are noticed in this agreement, then OIL is free to inform the PF/ESIC Authorities.
- d) Within one month on completion/expiry of the contract, I shall fill up the prescribed Forms for withdrawal or transfer of PF/Pension Account in favour of my contractual workmen under control and intimate to Principal Employer.
- e) Before the completion of contract, I shall serve one month notice to all my contractual workers, informing that their services will be terminated.
- f) Within one month on completion/expiry of the contract, I shall pay all the dues/ terminal dues such as leave with wages, bonus (if applicable), Gratuity (if applicable), to all my contractual workmen, failing which my Bank Guarantee/ Security Deposit may be withheld by OIL.

Date:

Place:

Signature & Seal of the Contractor

The Employees' Provident Funds Scheme 1952

FORM 12 (Revised)

THE EMPLOYEES' PROVIDENT FUND SCHEME, 1952

[Para 38(2)]

STATEMENT OF CONTRIBUTION FOR THE MONTH OF

Wage Period From..... To

Name and Address of the Establishment Code No.....

Sl. No.	A/C No.	Name of the member (in block Capitals)	Wages, retaining allowance (if any) and D.A. including cash value of food concession paid to the member during the wage period.	Amount of member's contribution deducted from the wages			Employer's contribution			Remarks
				EPF (a)	EPF 1.1/4% (b)	Total (c)	EPF (a)	EPF 1.1/4% (b)	Total (c)	
1	2	3	4	5			6			7

Total amount of contributions including refund of advances

Administrative charges

Total amount deposited in

(i) Account No. 1 Rs.

(ii) Account No. 10 Rs.

Bank in which deposited

No. and date of Bank Draft/Cheque Reserve Bank of India

Signature of the Employer or

Other Authorised Officer

Stamp of the Establishment

Dated

- Note:- (1) The names of existing members should be shown in the list of each month in the consecutive serial order of the account numbers. New members whose names are shown in the return for the first time should be shown at the end with a heading "New Members". In the case of members transferred from another factory/establishment the name of the factory/establishment from which transferred should be given in the 'Remarks' column.
- (2) Mention should be made in column No.8 above, about member's rate of voluntary contribution.
- (3) Variation in wages/contribution with that of previous month should be explained suitably in the remarks column.

FORM 12A (Revised)

(For Unexempted Establishments only)

THE EMPLOYEES' PROVIDENT FUNDS SCHEME, 1952

[Proviso to paragraph 38(2)]

STATEMENT OF CONTRIBUTION FOR THE MONTH OF

Name and address of the establishment

Code No. of the establishment

Appendix-5

FORM 6A

(For unexempted establishments only)

THE EMPLOYEES' PROVIDENT FUNDS SCHEME 1952

[Paragraph 30 and 38(3) and

THE EMPLOYEES' PENSION SCHEME, 1995

[Paragraphs 20(3)]

CONSOLIDATED ANNUAL CONTRIBUTION STATEMENT

Annual statement of contribution for the Currency Period from 1st 20.... to 20

Name and address of the Establishment Statutory rate of contribution.

Code No. of the Establishment..... No. of members voluntarily contributing at a higher rate

[illegible]

FORM 6A (Continued)

RECONCILIATION OF REMITTANCES

Sl. No	Month	AMOUNT REMITTED		ADMINISTRATION CHARGES		
				Rs. At 1.10% of wages		
		EPF Contributions including refund of advances A/c no. 1	Pension Fund contributions A/c No.10	DLI Contribution A/c No. 21 Rs.	Admn. Charges A/c No.2 Rs.	EDLI Adm. Charges 0.00 Rs.
1	March paid in April	Rs.	Rs.	Rs.		
2	April	Rs.	Rs.	Rs.		
3	May	Rs.	Rs.	Rs.		
4	June	Rs.	Rs.	Rs.		
5	July	Rs.	Rs.	Rs.		
6	Aug.	Rs.	Rs.	Rs.		
7	Sept.	Rs.	Rs.	Rs.		
8	Oct.	Rs.	Rs.	Rs.		
9	Nov.	Rs.	Rs.	Rs.		
10	Dec.	Rs.	Rs.	Rs.		
11	Jan.	Rs.	Rs.	Rs.		
12	Feb. paid in March	Rs.	Rs.	Rs.		
13	Arrear, If any	Rs.	Rs.	Rs.		
Total		Rs.	Rs.	Rs.		

Signature of employer with official seal

- NOTES:- (1) The names of all members, including those who had left service during the currency period, should be included in this statement. Where the Form 3A in respect of such members had left service were already sent to the Regional Office for the purpose of final settlement of their accounts, the fact should be stated against the members in the 'Remarks' column above thus "form 3A already sent in the month of"
- (2) In case of substantial variation in the wages/contributions of any member as compared to those shown in previous statement, the reason should be explained adequately in the 'Remarks' column.
- (3) In respect of those members who have not opted for Pension Fund their entire employers contribution @ 8.1/3% or 10% as the case may be shown under column no.6.

Annexure III

PROJECT OVERVIEW AND SCOPE OF WORK

1.0 INTRODUCTION:

This section establishes the scope and schedule for the work to be performed by the 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 OIL INDIA LIMITED'S OBJECTIVES

A. CORPORATE OBJECTIVES

- Provide a safe workplace for its employees and Bidders.
- Conduct its operations in a way that minimizes waste and minimizes impact on the environment.
- Adherence to the highest standards of business ethics and employment practices.

B. WELL OBJECTIVES

- Drill the deep water exploration well as outlined in the summary Drilling Program.
- Evaluate potential hydrocarbon reservoirs as per Evaluation Program.

- Suspend/Complete the wells as per the Drilling/Completion Program' requirements.

C. PROGRAMME DESCRIPTION

The initial drilling programme includes drilling, evaluation, Plug and Abandonment of one well as per the drilling schedule.

D. PROPOSED DRILLING SCHEDULE

Likely commencement date	31 st May 2015
Likely Duration of Programme	Wells: 1 (One) firm well Approximate Duration: 90 Days + 30 Days for Well testing if carried out
Logistical Support/Supply Base	Company shall Operate from a third party operated shore base yard at Kakinada, Andhra Pradesh, India from where all supplies like casing, bits, mud chemicals, liquid mud, cement, Pot water, fuel shall be supplied by Company hired OSVs. Kakinada is well connected by Road, Train, Air, and Sea from any part of India. However for crew change, air lifting any emergency materials Company shall operate a office at Tuticorin for liaising air and sea logistics. The communication to the nearest Town Tuticorin, from where the Well Location 4A can be approached via Supply Boat or by Helicopter is available through air, water, rail & road.

E. PROGRAM AREA

The Work is to be performed in Gulf Of Mannar, South of Tuticorin in Block CY-OSN-2009/2, India referred to as the Contract Area in accordance with the drilling program.

The Block CY-OSN-2009/2 of 1621 Sq. Km area has been awarded by the Ministry of Petroleum & Natural Gas (MOP&NG), Govt. of India, under its New Exploration Licensing Policy (NELP) round VIII, to the consortium of Oil India Limited (OIL), A Govt. of India Enterprise (with 50% stake as the Operator) &

OIL and Natural Gas Corporation Limited (ONGCL) with 50% stake as the partner for the Block.

F. Well Details:

The position of the identified firm Location is furnished below:

- Location name: Loc 4A
- Water Depth : 400m (approx.)
- Target Depth: 5200m (BML)
- Lat: 08°56'47"N
- Long: 79° 04' 57" E
- Expected pore pressure at TD is 11.5pp EMW
- Expected BHT at TD -270° F
- Presence of H₂S & CO₂ - Unlikely

G. PROPOSED CASING PROGRAM (SUBJECT TO CHANGE)

Table 1: Casing Program

Water Depth = 400m

RKB to MSL= 25m

	Casing Size (inch)	Hole Size (inch)	Shoe Depth from RKB (m)	Casing Grade	Weight (PPF)
H. Tentative Mud Program:	36 jetting Casing	jetting hole	500	X56	553
	20" hole	26" hole	1200-	X56	133
	20" hole	26" hole	1400	Sea water & sweeps	
	20" hole	26" hole	17.1/2" x 22" x 16"	9.3 to 9.8ppg SOBM	
	20" hole	26" hole	14.3/4"x 17.1/2"x 13.5/8"	9.8 -10.4ppg SOBM	
	20" hole	26" hole	12.1/4" hole x casing	11.0-11.4ppg SOBM	
	20" hole	26" hole	8 1/2" hole x 7" casing	11.5ppg SOBM	
	20" hole	26" hole	15.5/8" / 6" Hole x 4.1/2" Csg	11.5 ppg SOBM	
	16	Hole open from 14.3/4' x22"	1800-2000	P110	84
	13.5/8	12.1/4" x17.1/2"	2900-3100	P110	88.2

Annexure-III

Appendix- 1

7	8.1/2	5600	P110	32
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1. The Bidder shall be required to provide an Anchor moored Drillship/Semi-submersible Drilling unit along with equipment conforming to the broad technical

2. The detail requirement of the Drilling unit (MODU) with associated tools/equipment and services is given in the subsequent paragraphs. The well is to be drilled vertical in nature however if required side tracking hole may be required to reach target depth.

The well depth is expected to be around 5600m (including the water depth of 400m). The depths of the well may somewhat increase or decrease at the discretion of the Company within the rated capacity of the rig.

3. Capable and experienced rig crew personnel as per tender document

4. Remote Operated Vehicle (ROV) along with crew for operation in water depths up to 500m

5. Real Time Data from Rig to Operator's onshore base

6. H2S services (On Call-out)

7. To take-up the job in accordance with the various articles and Schedule of Responsibilities.

Technical Deliverables and other details

1.0 To drill the above deepwater offshore well in Gulf Of Mannar ,the Operator is inviting suitable offers from prospective bidders to hire one (1) no Drilling Rig unit (MODU) either anchor moored Semi- submersible or anchor moored Drill Ship capable to drill in above water depth and Target depth of the well.

The detail requirement of the Drilling unit (MODU) with associated tools/equipment and services is given in the subsequent paragraphs. The well is to be drilled vertical in nature however if required side tracking hole may be required to reach target depth.

The well depth is expected to be around 5600m (including the water depth of 400m). The depths of the well may somewhat increase or decrease at the discretion of the Company within the rated capacity of the rig.

2.0 The Bidder shall provide the services of 1 (one) no. of Anchored Moored offshore Drilling Rig (MODU) Package along with all necessary equipment and personnel as listed and to carryout drilling operations including but not limited to coring, round tripping, lowering & setting of casings, completion, abandonment, Production testing as and when required, and all other associated operations including, rig move, anchoring/de-anchoring and inter-location movement etc. in accordance with the Work programme to be furnished by the Company before commencement of the operation, which may be amended from time to time by reasonable modification as deemed fit by the Company.

Apart from this, the Bidder shall also provide spares for the entire rig package, tools and equipment, lubricant and shall carry out drilling with tools & expert supplied by the Bidder. The Bidder shall keep adequate stock of spares at all time for uninterrupted progress of work and make available all items listed in this document ready for use.

Bit programme, Mud programme, Casing policy based on the well design and drilling programme will be decided by OIL.

3.0 Bidder's Equipment and Procedures

1. Bidder to ensure that the Drilling Rig and all associated equipment furnished by the Bidder under this Contract meet the requirement of

Classification society, Indian Statutory/Regulatory requirement at all time during the Contract period.

2. Drilling unit shall comply with applicable Petroleum and Natural Gas (Safety in Offshore Operations) Rules, 2008. The Rig needs to obtain fitness certificate of Drilling rig, meeting requirements of Oil Industry Safety Directorate (OISD) Bidder to note that **Rig shall not be accepted unless "consent to operate" from Oil Industry Safety Directorate (OISD) is in place prior to start of operation.**

2.1 Bidder may note that OISD is a technical directorate under the Ministry of Petroleum and Natural Gas (MoPNG), Government of India, that formulates and coordinates the implementation of a series of self regulatory measures aimed at enhancing the safety in the oil & gas industry in India.

2.2 It is a mandatory requirement to submit all relevant documents required under Schedule IV and other applicable rules for compliance of Petroleum & Natural Gas (Safety in Offshore Operations) Rule 2008 issued by MoPNG, including Guidance Notes for compliance are available on OISD website **www.oisd.gov.in**. Bidder, through Operator OIL, needs to obtain a "Consent to Operate" from OISD prior to start of operations offshore. Hence, Bidder to ensure submission of all documents at least 45 days prior to start of Operations.

2.3 Bidder is advised to take note of all the requirements of OISD for the rig from the OISD official website prior to start of operations and during the Contract period.

2.4 OISD guidance on Well Control Equipment, specifically, is given in Appendix

2.5 Bidder to note that OISD "Consent to Operate" involves the Close-out report of the final Rig acceptance by OIL nominated Third Party Inspector (TPI), Bridging document as part of Schedule IV of OIL and Bidder HSE Management system and other elements like but not limited to:

- Rig moving, rig positioning and station keeping and Riser and Mooring analysis
- Drilling recommended practices, including tripping, reaming, tight hole, stuck-pipe, lost circulation, flow checking, kick detection, well shut-in and monitoring;
- Assessment of BOP minimum requirements, including activation systems and ram configurations for each stage of drilling operations;
- Rigging up and rigging down BOP systems, including prior risk-assessment and mitigation;

- Pressure and function testing of BOP and diverter systems, wellheads and casing;
- Well control operations including the use of trip tanks, stripping strip tanks, diverter systems;
- Assessment of non-routine drilling operations;
- Emergency procedures during adverse weather conditions;
- Emergency procedures for gas, fire, blowout;
- Emergency procedures for man overboard, rig evacuation, flooding of compartments, damage stability, stability control, emergency actions following power and control system failure, including measures for survival, etc.

2.6 Bidder will ensure that the rig equipment and accessories comply with the regulatory requirements in the operating Area and the Industry Recommended Practices. Bidder shall follow all statutory guidelines and recommended practices as per OISD and API standards.

2.7 OIL shall, prior to the Commencement Date, conduct a Pre-Spud Meeting.

This meeting will be held in New Delhi India on a date to be mutually agreed.

It is expected to last for one (1) full day and will be attended by Senior OIL, Bidder and Third Party Service OIL personnel. Required attendees from Bidder's side will include at a minimum the Rig Manager, Rig Superintendent(s), and Safety Officer(s) and senior rig leadership like OIM/Captain/ToolPusher

OIL shall, prior to spud of each well, provide Bidder with a Drilling Programme together with any supporting design that OIL considers relevant to the performance and safety of the drilling operations. Bidder shall prepare and submit to the OIL a drilling programme review, which shall include the following:

- Pre-spud check list.
- Drilling activity programme showing the anticipated sequence of operations detailed at Bidder level, including diverter and BOP installation and pressure test proposals, wellhead installation and pressure test proposals and any other relevant procedures.

- Contingency programmes detailing the procedures for handling unplanned events, e.g. Shallow gas, Kick etc.

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Annexure III
Appendix-1
Exhibit 2

REMOTE OPERATED VEHICLE (ROV)

The Bidder shall provide a complete work class ROV, Personnel and Services to support deep water drilling operations in water depth up to 500m. The offered ROV, Personnel and Services shall be capable of providing uninterrupted drilling support and performing work tasks as detailed below on continuous basis as and when operation demands.

1. Work Tasks:

The offered ROV should be capable of performing the following minimum tasks:

Sl. No.	Work Tasks
1	Seabed inspection for inclination and debris
2	Recording of events in PAL/VHS or advance format
3	Observe bulls eye
4	Assist in Spudding the well
5	Monitor different drilling activities
6	Monitor return during cementation and displacement, Collect cement samples and measure distances
7	Observe shallow gas / shallow water flow during drilling
8	Assist with drilling activity
9	Assist in re-entry of Drill String, Casing, Setting guide bases
10	Assist while running and landing casing and guide bases
11	Observe and assist during Running and pulling out of BOP & LMRP

Sl. No.	Work Tasks
12	Observe and record leaks in hydraulic system
13	Assist in cement top up job
14	General inspection and cleaning
15	Cut wire ropes and soft slings
16	Removal of protection caps and covers
17	Provide hot stab BOP intervention system for minimum 3 functions including all the suitable tools, fittings, male & female steps and manifold and intervention pump etc. The output pressure of the step should be adjusted within the operating pressure range of the BOP control unit of the rig over ambient pressure.
18	Install and remove AX, VX, Laurent ring gaskets and other minor repair jobs
19	Operate ROV hooks and shackles
20	Operate mechanical locking mechanisms with manipulator
21	Operation of various valves with manipulator
22	Inspect and clean guidepost receptacles if required
23	Install and retrieve guideposts and guide wires if required
24	Inspection and cleaning of wellhead
25	Observe and assist when running and recovering various equipment and tools.
26	Locate and recover lost items
27	Current Recording
28	Temperature Recording
29	Laying and retrieval of Transponders
30	Any other Sub - sea related tasks felt necessary by Operator for drilling and completing wells efficiently

2 ENVIRONMENTAL PARAMETERS

The ROV and the launch and recovery system should be capable of launching ROV, undertaking operations as required and recovering the ROV in operating environmental conditions of drilling rig.

3. EQUIPMENT SPECIFICATIONS

The ROV shall be capable of completing the Scope of Work as mentioned above under the specified condition and shall include, but need not be limited to the equipment and features as under:

3.1 MANIPULATORS

1x7 function manipulator

1x5 function manipulator

(2x7 function will also meet the requirement)

3.2 CAMERA

2x colour and 1x black & white low light video camera with pan & tilt

3.3 SCANNING SONAR SYSTEM

Lighting system adjustable to suit the range of under water visibility.

Depth sensor accurate to +/- 0.5 m

Certified explosion proof color video monitor for drill floor to allow observation

3.4 Tether Management System (TMS) & Cage

3.5 Probe to measure temperature

3.6 Current Meter

Note: Bidder shall furnish complete technical details about the proposed ROV, current meter, probe to measure temperature and environmental parameters up to which the system can be deployed & used.

4. ACTUAL JOB EXECUTION

- a. Bidder shall undertake all the jobs but not limited to as mentioned in scope of work by providing a suitable ROV & services, associated equipment, required tools and personnel.
- b. Bidder shall be solely responsible for equipment, materials and supplies, for its adequacy, inspection, testing, maintenance and replacement and shall also provide all necessary software and/or programs required for the proper performance of the Work.
- c. Bidder shall maintain adequate stock of spare parts and consumable for the ROV systems on board the rig to ensure continuous operations.
- d. Bidder shall engage minimum 1 x supervisor & 2 x technicians on board the rig for safe & uninterrupted operation of ROV during the entire duration of contract.
- e. Bidder shall maintain ROV and equipment at his cost and shall always keep his equipment in good working condition.
- f. Bidder shall make arrangements to supervise any ROV services related material movement at Operator base as & when required.

Note:

In the event of loss or unrecoverable ROV for whatever reason, the Bidder shall provide at his cost, a replacement to complete the scope of work.

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Annexure III
Appendix-1
Exhibit 3

COMMUNICATION (Voice and Data)

It shall be the turnkey responsibility of the Bidder to provide Voice and Data Communication between the Drilling Rig and Operator base office at New Delhi. Functional requirement of Voice and Data Communication between the Drilling Rig and base office shall be as follows:

1. Voice and data Communication shall be through VSAT either 'extended C band' or 'KU band'. The Bidder shall arrange necessary equipment including cabling, routers, interfaces and firewalls (wherever required) at base offices and the Drilling Rig ends, WPC/SACFA clearances and all other Government, DOT (Ministry of Communications) formalities without involving Operator. However, if required, Operator shall provide requisite letters for the authorities. Installation, commissioning and maintenance of the VSAT equipment including antennae at all ends shall be the responsibility of the Bidder. Fast auto tracking antenna at the Drilling Rig end is required to provide un-interrupted

communication to take care of roll and pitch of the Rig and inclement weather conditions.

2. A two way IP based VSAT network service in a secured Closed User Group (CUG) configuration for Operator and also a backhaul link from the Bidder's Hub to Operator offices, mentioned above, shall be the responsibility of the Contactor.
3. Online Data communication shall cater to the need of drilling, well logging, Mud Logging and LWD data transmission, e-mail, Internet and Intranet applications, for which adequate bandwidth should be planned. A minimum bandwidth of 128 kbps with a provision of enhancement in steps of 32 kbps should be available. Provision of additional bandwidth of 128 kbps should be available to cater to the requirement of SCADA data transmission, if applicable, and other special requirements. 2-3 nodes are to be established at Operator offices for data communication.
4. Voice Communication at the Drilling Rig shall be for 6–8 users. At the Rig end, a Mini EPABX System, initially configured for 6–8 users but supporting additional 6-8 subscribers shall be provided.

Similar arrangements shall be made at the base offices. Interfacing voice circuits of VSAT with the above referred Mini EPABX Systems and providing connectivity to the extensions desired by Operator shall be the responsibility of the Bidder.

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Annexure -III
Appendix-2
Exhibit-A

**TECHNICAL SCOPE OF WORK & INFORMATION TO BE PROVIDED BY
BIDDER**

1 o	Equip ment / par amet er	OIL Minimum Technical Requirement	De to Te re
	Type/d etails of Rig	<p>1. The Anchor Moored Mobile Offshore Drilling Unit (MODU) should be an Anchor Moored Semisubmersible/Drillship and capable of operating in the Indian offshore environment as specified and drilling depth as specified.</p> <p>2. Bidder to confirm that Survey/Recertification requiring docking of the Drilling Unit should not fall within the Contract period.</p> <p>2.1. Bidder to provide the updated and latest Class Survey report</p> <p>2.2 Bidder to confirm where the Rig is going to be mobilised from and its present location along with ongoing contract details</p> <p>3. The rig shall be capable of drilling deep water wells with Synthetic Oil Based Mud (SOBM) system.</p>	<p>Ge</p> <p>Bid</p> <p>1.</p> <p>2.</p> <p>3.</p> <p>4.</p> <p>5.</p> <p>6.</p> <p>7.</p> <p>8.</p> <p>a.</p> <p>b.</p> <p>c.</p> <p>d.</p> <p>9.</p> <p>10.</p> <p>11.</p> <p>12.</p> <p>13.</p> <p>14.</p>
	Water Depth and Rig partic ulars	<p>1. The rig should be capable of working in water depth range up to 500 meters in the Indian offshore environment as specified.</p> <p>2. Moon Pool (ft X ft):Minimum clear opening of 15 ft X 15 ft required</p>	<p>Op Ca</p> <p>(a)</p> <p>De</p> <p>(b)</p> <p>(c)</p>

5. Rig should have adequate and separate high-pressure air system for the entire Rig Motion Compensating System for the drilling depth and water depth as specified in the SOW.
 6. Rig needs to have Emergency Shutdown System (ESD) as per the rig specific MODU code and requirement of Classification society.
 7. Rig needs to have suitably powered and distributed emergency generator as per the rig specific MODU code and requirement of Classification society. Bidder to specify the number of functions that could be carried out by the Emergency Generator.
 8. As a minimum, Rig emergency power system should be able to run the Trip Tank, at least one Mud transfer pump to be able to provide water/mud to Cement unit, one BOP Control system motor
 9. Bidder to provide last updated Engine and Power management system maintenance and repair records.
- | | | |
|--|---|----------------------------------|
| <ol style="list-style-type: none"> 1. Variable Deck Load & Draft 2. Bulk Capacities 3. Bulk Loading Station | <ol style="list-style-type: none"> 1. Rig should have sufficient Variable Deck Load (VDL) capacity. To Provide details of VDL during: Drilling/Transit/Survival. Bidder to provide relevant sections from the Marine Operations Manual on VDL and other load characteristics. Minimum Drilling VL required is 3500t 3. The unit should be capable of storing well consumables, casing pipes, chemicals and other bulk material in addition to rig equipment, material and Third party equipment to allow uninterrupted operations. | <p>Bi
VL
sta
rec</p> |
|--|---|----------------------------------|
2. Rig should have a storage space for the following to allow uninterrupted operations in the

4. Vacuum degasser of 800 to 1000 GPM capacity.

5. Poor Boy/ Mud gas Separator with Gas discharge line of at least 10 inch going to the Crown block for safe discharge and liquid seal of at least 15 psi.

6. Screen Washer: High Pressure, low volume water spray system for WBM and HP low volume water or base oil screen spray system

7. SOBM Containment

Rig shall be equipped with required equipment to contain SBM spills & discharge in the following areas:

1. Drains
2. All tanks & valves
3. Pumps & packings
4. Pit room areas
5. Pump room areas
6. Drill floor areas
7. Shale shaker areas
8. Boat offloading / back loading

Rig should also be equipped with all appropriate SBM spillage recovery equipment (mud vacuums) & all required high pressure wash down equipment at shale shaker area.

8. The elastomers of the rig mud pumping and processing system should be suitable for SOBM as per standard industry practice

9. Centrifuge: Two Nos of Centrifuges each capable of handling 250 GPM of mud, one to act as a Barites recovery unit and the other to remove low gravity solids.

Bowl size – 14 inch to 18 inch

Bowl speed (rpm) – 3000 or more (variable)

Feed Volume – Up to 250 GPM

9. Cutting Drier and Augur

Rigs should be equipped with Verti G Cutting Drier capable of reducing oil on cuttings to less than 10%.

- Cuttings handling capacity – Min 60 Tons/hr.)

	API	
	15. Choke & Kill Manifold: Sour treated/H2S trim, 15M RWP C & K manifold and lines along with Control Panel as per API standard.	
	16. BOP Test Unit: Unit to be capable of testing the 15000 psi stack and should have chart recorder.	
	17. Rig to be equipped with BOP handling system and Moon pool size so as to be able to safely run in and pull out main BOP stack, Industry standard Mud Mats and other subsea wellhead components and well testing equipment. Minimum Moon pool opening should be 15ft X 15ft.	
	18. Inside BOP, Landing Sub & Drop-in check valves & Drill Pipe Safety Valves of 10000 psi RWP (2 nos each) for the main drill pipe and Landing string of the Bidder.	
Compe nsation System	<p>1. Bidder to provide documentary evidence that the compensation system is adequate for the water depth mentioned and other requirement for station keeping/ riser management/others as applicable.</p> <p>2. Details of the separate system of HP Compressors to be provided.</p> <p>3. Bidder to provide details of Guideline and Pod line tensioners as per its Operations manual.</p>	Bi de Eq
Motion Compe nsation system	<p>1. The Rig should be equipped with Drill String Active type Motion Compensation System</p> <p>Minimum locked hook load rating of 500 T or more as per drilling depth capacity</p> <p>Minimum compensated Capacity of 600,000 lbs or more.</p>	Bi de Eq
	Minimum Compensation System	

countersunk and flushed with tool joint and minimum inspection as per DS1, category IV.

1.6 Crossovers

All Substitutes matching to Bidder's drill string, fishing tools and Bidder supplied equipment and for bits, as per the Casing Policy to be used. Complete list of Substitutes to be submitted along with Technical bid.

There should be minimum two no. of each substitute including Saver Sub and bit subs. The bit sub should be bored for float valves.

Bidder to provide float valve compatible with different sizes of bits

1.7 Bit Breakers

Suitable Bit Breakers for bits like, but not limited to, 26", 17½", 14-3/4", 12¼", 8½", 6" and 3.3/4" Bits.

2.0 Drilling Jar and Bumper Sub

Minimum 2 numbers of Drilling Jars and Bumper Subs each for 8", 6 ½" & 4.¾" having compatible connections to the Bidder provided tubulars.

3.0 Hole Openers

Hole Openers with cutter selection for Top hole section drilling and "Bull nose" options:

i) Concentric Hole Openers – 42"

Tubular
Handling
Tools

1. Bidder to ensure that the rig is equipped with all necessary **(two of each size)** Elevator, Slip, Tong, Power Tong, Pipe Spinner, Safety Clamp, Elevator Link, etc. for Bidder's tubulars are always available on board as per the drilling and casing plan as specified

2. There should be at least 2 sets of Drill Pipe Elevators with 350/500

Indicative, but not limited to, applicable API standards:

Communication Equipment	<p>Standards for all on-board personnel.</p> <p>1. Adequate communication equipment as per the requirement of International Marine regulation and practices are to be provided with the unit for the following</p> <p>(a) Rig to Shore base communication.</p> <p>(b) Short range field communication.</p> <p>(c) Ground to air communication.</p> <p>(d) Emergency distress communication.</p> <p>(e) Rig P & A system</p> <p>(f) Facsimile, Telex equipment.</p> <p>(g) E-mail</p> <p>(h) Photocopier</p>	Bi
Data Acquisition Recording & Transmission System	<p>1. Rig should be equipped with advanced drilling data acquisition: Recording and Transmission system with capability of Real time transmission of all drilling and vessel positioning data to base at OIL designated offices at Delhi/Duliajan.</p> <p>The system will also be required for real time transmission of data Mud Logging/Wire line Logging/LWD/MWD and well testing data.</p> <p>Note: Please refer to Exhibit 3 for full scope of work.</p>	Bi
Air Conditioning system	<p>Suitable ventilation and air-conditioning system. Please provide the HVAC plan of the rig.</p>	Bi
Environmental and Pollution control	<p>Unit should be near-Zero discharge and rig specific plans for waste containment for Mud/Dirty oil and others like Suitable Sewage Treatment Plant to be provided.</p>	Bi
Miscellaneous	<p>Bidder should provide the Class approved rig specific Garbage Management Plan (GMP), SOPEP and any other relevant data</p> <p>1. Welding Gensets, Gas Cutters, Torches and accessories.</p> <p>2. Cargo nets, cargo boxes,</p>	Bi

Note : Bidder shall provide details of equipment as per IADC STANDARD FORMAT EQUIPMENT list.

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Annexure III
Appendix 2

Exhibit-B

Technical specification of ROV and associated equipment

1. ROV System General

API Spec 4E	Specification for drilling and well serv
API Spec 4F	Specification for drilling and well serv
API RP 2D	Operations and Maintenance of Offsh
API Spec 5CT	Specification for casing and tubing specs 5A, 5AC, 5AQ and 5AX - Casing
API Bull 5C2	Bulletin on performance properties o pipe
API Spec 5D	Specification for drill pipe (combinat drill pipe requirements)
API Bull 5A2	Bulletin on thread compounds for cas
API RP 5A5	Recommended practice for field in tubing and plain end drill pipe
API RP 5C1	Recommended practice for care and u
API Spec 6A	Specification for valves and well head
API Spec 6D	Specification for pipeline valves (steel valves)
API Spec 7	Specification for rotary drilling equipr
API Spec 7B- 11C	Specification for internal-combustion oil field service
API Spec 7F	Specification for oil field chain and sp
API RP 7G	Recommended practice for drill st limits
API Spec 7J	Specification for drill pipe/casing pro
API Spec 8A	Specification for drilling and producti Specification for drilling and produ

.1 Description	Specification
<p>Weights (maximum)</p> <ul style="list-style-type: none"> -Vehicle -Tether Management System/Cage -Umbilical Winch -Control Container -Handling System -Aux. Power Pack/Clean Power Unit <p>Areas classification (zone 1 or 2)</p> <p>Power supply and requirement:</p> <ul style="list-style-type: none"> -Vehicle -Tether management system -Umbilical winch -Control container -Handling system <p>Maximum total power consumption/requirements</p> <p>Maximum total deck space requirements</p> <p>Main Electric power supply</p> <p>Voltage</p> <p>Amperage</p> <p>Frequency</p> <p>Fault rating (max short circuit current equipment is designed for)</p> <p>Operating Water Depth</p> <p>Operational radius</p> <p>Limiting operational conditions (weather parameters):</p> <p>Wind speed</p> <p>Wave height, maximum</p> <p>Wave period</p> <p>Current speed</p> <p>Vessel heave</p>	

2. Vehicle

.1 Description	Specification
Manufacturer/type	

Maximum Dimensions -length -width -height Frame Payload Vehicle frame carrying load (under slung) Depth rating Auto control and sensing system: Auto heading: Auto depth: Auto altitude : Auto roll control: Auto pitch control:	
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3 Main Hydraulic power System

.1 Description	Specification
Hydraulic Power Unit (output power) HP

4 Buoyancy

.1 Description	Specification
Fixed buoyancy -payload Variable buoyancy (y/n) -payload Propulsion: Forward thrust/speed (kg / m/s) Aft thrust/speed (kg / m/s) Vertical thrust/speed (kg / m/s) Lateral thrust/speed (kg / m/s) Turning rate (Degree/s) Thrust/lifting capacity in front of vehicle No. of thrusters and positions	

5 Right hand manipulator

.1 Description	Specification
Manufacturer Type	

Construction Control method No of functions Horizontal reach Vertical reach below lowest part of ROV Lift capacity at full extension Push/pull force capacity Claw rotation torque Claw grip force Claw capacity - Outer diameter of handles and tubular	
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6 Left hand manipulator

.1 Description	Specification
Manufacturer Type Construction Control Method No of functions Horizontal reach Vertical reach below lowest part of ROV Vertical Reach upwards from lowest part of ROV Lift capacity at full extension Push/pull force capacity Claw rotation torque Claw grip force Claw capacity - Outer diameter of handles and tubular	

7 Television System

.1 Description	Specification
Resolution at surface monitor/video recorder Low light camera -Type -Light sensitivity -Resolution -Focus Control Pan and tilt camera (colour)	

.1	Description	Specification
	-Type -Light sensitivity -Resolution -Focus Control Manipulator camera -Type -Light sensitivity -Resolution -Focus Control Utility camera (y/n) -Type -Light sensitivity -Resolution -Focus Control Still picture camera Moveable arm for pan & tilt unit	

8 Lighting

.1	Description	Specification
	No. of lights-vehicle Lighting capacity-vehicle No. of lights manipulator Lighting capacity-manipulator	

9 Sonar

.1	Description	Specification
	Manufacturer Type Frequency Range Scanning sector Scanning speed	

10 Sensors & Equipment

.1 Description	Specification
Altimeter Pitch/Roll sensors Compass/Gyro system Emergency flasher Emergency locating pinger/beacon Mini-transponder Monitor, cable and signals to be transferred to drill floor Monitor, cable and signals installed in Operator office Brackets for mounting additional equipment like current meter etc.	

11 Umbilical

.1 Description	Specification
Type/manufacturer Length Diameter Construction Weight Breaking strength Cable insulation material Conductors Telemetry Video Spare conductors Is the umbilical redundant with regards to signal and power capacity	

12 Control Cabin

.1 Description	Specification
Maximum dimensions	

.1	Description	Specification
	-length -width -height Area classification Control console No. of video monitors and type No. of VCR's and type Video timer Computerized video/photo handling w/printer Colour printer Ground fault detection/shutdown system	

13 Umbilical Winch

.1	Description	Specification
	Maximum dimensions -length -width -height Manufacturer Line pull Line speed Brake (manual/auto) Storage (on drum) Remote control (y/n) Active heave compensator	

14 Tether Management System

.1	Description	Specification
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Manufacturer/type Maximum dimensions -length -width -height Tether length Cameras (no. and type) Pan/tilt Lighting Power pack Thrusters for propulsion and station keeping Gyro compass	
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15 Aux. power pack/clean power unit

.1 Description	Specification
Aux. power pack/clean power unit (Y/N) Type Maximum dimensions -length -width -height Manufacturer Area classification	

16 Current Meter

.1 Description	Specification
<u>Make</u> Type Dimensions Weight Operating Depth Range Operating temperature range Current measurement <ul style="list-style-type: none"> - Sensor - Range - Precision Direction <ul style="list-style-type: none"> -Sensor Type 	

<ul style="list-style-type: none"> - Range - Precision Memory Current Recording Frequency Battery life	
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17 Probe to measure Temperature

.1 Description	Specification
P Make Type Dimensions Weight Temperature Range Precision Memory Water depth rating Battery life	

18 Any additional Specifications

.1 Description	Specification

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Annexure III
Appendix 2
Exhibit-“C”

(Design Parameters)

PARAMETERS	SURVIVAL CONDITION	OPERATING CONDITIONS	TRANSIT CONDITIONS
Air Gap/Draft			
Max. wave height: ft			
Max. wave period: sec			
Max. wind velocity: kts			
Max. current velocity: kts			
Max. heave (double amplitude): ft			
Max. pitch (Single amplitude): degrees			
Max. roll (Single amplitude): degrees			

Operating Limitations for Rig

Operation	Heave (m) (Double Amplitude)	Pitch ° (Single Amplitude)	Roll ° (Single Amplitude)	BOP Flex Joint Angle (°)
Normal Drilling or Tripping				
Landing/Running/Pulling BOP and X-Mas Tree				
Logging, Coring and Fishing				
Running Casing				
Well Testing				
Disconnect/Reconnect LMRP				
Running/Setting Subsea Templates				
Running Subsea Manifolds				
Crane Operation				

Operating Limitations for ROV

Operation	Heave (m) (Double Amplitude)	Pitch ° (Single Amplitude)	Roll ° (Single Amplitude)	Sea Current (Knots)
ROV Launch and Recovery				
ROV Operation				

Note: Relevant sections from the Rig specific Marine Operations Manual to be attached

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Annexure III
Appendix 3

**(SCHEDULE OF RESPONSIBILITIES FOR DRILLING EQUIPMENT
MATERIALS, SUPPLIES AND SERVICES)**

Sr.No.	Description	Provided by		At Cost of	
		Company	Bidder	Company	Bidder
A.	UTILITIES				
1.	Fresh water for drilling/ cementing and wash down of Bidder's equipment.	X		X	
2a	Potable water in excess of rated capacity of distillation equipment	X		X	
2b.	Potable water in case of short fall in generating up to rated capacity of distillation equipment (s) installed on rig including transportation charges.	X			X
2c.	In case water maker is not able to produce potable water due to in-	X		X	

Sr.No.	Description	Provided by		At Cost of	
		Company	Bidder	Company	Bidder
	concentration of silt, sea bed condition which has to be duly certified by third party.				
3a.	Diesel fuel for all equipment of the drilling unit (upto quoted value as per clause ____ of Contract).	X		X	
3b.	Diesel fuel for all equipment of the drilling unit beyond 3a above including transportation charges		X		X
4.	Thread dope for Company's tubular equipment.	X		X	
5.	All cement, mud, chemicals and additives including base oil and special drilling and completion fluids.	X		X	
B.	TRANSPORTATION				
1.	All marine transportation required for Bidder's and Company's equipment, supplies, fuel, drill water, potable water, consumables and personnel between Company's shore base and Drilling Unit, subject to A . 2(b) and A.3b above.	X		X	
2.	Supply vessel for Company's & Bidder's requirement in the area of operation including standby vessel for safety of well, crew and	X		X	

Sr.No.	Description	Provided by		At Cost of	
		Company	Bidder	Company	Bidder
	Drilling Unit during operations.				
3.	All Air/Sea Transportation of the Bidder's personnel as per Appendix 5 from the Company's shore base/nearest National Airport (whichever is nearer to Drilling Unit) to Drilling Unit and back.	X		X	
4.	Marine transportation if required for offloading Bidder's shore base supplies and equipment from Drilling Unit after commencement of contract and for loading shore base supplies and equipment up to termination of contract.	X		X	
4a.	Air transportation of the Bidder's personnel as per Appendix-5 between rig to shore base in case of medical emergencies provided the emergency is certified by the rig medical doctor and company Tool Pusher	X		X	
C.	MAINTENANCE SUPPLIES & SPARES				
1.	Repairs, parts & operating supplies for Company's equipment.	X		X	
2.	Repairs, parts for Bidder's equipment, including BOP except as otherwise specified.		X		X

Sr.No.	Description	Provided by		At Cost of	
		Company	Bidder	Company	Bidder
D.	WELL EQUIPMENT				
1.	All casing & tubing to be used in wells.	X		X	
2.	Subsea Wellheads and accessories including running tools	X		X	
3.	Bits and Directional/deviation drilling tools, equipment and services.	X		X	
4.	All production and completion equipment	X		X	
E.	THIRD PARTY SERVICES				
1.	Cementing Bulk/Consumables/Floats and others except Cementing Unit/Batch mixer and other handling tools as specified in Appendix2/Exhibit A of the technical scope of work	X		X	
2.	Electro Logging Unit and Services	X		X	
3.	Mud Engineering Services.	X		X	
4.	Mud logging Unit and Services.	X		X	
5.	Well Testing (SSTT+PTS) Equipment and Services	X		X	
6.	LWD, MWD & Mud Motor Services	X		X	
7.	H ₂ S Equipment and Services		X	X	
8.	Weather forecasting Services		X		X
F.	SERVICES				

Sr.No.	Description	Provided by		At Cost of	
		Company	Bidder	Company	Bidder
1.	All permits and licenses for Radio.	X		X	
2.	All permits and licenses required for drilling site and to permit access thereto and egress there from required.	X		X	
3.	Location approval or any other similar formality from Bidder's underwriters.		X		X
4.	Security & Naval Defence Clearance of Drilling Rig & its Equipment, Vessels & Bidder's personnel from Ministry of Home & Defence, DRDO, IB, Police and other Government agencies as required.		X		X
5.	Meeting all class requirement, safety/statutory regulations of India like Customs, DGCA, DG Shipping, OISD (Consent for Operation) etc, ISM Code compliance in case of drill-ships		X		X
G.	MISCELLANEOUS				
1.	Lubricants, Grease, Hydraulic operating fluids and additives for the drilling unit and all Bidder's equipment in accordance with manufacturer's specification and recommendation.		X		X

Sr.N o.	Description	Provided by		At Cost of	
		Compa ny	Bidder	Company	Bidder
2.	All personnel, safety equipment for personnel on board the drilling rig.		X		X
3.	Mud pump pistons and liners.		X		X
4.	Labour on the Drilling Unit to load and unload all Bidder's and Company's equipment, materials.		X		X
5.	Overtime beyond normal Work Schedule, meal and accommodation for personnel when required by Company for any reason including transportation delays.		X		X
6.	Office for Bidder's personnel and space for Bidder's materials at Company's shore base.		X		X
7.	All Radio communication equipments.		X		X
8.	a. Cementing unit and Cement mixing pumps including rental charges, if any		X		X
	b. Cementing Operator for the cement unit as per 8a		X		X
9.	Repair, maintenance, cost of spares and modifications to Cementing Unit.		X		X
10	ROV Services		X		X
11	Location survey and marine survey, if any		X		X

Sr.No.	Description	Provided by		At Cost of	
		Company	Bidder	Company	Bidder
	required in addition to being carried out by Company, by Bidder/Bidder's underwriters.				
12	Transfer hoses and its replacements.		X		X
13	Mooring lines and its replacements.		X		X
14	Catering including meals, accommodation for Operator/ Operator's third party personnel on board the rig at US\$ 15/- per person per day for boarding and lodging or in case a person does not stay overnight on rig and takes only meal(s), US\$ 6/- for individual meal.		X	X	
15	Medical services (first aid only) on board the Drilling Unit for all Company and Company's third party personnel.		X		X
16	All equipment and services not specified herein.	X		X	

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Annexure-III

Appendix 4**Rate of Deduction for Short Deployment for Rig Crew Personnel**

Sl. No.	Category	Min. Crew on board in 2 shifts	Short Deployment Rates (in US \$)/day
1.	Drilling Suptd. (Rig Manager)	1 (rig/base)	1200
2.	OIM (Offshore Installation Manager)	1	1000
3.	Tool Pusher	1	800
4.	Tour Pusher/Night Tool Pusher	1	800
5.	Captain/Barge Engineer	1	1000
6.	Chief Engineer (Marine)	1	800
7.	Chief Mechanic	1	750
8.	Chief Electrician	1	750
9.	Subsea Engineer	1	750
10.	Asstt. Subsea Engineer	1	500
11.	Driller	2	500
12.	A/Driller	2	350
13.	Derrickman	2	200
14.	Floorman/Roughneck	8	150
15.	Crane Operator	2	150
16.	Roustabout	10	100
17.	Maintenance/Seamen	5	100
18.	Asstt. Electrician	2	200
19.	Welder	2	150
20.	Asstt. Mechanic	2	200
21.	Motorman	4	150
22.	Store Keeper	1	100
23.	Radio Officer	1	200
24.	Medico	1	200
25.	ROV Supervisor	1	500
26.	ROV Technician	2	300
27.	Safety Officer/RSTC	1	500
28.	NWKO,(N-C.V)/F.G.	1	400
29.	2nd Engineer MEO ClassIV/IV (NCV) with 2 year Exp	1	400
30.	Rating Forming Part of Navigation watch	2	200
31.	Deck rating	1	200
32.	E/R Rating	2	200
33.	Cementing Operator	1	400
34.	Solids Control Engineer	1	150

NOTE: The above Rate of Deduction is for 1st seven days only. Subsequently the Rate of Deduction will be double every week thereafter (for example in case of Tool Pusher for 8th day to 14th day: 1600 US\$ per day, for 15th to 21st day: 3200 US\$ per day and so on).

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Annexure-III
Appendix 5

LIST OF (PERSONNEL) CREW

1. The following is the minimum requirement. Bidder may have more personnel, if considered necessary but not more than 60/64. Bidder may deploy additional personnel for maintenance/ operations/ supervision/ training/ inspection for which their request will be considered on merit by Company. Helicopter services for such personnel subject to two nos. at any one time will be provided by Company at the time of crew change at no extra cost to the Bidder and no special sortie shall be provided for such additional personnel. Any person exceeding two nos. shall be transported by boats by Company on chargeable basis to Bidder. However NDA/Warranty / Class Surveyor (two at a time) shall be transported by helicopter at no cost to the Bidder.

Sr.No.	Personnel	Minimum present on board at any time for 2 shift operations
1	Drilling Superintendent	1 (on rig/base as required)
2	Offshore Installation	1
3	Tool Pusher	1
4	Tour Pusher /Night Tool	1
5	Barge Master/Captain	1
6	Chief Engineer (Marine)	1
7	Chief Mechanic	1
8	Chief Electrician	1
9	Subsea Engineer	1
10	Asstt. Subsea Engineer	1

11	Driller	2
12	Asst. Driller	2
13	Derrickman	2
14	Floorman/Roughnecks	8
15	Crane Operator	2
16	Roustabouts	10
17	Maintenance/ Seamen	5
18	Asstt. Electrician	2
19	Welder	2
20	Asstt.Mechanic	2
21	Motorman	4
22	Storekeeper	1
23	Radio Officer	1
24	Medico	1
25	ROV Supervisor	1
26	ROV Technician	2
27	Safety Officer/RSTC	1
28	Cementing Unit	1
29	Solids Control Engineer	1
	Total (Min. crew in case of non-self propelled Rig and for self-propelled Rig)	60
28	NWKO,(N-C.V)/F.G.	1
29	2nd Engineer MEO ClassIV/IV (NCV) with 2	1
30	Rating Forming Part of Navigation watch	2
31	Deck rating	1
32	E/R Rating	2
	Additional Marine Crew for self-propelled	7

2.0 Catering & House-keeping personnel as required but not to exceed the limit of 14 personnel

3.0 THE EXPERINCE OF KEY PERSONNEL SHOULD BE AS UNDER:

a) The experience of key personnel (Drilling Unit) should be as under:

Captain, Chief Mechanic, Chief Electrician, Radio Officer must have three years offshore experience in their respective position, out of which, at least one year should be on the type of Drilling Unit offered.

The OIM must hold current, internationally recognised certification as an Offshore Installation Manager.

Drilling Superintendent, Tool Pusher, Tour Pusher, Subsea Engineer, Driller, Assistant Driller must have three years offshore experience in their respective position in water depth more than 400 M (Cumulative year experience shall be taken into account for above purpose). The above experience should include at least one well in the water depth of 400 M or more.

Drilling Superintendent, Tool Pusher, Tour Pusher, Subsea Engineer, Driller and Assistant Driller should possess valid well control certificate of either IADC WellCAP or IWCF of respective level, First Aid Ticket/ H2S ticket.

- b) The ROV Supervisor should have minimum three years offshore experience in water depth more than 400 M. Out of this experience, at least one well should be of water depth 400 M or more.
- c) Medic should have at least three years experience as a registered medical practitioner and be a minimum MBBS degree holder.
- d) Cementing Operator should have at least 3 years experience in Deepwater specific Cement unit operations and practices
- e) Solids Control Engineer should have at least 2 years experience in operating Centrifuges/Cutting drier and other solids control equipment.

d) Training to the Crew personnel

- 1. All the crew members including catering personnel should have undergone Personal Survival Training (PST), Fire Prevention & Fire Fighting (FPFF) Training/Basic Fire Fighting Training (BFF), Elementary first Aid and Helicopter Underwater Escape Training (HUET). No personnel are allowed to go on offshore rigs without carrying out the above training.
- 2. Captain/Chief Officer should have undergone Helicopter Landing Operation Training (HLO).
- 3. At least two Roustabouts or Maint../Sea Men with HLA/OHETMC training shall always be available for helicopter operations.
- e) All above personnel should be fluent in English.
- 4. Bidder to ensure that all marine crew, in case of self-propelled rig, will have mandatory marine trainings as per Flag/rig specific/India Director General Shipping and Marine rules and regulations applicable in India.
- f) The details of all personnel i.e. CVs, proof of submitted within 30 days of the Letter of Award to commencement of Contract, whichever late Operator before commencement of the work.

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GENERAL METOCEAN CONDITIONS

1.0 Criteria Reference.

1. 1 Extreme Wind Speeds

Table 1.1.1 Extreme wind speeds: Extra- Tropical Revolving Storms, Return period 1- Year

DIRECTION (From)	U_{1hr} (m/s)	U_{15Sec} (m/s)	U_{5sec} (m/s)	U_{3Sec} (m/s)
Omni	14.9	19.8	21.4	22.2
N	10.1	13.5	14.6	15.1
NE	12.7	17.0	18.3	19.0
E	10.2	13.7	14.8	15.3
SE	8.1	10.8	11.7	12.1
S	9.1	12.1	13.1	13.6
SW	14.9	19.8	21.4	22.2
W	14.9	19.8	21.4	22.2
NW	14.9	19.8	21.4	22.2

Table 1.1.2 Extreme wind speeds: Extra- Tropical Revolving Storms, Return period 10- Years.

DIRECTION (From)	U_{1hr} (m/s)	U_{15Sec} (m/s)	U_{5sec} (m/s)	U_{3Sec} (m/s)
Omni	16.5	21.9	23.7	24.5
N	11.2	15.0	16.2	16.7
NE	14.1	18.1	20.3	21.0
E	11.3	15.1	16.3	16.9
SE	9.0	11.9	12.9	13.4
S	10.1	13.4	14.5	15.0

SW	16.5	21.9	23.7	24.5
W	16.5	21.9	23.7	24.5
NW	16.5	21.9	23.7	24.5

Table 1.1.3 Extreme wind speeds: Extra- Tropical Revolving Storms, Return period 100- Years

DIRECTION (From)	U_{1hr} (m/s)	U_{15Sec} (m/s)	U_{5sec} (m/s)	U_{3Sec} (m/s)
Omni	29.0	38.7	41.8	43.2
N	16.9	22.5	24.3	25.3
NE	22.4	29.9	32.3	33.5
E	23.3	31.0	33.5	34.7
SE	21.0	28.0	30.2	31.3
S	20.1	26.8	29.0	30.0
SW	23.8	31.7	34.3	35.5
W	29.0	38.7	41.8	43.2
NW	29.0	38.7	41.8	43.2

1.2 Extreme Wave Heights and Associated Parameters.

Table 1.2.1: Extreme Wave Heights & Associated Periods: Extra-Tropical Revolving Storms; Return Period 1-year.

DIRECTION (From)	H_s (m)	T_z (s)	T_p (s)	H_{max} (m)	T_{ass} (s)
Omni	4.0	6.5	8.5	7.8	8.6
N	1.7	6.1	5.9	3.3	5.9
NE	2.6	6.3	7.3	4.9	7.3
E	2.1	6.4	6.6	4.1	6.6
SE	2.1	9.4	11.2	3.9	11.2
S	3.2	9.6	12.1	6.1	12.2

SW	3.7	8.4	9.4	7.1	9.4
W	4.0	7.9	9.6	7.7	9.4
NW	2.9	6.8	7.8	5.5	7.8

Table 1.2.2 Extreme Wave Heights & Associated Periods: Extra-Tropical Revolving Storms; Return Period 10-years

DIRECTION (From)	<i>Hs (m)</i>	<i>Tz (s)</i>	<i>Tp (s)</i>	<i>Hmax (m)</i>	<i>Tass (s)</i>
Omni	4.6	6.5	9.0	8.9	9.0
N	1.9	6.2	6.1	3.7	6.2
NE	2.9	6.4	7.7	5.6	7.7
E	2.4	6.4	6.9	4.7	7.0
SE	2.4	9.5	11.2	4.5	11.3
S	3.7	9.9	11.7	6.9	11.8
SW	4.2	8.6	10.0	8.0	10.0
W	4.6	8.2	10.2	8.7	10.2
NW	3.3	7.0	8.3	6.3	8.3

Table 1.2.3 Extreme Wave Heights & Associated Periods: Extra-Tropical Revolving Storms; Return Period 100-years

DIRECTION (From)	<i>Hs (m)</i>	<i>Tz (s)</i>	<i>Tp (s)</i>	<i>Hmax (m)</i>	<i>Tass (s)</i>
Omni	7.3	6.6	10.9	14.1	10.9
N	5.6	6.4	8.8	10.9	8.9
NE	5.0	6.6	9.4	9.6	9.5
E	7.3	6.6	10.9	14.1	10.9
SE	5.6	10.3	11.5	10.4	11.6
S	5.9	11.4	10.4	10.9	10.5

SW	6.1	9.3	11.9	11.4	12.0
W	6.8	9.0	12.1	12.8	12.2
NW	6.7	8.5	11.6	12.6	11.7

Frames of Reference.

Units of Conversions:-

The following list describes the units and conversions used in the table. Where possible unit have been expressed using the SI conversion.

- Wave heights are expressed in meters (m).
- Wave periods are expressed in seconds (s).
- Wave direction is expressed in compass points or degrees, relatives to true north and describes the direction from which the waves were travelling.
- Wind speed is expressed in metre/ second (m/s).
- Wind direction is expressed in compass points or degrees, relative to true north, and describes the direction from which the wind was blowing.

Parameter Descriptions.

The following table provides summery descriptions of the primary wind and wave parameters.

Parameter	Unit	Descriptions	Comments
<i>Hs</i>	M	Significant wave height	Estimated from the wave energy spectrum, $HS = 4 \sqrt{m_0}$
<i>Hmax</i>	M	Maximum wave height	Most likely highest wave in the sea state of duration three hours.
<i>Tass</i>	S	Wave period associated with with Hmax.	$T_{ass} = 1.005 T_p$.
<i>Tz</i>	S	Mean zero crossing period	Estimated from the wave energy spectrum, $T_z = \sqrt{m_0 / m_2}$
<i>Tp</i>	S	Peak period	The period associated with the peak in wave

			energy spectrum.
U_{3s}	m/s	3-sec gust speed at 10m above sea level	
U_{5s}	m/s	5-sec gust speed at 10m above sea level	
U_{15s}	m/s	15-sec gust speed at 10m above sea level	
U_{1Hr}	m/s	1hr mean wind speed at 10m above sea level	

Introduction Background:-

This report, carried out by Fugro Geonics, report October 2005 and conducted by Oil and Natural Gas Corporation (ONGC) Limited, OIL partner, contains the extreme wind and wave criteria that have been derived for CY-DWN-2001/1 (Sea floor depth 1780m, location 7.4129°N, 078.1080°E), one of the two deep-water Drilling site in the Gulf-Off Mannar, on the edge of Continental Shelf, South of India. The criteria have been derived through the analysis of time series data from the GROW2000 hindcast model, grid point G2030120 (6.8750°N, 077.5000°E), for the period 01.01. 1970 to 31.12.2003 as well as the tropical revolving storm peak data for GROW fine grid points 1702 (6.5500°N, 077.1000°E), 2230 (7.4500°N, 078.0000°E), 2837 (8.5000°N, 078.9000°E) and 3401 (9.5500°N,079.5000°E).

F. 2.0 Current

Based on the study carried out in the nearby block CY-DWN-2001/1, with ADCP placed from 7 Sep 2005 to 06 Oct 2005, the real time observations were:

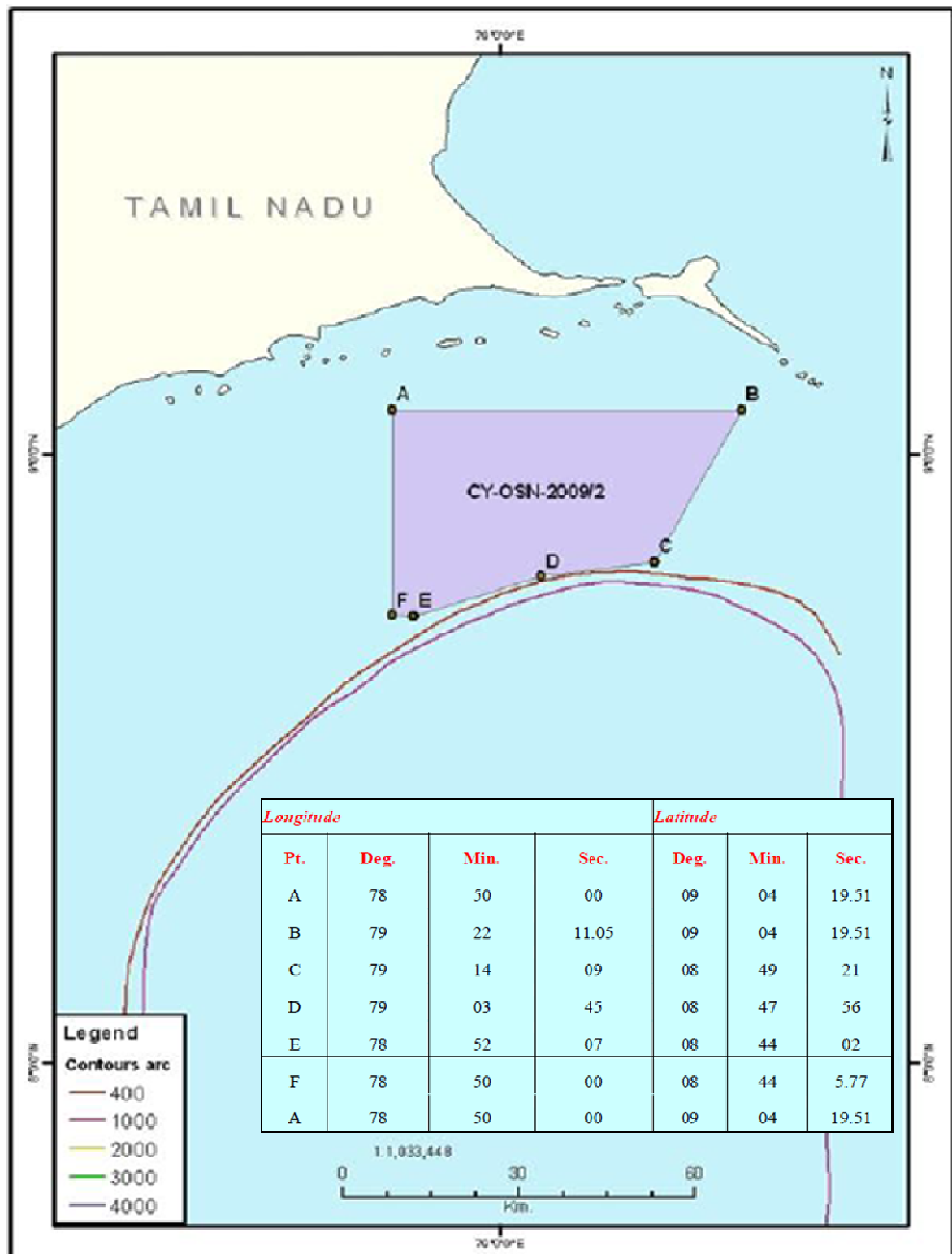
Current Velocities were highest near the surface and decreased with depth. The maximum current speed recorded was 0.70 m/sec at 90 meter below MSL, decreasing with depth to 0.56 m/sec at 154 meter below MSL and then increasing to a second maximum of 0.64 m/sec was evident at 250 meter below MSL. From there, the maximum speeds decreased down through the water column to 0.14 m/sec at 1082 meter below MSL. Mean Current speeds varied between 0.26 m/sec and 0.05 m/sec through the water column.

Current directions in the Upper water column, shallower than 400 meter, were predominantly towards North-Eastern sector, during stronger events. Beyond 400 meter to approximately 1000 meters below MSL the recorded directions were North Easterly up till the end of September, after which they became Westerly to South - Westerly. Counter flowing currents were observed from 1000 meters to 1500 m, flowing South-westerly up till the end of September, then turning to the North-East. Near Bed current directions were generally Southerly.

At all depths studied, there was a very weak tidal signature in the flow. There was a clear non-tidal residual component of current velocities throughout the water column.

F.3.0 Visibility

Turbidity data collected showed little variation over the measurement period. The recorded values indicate there was minimal suspended material within the water column at the site.



INDEX MAP OF BLOCK CY-OSN-2009/2
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H2S EQUIPMENT (On Call-out)

A. List of Essential H₂S Safety Equipment

1. H₂S fixed continuous detection system consisting of:-
 1. H₂S Monitors (Fixed Multi-Channel)
 2. H₂S sensors at rig floor, Bell Nipple, Mud Pump, Mud Pit, Shale Shaker, Choke Manifold
 3. Dual Light / Siren alarm (explosion proof)- Visual and siren alarm activates at 10 & 20 ppm at Rig Floor , Mud pump and engine room
 4. Dual Light / siren alarm (non-explosion proof) in SCR Room and accommodation
 5. H₂S calibration kit & H₂S detection tubes (different ranges)
2. Breathing air cascade system consisting of:-
 1. Breathing air compressor, 1 no (15 CFM)
 2. 4/6 cylinder cascade, complete with fittings: 8 Nos.
 3. 4/6 Man Manifold at different work stations i.e. at Rig Floor, Shale Shaker, Pump room, sack room, engine room, SCR room, production choke & separator
 4. Air Regulators, Low / High pressure hoses, SCBA filler whip and other consumables sufficient for complete Breathing air cascade system: 1 Set
 5. Air quality test kit of min. 500 cc / min test pump & air tech test tubes for water vapour, Oil vapour, Carbon monoxide, Carbon dioxide: 1 Set
3. H₂S Personnel Monitor: 10 Nos
4. SCBA, 30 minutes duration: 70 nos
5. Work pack 5/10 min duration: 20 nos.
6. Bug Blower (40,000 CPM): 2 nos

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LIST OF VENDORS

The List of Vendor for Remote Operated Vehicle (ROV)

1. M/s Oceaneering

2. M/s Thales Geo- solutions overseas ltd./M/s Fugro
(Formerly Racal Geo-solutions)
3. M/s Sonsub
4. M/s Subsea 7/I-Tech7

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Annexure-III
Appendix 9

Rig Information list

Drawings/Schematic of

1. GA Drawings of the Rig, Moon pool area, Riser deck
 2. BOP and components
 3. BOP Control system and Secondary activation system details and schematic
 4. High Pressure Lines schematic and interconnection (Cementing manifold/Choke and Kill manifold/ Standpipe (Pump room and rig floor)
 5. Rig Well Testing Piping schematic
 6. Rig Motion Compensation system and schematic
 7. Other Drawings/Schematic as required in Exhibit A of Annexure III
- Technical scope of work.

Status of Drilling Unit and Regulatory Compliances

	Sl.No	Class Certificate	Issued On	Validity	Annual Endorsement done on
<p>XXX</p> <p><u>Annexure-III</u> <u>Appendix 10</u> <u>HSE QUESTIONNAIRE</u></p> <p>TO BE RETURNED WITH TENDER</p>	1	Certificate of Registry			
	2	Safe Manning Certificate			
	3	International Tonnage Certificate			
	4	International Load Line Certificate			
	5	MODU Safety Certificate			
	6	International Oil Pollution Prevention Certificate (IOPP)			
	7	International Sewage Pollution Prevention Certificate (ISPP)			
	8	International Air Pollution Prevention Certificate (IAPP)			
	9	ISPS			
	10	Radio Station Licence			
	11	Safety Management Certificate and Document of Compliance and latest Continuous Synopsis Record (if MODU is self-propelled)			
	12	Hull and machinery Survey (Approving Class Survey report)			

Bidder Name:	
Location:	
Completed By:	
Designation:	
Date:	

Guidelines for Completion of Questionnaire:

1. The information must be supplied in the same format and sequence in which they appear in the questionnaire. Bidders may provide relevant sections from the HSE Management system in answer to the questions.
2. Emphasis should be placed on the need for complete answer substantiated by supporting documentation as far as is practicable. Responses and any supporting documentation must relate specifically to the policy and organizational arrangements of the company that would be the signatory of any future contract.
3. The Bidder is encouraged to identify where he exceeds Industry safety requirements.

Questionnaire for Bidder's Health, Safety, Environment Capability Assessment

Section 1 : Leadership and Commitment	
1.1 Commitment to HSE aspects through leadership	
1	How are senior managers personally involved in HSE management for example objective-setting and monitoring?
2	Provide evidence for commitment to HSE at all levels of the organisation.

3	How do you promote a positive culture towards HSE matters?
Section 2: HSE Policy and Strategic Objectives	
2.1 HSE policy documents	
1	Does your company have Health, Safety and Environment (HSE) policy document? If the answer is YES please attach copy of policy document.
2	Who has overall and final responsibility for HSE in your organisation?
3	Who is the most senior person in the organisation responsible for this policy being carried out at the premises and on site where his employees are working? Provide name and title.
4	Itemise the methods by which you have drawn your policy statements to the attention of all your employees.

5	What are your arrangements for advising employees of changes in the policy?
2.2 HSE contract strategic objectives	
1	Does your company have strategic HSE objectives? If the answer is YES please attach a copy.
2	Itemise the methods by which you have communicated your strategic HSE objectives to the attention of all your employees?
Section 3: Organisation, Responsibilities, Resources, Standards and Documentation	
3.1 Organisation structure for HSE management	
1	How is your organisation structured to manage and communicate HSE effectively?
2	Do HSE meetings promote HSE awareness?

3	Do client and Bidder meet regularly to discuss and action any interface situations?
4	What provision does your company make for HSE communication meetings? Please provide an organisation chart
3.2 HSE training of managers, supervisors and HSE critical position holders	
1	Have the managers and supervisors at all levels who will plan, monitor , oversee and carry out the work received formal HSE training in their responsibilities with respect to conducting work to HSE requirements?
2	If YES please give details. Where the training is given in-house please describe the content and duration of courses. Please provide an example of training matrix.
3	How have you identified areas of your company's operations where specialised training is required, for instance training related to health hazard such as radiation, asbestos and chemicals?
4	What specialist HSE resources does your organisation have available?

5	How does your company provide HSE specialised training for HSE staff?
3.3 General HSE training	
1	What arrangements does your company have to ensure new employees have knowledge of basic industrial HSE, and to keep this knowledge up to date?
2	What arrangements does your company have to ensure new employees also have knowledge of your HSE policies and practices, and company requirements?
3	What arrangements does your company have to ensure new employees have been instructed and have received information on any specific hazards arising out of the nature of the activities?
Note: If above trainings (1, 2, and 3) are provided in-house, please give details of content.	

3.4 Competence assurance	
1	Does your organisation have a competence system in place? If YES, please describe the scope and content of your competence system.
2	What arrangements does your company have to ensure existing staff HSE knowledge is up to date?
3.5 Bidder management process	
1	Does your company have a Bidder management process or system? If yes, provide an outline of the process.
2	How do you assess Bidders, HSE competence or HSE performance?
3	Where do you define the company standards you require your Bidders to meet?
4	How do you ensure these standards are met and verified?
3.6 HSE Standards	

1	How do you identify new industry or regulatory standards that may be applicable to your activities?
2	Is there an overall structure for producing, updating and disseminating standards?
3	Are your company standards aligned with OGP/IADC/industry guidelines or recommended practices? If yes state which one.
Section 4: Risk Management	
4.1 Risk assessment and control	
1.	How does your company identify hazards, assess risk, control and mitigation consequences, to a level as low as reasonably practicable?
4.2 Health hazards	
1	Do you have specific policies and programmes on specific health hazards e.g. substance abuse, blood borne pathogens, malaria, pandemic diseases etc.

<p>2 What type of health hazards (chemical, vibration, noise, radiation, etc) are associated with the scope of your services? Explain how occupational health hazards are identified, assessed and controlled.</p>
<p>3 What systems are in place to control these hazards and monitor the effectiveness of these controls? Is worker's regular exposure monitoring part of these systems?</p>
<p>4.3 Safety hazards</p>
<p>1 What type of safety hazards (mechanical guarding, work at height, lifting and hoisting, confined space entry, explosive atmospheres etc.) are associated with the scope of your services?</p>
<p>2 What systems are in place to control these hazards and monitor the effectiveness of these controls?</p>
<p>4.4 Logistics hazards</p>
<p>1 What type of logistics hazards (land transport, air transport, marine transport, materials handling etc.) are associated with the scope of your services?</p>

2	What systems are in place to control these hazards and monitor the effectiveness of these controls?
4.5 Environmental hazards	
1	What type of environmental hazards (chemical spill, atmospheric emissions, waste disposal etc.) are associated with the scope of your services?
2	What systems are in place to control these hazards and monitor the effectiveness of these controls?

Section 5: Planning and Procedures
5.1 HSE operations manuals

1	<p>Do you have a company HSE-MS manual (or Operations Manual with integrated HSE requirements) which describes in detail your company approved HSE working practices relating to your work activities?</p> <p>If the answer is YES please attach a copy of an index and relevant supporting documentation.</p>
5.2 Infrastructure and equipment integrity	
1	<p>How do you ensure that infrastructure, plant and equipment used within your operations (own premises, client site, or at other locations) are correctly registered, controlled and maintained in a safe working condition?</p>
5.3 Management of Change	
1	<p>How do you manage changes and assess associated risks e.g. personnel, equipment, processes, documentation?</p>
5.4 Emergency Planning and Response	
1	<p>What arrangements does your company have for emergency planning and response?</p>

2 Which emergency situations are included?

Section 6: Implementation and Performance Monitoring

6.1 HSE-Management System (MS) implementation and active performance monitoring of work activities

1 What arrangements does your organisation have for monitoring the implementation of your HSE-MS?

2 How does your company assure the implementation of work procedures within your work-site operations e.g. compliance with procedures, toolbox talks, safety meetings, supervision, job observations?

3	How do you monitor employee HSE performance e.g. hazard identification systems, HSE participation?
4	What active HSE monitoring is performed (i.e. where no incident has occurred)?
5	How do you report and correct deficiencies identified?
6	How do you communicate the results of active performance monitoring to relevant personnel?

6.2 Safety performance indicators
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<p>1 Please provide the following statistics for each year for the last five years:</p> <ul style="list-style-type: none"> • Number of fatalities • Number Lost Time Injuries • Number of Lost Workday Cases • Number of Restricted Work Day Cases • Number of Medical Treatment Cases • Number of first aid cases • Number of near miss incidents • Fatal Accident Rate (per 100 million hours worked) • Lost Time Injury Frequency (per million hours worked) • Total Recordable Incident Rate (per million hours worked) <p>As per IADC Incidents Statistics programme guidelines. If your Company follows some other Industry standard, please specify.</p>
<p>6.3 HSE performance monitoring</p>
<p>1 How is health performance monitored and recorded?</p>
<p>2 How is environmental performance monitored and recorded?</p>
<p>3 How is security performance monitored and recorded?</p>
<p>4 How and what near miss incidents are reported?</p>

5	How often is HSE performance reviewed? By whom?
6	How is logistics performance monitored and reported?
6.4: HSE incident investigation and follow up	
1	What types of HSE incident are investigated?
2	What process is used to investigate HSE incidents?
3	Who conducts HSE incident investigations?

4	How are the findings of an incident investigation followed up to ensure effective prevention of recurrence?
5	How is incident learning communicated to all relevant personnel?

6.5: Statutory notifiable incidents or Non compliance notices	
4	<p>Has your company suffered any statutory notifiable incidents in the last five years (safety, occupational health and environmental)?</p> <p>Answers with details including dates, country and location, summary of incident and follow-up preventative measures taken.</p>

Section 7: HSE Auditing and Management Review of HSE-MS	
7.1 Audits	
1	<p>Do you have a written procedure for HSE auditing?</p> <p>If yes, please attach a copy.</p>

<p>2 Who is involved in conducting HSE audits? How are audit team members selected to have specific expertise and be independent from the activities being audited?</p> <p>What are the qualifications required for auditors?</p>
<p>3 How does your company schedule HSE audit and what scope of auditing is covered? e.g. internal, regulatory compliance, supplier/Bidder, HSE management system implementation.</p>
<p>4 How does management follow up on audit findings and ensure effective close out of action items?</p>
<p>7.2 Management review and follow up</p>
<p>1 Do you have a written procedure for management review of the HSE-MS?</p> <p>If yes, please attach a copy</p>
<p>2 How often are HSE-MS reviews conducted and who is involved in the process?</p>

- 3 How are identified actions and improvement efforts recorded and tracked to effective completion?

Section 8: HSE Management - Additional Features

8.1 Certification of your HSE-MS

- 1 Please provide information on any certification which you have received from certification bodies

8.2 Memberships of Associations

- 1 Describe the nature and extent of your company's participation in relevant industry, trade, and governmental organisations

8.3 Additional features of your HSE-MS

1 Does your organisation (globally, regionally or locally) have any HSE features or arrangements not described elsewhere in your response to the questionnaire?

XXX

Annexure-III
Appendix 11

OISD Guidelines

Verification of Fitness – for - Purpose (OISD Rule 30)of the drilling unit/ Safety Critical Equipment Certification status

Verification of Fitness of Offshore Drilling Rigs – Rule 30 (Oil Industry Safety Directorate – OISD). Bidder to provide the Certificate of Conformance for all the major systems as enumerated below:

S. No.	Equipment	Verification requirements	Reference	Present Status of the Safety Critical
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			Standard	Equipment Systems of the MODU &
1.	Drilling structure, drill floor, sub structure, lifting equipment.	<p>A. Derrick / structures</p> <p>(i) Structures have been designed and fabricated by manufacturers as per API Spec 4F or equivalent. This verification should include structural safety level (refer sections 6 and B.6 of API Spec 4F).</p> <p>(ii) Different categories' inspection(s) of derrick, structures and drill floor have been carried out as per section 6 of API RP 4G or equivalent and OEM's recommendations, besides NDE as considered necessary.</p> <p>(iii) Repair and modification of structures (if carried out, based on inspection) have been carried out as per section 7 and 8 respectively of API RP 4G or equivalent and OEM's recommendations. Quality control of repair and modification has been</p>	<p>API Spec 4F (3rd Edition 2008)</p> <p>API RP 4G (3rd Edition, 2004)</p> <p>API RP 4G(3rd Edition, 2004)</p> <p>API Spec 4F (3rd Edition 2008)</p> <p>API Spec 7C-11F</p>	

		<p>ensured in line with requirements of section 11 of API SPEC 4F or equivalent.</p> <p>B. Drilling equipment</p> <p>(i) Installation, inspection and maintenance of IC engines have been carried out as per API Spec 7C-11F or equivalent and OEM's recommendations. For minimizing potential fires and/or explosions in the operations of IC engines requirements given in Appendix A of API Spec 7C-11F or equivalent, are being followed. Functional testing of safety devices and emergency stop function has been carried out.</p> <p>(ii) Design, inspection and operating limits of drill stem components is as per API RP 7G or equivalent.</p> <p>(iii) Design of drilling equipment (rotary equipment, slush pumps, power tongs and draw works) is as per API Spec 7K or equivalent.</p>	<p>(5th Edition 1994)</p> <p>API RP 7G</p> <p>API Spec 7K</p> <p>API RP 7L</p>	
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		<p>(iv) Inspection, maintenance and repair of rotary equipment, slush pumps, power tongs and draw works has been carried out as per API RP 7L or equivalent and OEM's recommendations. Inspection has included NDE and/or opening of equipment as considered necessary. Functional testing of safety devices and emergency stop function has been carried out.</p> <p>(v) Design of drilling hoisting equipment is as per API Spec 8A and API Spec 8C or equivalent.</p> <p>(vi) Inspection, maintenance and repair of hoisting equipment are as per API RP 8B or equivalent and OEM's recommendations. Inspection of hoisting equipment has focused on structural integrity and personnel protection. Category III and IV inspection has included NDE / MPI and/or opening of equipment as</p>	<p>API Spec 8A and API Spec 8C</p> <p>API RP 8B</p> <p>API Spec 9A / ISO 10425</p> <p>API RP 9B</p> <p>API RP 570 and</p>	
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		<p>considered necessary. Functional testing of safety devices and emergency stop function has been carried out.</p> <p>(vii) Minimum requirements and terms of acceptance of steel wire ropes as per API Spec 9A / ISO 10425 or equivalent are being followed.</p> <p>(viii) Field care (inspection) and use of wire rope and evaluation of rotary drilling line has been carried out as per API RP 9B or equivalent.</p> <p>(ix) Inspection of piping and piping systems has been carried out as per API RP 570 and API RP 574.</p> <p>(x) Pressure vessels have been inspected externally and internally; thickness measurement / crack detection tests have been carried out as deemed necessary. Pressure testing at a pressure equal to maximum allowable working pressure has been carried out. Safety valves / instrumentation have</p>	API RP 574	
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		been tested.		
2.	Well Control Systems: blow out preventers, diversers, marine risers, choke and kill system, control systems for well control equipment.	A.	Design of drill through equipment / blowout prevention equipment – ram and annular blowout preventers, hydraulic connectors, drilling spools, adaptors etc. is as per API Spec 16A / ISO 13533 or equivalent. Records of maintenance (including major inspection as per section 17.10.3 of API RP 53 and OEM's recommendations) have been reviewed. Installation and testing (complete performance testing including functional and pressure tests) of blow out control equipment is being carried out in line with API RP 53 or OISD-RP-174 or	API Spec 16A (3 rd Edition 2004) / ISO 13533 (2001) API RP 53 (3 rd Edition 1997) or OISD-RP-174 API RP 64 or OISD-RP-174

		equivalent.		
		<p>B. Design and maintenance of diverter systems is as per API RP 64 or equivalent. Inspection and testing of diverter systems has been carried out as per API RP 64 or OISD-RP-174 or equivalent.</p> <p>C. Design of choke and kill systems is as per API Spec 16C or equivalent. Pressure testing of choke and kill systems is being carried out in line with API RP 53 or OISD-RP-174 or equivalent. Flexible choke and kill lines and choke manifold are inspected as per section 17.10.3 of API RP-53(3rd Edition 1997) and OEM's recommendations.</p> <p>D. Design of control systems</p>	<p>API Spec 16C</p> <p>API RP 53(3rd Edition 1997) or OISD-RP-174</p> <p>API Spec 16D and API RP 53</p> <p>API RP 53 or OISD-RP-174</p>	

		<p>for well control equipment and diverter equipment is as per API Spec 16D and API RP 53 or equivalent and performance requirements/ testing, inspection and maintenance is as per API RP 53 or OISD-RP-174 or equivalent and OEM's recommendations.</p> <p>E. Marine drilling riser systems for floating drilling operations have been selected, operated and maintained in line with API RP 16Q or equivalent. Design, manufacture and fabrication of marine drilling riser system and associated equipment used in conjunction with a subsea blowout preventer (BOP) stack is as per</p>	<p>API RP 16Q</p> <p>API Spec 16F /</p> <p>API Spec 16R</p>	
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		<p>API Spec 16F or equivalent. Design and standards of performance for marine drilling riser coupling is as per API Spec 16R or equivalent. Risers and riser couplings / joints are being inspected for wear, cracks and corrosion; thickness measurement has been carried out as required.</p>		
3.	Man riding equipment	Selection of man riding equipment is done ensuring that equipment is suitable for man riding operations, and the equipment are inspected and maintained regularly.		
4.	Station keeping systems: anchoring, mooring, dynamic positioning, compensator and disconnection systems.	Verify that MODU's station keeping and stability characteristics are suitable for the environmental (including sea bed and soil conditions) and operating conditions envelope. Inspection and maintenance of mooring hardware is as per API RP 2I or equivalent and OEM's recommendations;	<p>API RP 2SK (for station keeping) MODU code(for stability)</p> <p>API RP 2I API RP 2SM</p>	

		and design, manufacturing and maintenance of synthetic fiber ropes for offshore mooring is as per API RP 2 SM or equivalent.		
5.	Drilling fluid handling and cementing system	Physical condition of the equipment is satisfactory and instrumentation, safety alarms and pressure safety valves are being tested regularly.		
6.	Electrical Systems	<p>A.Design and maintenance of electrical systems is as per IMO MODU code meeting requirements of industry standards API RP 500 or API RP 505.</p> <p>B. Inspection and functional testing of emergency power system is being carried out.</p>	MODU code API RP 500 API RP 505	
7.	Safety systems (exclude items which are covered by MODU safety certificate, provided the rig has valid MODU safety certificate)	<p>A. Inspection and testing of the following safety systems is being carried out periodically:</p> <ul style="list-style-type: none"> -Fire detection system -Gas detection system - HC and H₂S -Drilling operations related alarm system -Life saving appliances -SCBA -Gas measuring 		

		<p>devices</p> <ul style="list-style-type: none"> -Firefighting system -Communication systems <p>B.Safety systems are as per MODU code requirements, as applicable.</p>		
8.	Cranes (If classed certificate notation does not cover cranes)	<p>A. Design and testing of pedestal mounted offshore cranes are as per API Spec 2C or equivalent.</p> <p>B. Operations and maintenance of offshore cranes are as per API RP 2D or equivalent. Inspection has focused on structural integrity and includes:</p> <ul style="list-style-type: none"> -Blocks and sheaves -Wire ropes and end attachments -Hooks -Bearings -Shackles -Securing arrangements -Support structure -Axle pin and housing <p>A. Inspection and function testing has included:</p> <ul style="list-style-type: none"> -Correct adjustment of brakes -Resistance measurement of electrical systems -Leakages in hydraulic systems 	<p>API Spec 2C</p> <p>API RP 2D</p>	

		B. Load charts have been verified by carrying out load tests as per applicable requirements. Functional testing of safety devices and emergency stop function are being carried out.		
9.	Helideck (If classed certificate notation does not cover helideck)	Inspection has included: -Structural integrity of deck and supporting structure -Surface of deck -Obstacles and marking -Safety net -Fire safety arrangements		

Notice to Operators from OISD (available on OISD website www.oisd.gov.in) :

OISD/OFF/NTO/1-11 7th January, 2011

AA) Recertification of well control equipment: Rule 158(2) of the Petroleum and Natural Gas (Safety in Offshore Operations) Rules, 2008 requires that “The blow out preventer with associated valves and other pressure control equipment on the facility shall be subjected to a complete overhaul and shall be recertified at regular intervals based on original equipment manufacturer’s recommendations and international standards and recommended practises”.

In the guidance document issued by OISD it has been further clarified that “Complete overhaul and recertification as mentioned in this sub rule may be carried out periodically and in a manner, which ensures that single components and the whole unit will be overhauled in a rolling five-year period”.

On perusal of the certificates being submitted by operators, in compliance to the above Rule, the following two categories of certificates have been observed:

- i. A certificate issued by manufacturer or their authorized facility, where compliance to both industry standards and OEM’s repair / remanufacture specifications is certified.
- ii. A certificate issued by a facility not having OEM authorization, where only compliance to industry standards is certified.

Please note that Category II certificate as above is not acceptable. Well control equipment is a Safety Critical Equipment. In case it is remanufactured /

repaired by a facility not having authorization from the original equipment manufacturer, it may have an effect on the reliability of the equipment. Operators shall ensure that BOP and other well control equipment on offshore rigs is certified / recertified by OEM or OEM authorized facility.

XXX

**Annexure III
Appendix- 12**

BIDDER TO FURNISH THE ACTIVITY TIME LINE SCHEDULE FOR TO MOBILISE AND COMMENCE WORK TO MEET OIL'S SCHEDULE AS PER THE MOBILISATION REQUIREMENT.

Annexure-IV
Appendix-1

Blank price format

Name of the bidder with address :
 Name and type of the Rig Offered
 Bidders Quotation Reference with date
 Bidbond/EMD reference with date :
 Currency of Quote :

<u>Price Format</u> (Separate price format is to be filled for each of the rig offered)				
Name of the Bidder and name of the rig offered				
Bidders Quotation Reference				
Currency				
Particulars ('Column a')	Rate inclusive of service tax	Service tax included in the rates quoted		
		%	Amount	Classification of service
1. Mobilization Fee of rig along with all equipment and accessories as per tender document (MOB) , if any (Lumpsum)				
2. Rig Operating Day Rate (RODR)				
3. Rig Non operating day Rate (NODR)				
4. Rig Equipment Break Down Rate (EBDR)				
5. Rig Moving Day Rate (RMDR)				
6. De-mobilization Fee of rig along with all equipment and accessories as per tender document (DEMOB) , if any (Lumpsum)				
7. Rental of H2S detection & protection				

system equipment as per Clause No. 43 of Instructions to bidders (Annexure -I of tender document)(HSR)				
8. Average diesel consumption per day in KL (Q)		N.A.	N.A.	N.A.
9. Value of the rig and equipment for customs duty purpose		N.A.	N.A.	N.A.
Notes :-				
i) Quoted Days Rates should be exclusive of Customs Duty on rig, spares and consumables.				
ii) Day Rate of rig should be inclusive of rig crew day rate.				
iii) Non Operating Day Rate should not exceed 95% of Operating Day Rate. Moving Day Rate should not exceed 90% of Operating Day Rate.				
iv) Bidders should quote rates / prices inclusive of service tax, strictly, as per price format.				
v) Foreign bidders who do not have any fixed establishment or permanent address in India, shall not include Service Tax in their quoted prices, but shall submit a declaration to the effect that they do not have any fixed establishment or permanent address in India. In such cases, Service Tax, shall be loaded as per applicable rates, (percentage presently applicable is 12.36%).				
vi) Bidder must indicate value of the rig and equipment as required at Sr.No.9 of the price format.				
vii) Bidder shall furnish alongwith technical bid (unpriced bid), a copy of the priced bid with the prices duly blanked out. While submitting alongwith the techno-commercial unpriced bid, bidder shall fill up information pertaining to "Type of rig offered" & "Quoted currency" and put an asterisk (*) against S. No. 1 to 8 as an indication of the item having been quoted by the bidder in the priced bid. If not quoted against any item, bidder may clearly indicate as 'NOT QUOTED'.				
viii) Bidders (excluding the Service providers covered under clause C.2.1 of BEC) should quote the prices, clearly indicating the applicable rate of service tax, nature / category of service as per service tax rules (under which the respective service is covered) alongwith all other taxes and duties applicable. Details of abatements / deductions available, if any, should also be indicated by bidder specifically.				

Annexure-V

BID REJECTION & EVALUATION CRITERIA (BRC-BEC)

Vital criteria for acceptance of bids: -

Bidders are advised not to take any exception/deviations to the bid document. Still, if exceptions /deviations are maintained in the bid, such conditional/ non-conforming bids shall not be considered and may be rejected outright.

A. Technical Rejection Criteria :

The following vital conditions should be strictly complied with by the bidders failing which their bid will be rejected.

1. Experience of the bidder:

- 1.1(a) The bidder should be an offshore drilling contractor/ company having minimum 3 years experience of operating floater rig.
- 1.1(b) In case bidder is a company including an Indian company/ Indian joint venture company who do not meet the experience criteria as per 1.1(a) then such companies can participate in the tender through a joint venture partner / technical collaborator who meets the criteria laid down at 1.1(a) above.
- 1.1(c) (i) Eligibility criteria in case bid is submitted on the basis of technical experience of the parent / subsidiary company

Offers of those Bidders who themselves do not meet the technical experience criteria as stipulated in the BRC-BEC can also be considered provided the Bidder is a subsidiary company of the parent company in which the parent company has 100% stake or parent company can also be considered on the strength of its 100% subsidiary. However, the parent / subsidiary company of the Bidder should on its own meet the technical experience as stipulated in the BRC-BEC and should not rely for meeting the technical experience criteria on its sister subsidiary / co-subsidiary company or through any other arrangement like Technical Collaboration agreement. In that case as the subsidiary company is dependent upon the technical experience of the parent company or vice-versa with a view to ensure commitment and involvement of the parent / subsidiary company for successful execution of the contract, the participating bidder should enclose an Agreement (as per format enclosed

at Appendix-3, annexure V) between the parent and the subsidiary company or vice-versa and Parent / Subsidiary Guarantee (as per format enclosed at Appendix- 4, annexure V) from the parent / subsidiary company to OIL for fulfilling the obligation under the Agreement, alongwith the techno-commercial bid.

- (ii) Eligibility criteria in case bid is submitted on the basis of technical experience of sister subsidiary / co-subsidiary company

Offers of those bidders who themselves do not meet the technical experience criteria stipulated in the BRC-BEC can also be considered based on the experience criteria of their sister subsidiary / co-subsidiary company within the ultimate parent / holding company subject to meeting of the following conditions:-

- i. Provided that the sister subsidiary / co-subsidiary company and the bidding company are both 100% subsidiaries of an ultimate parent / holding company either directly or through intermediate 100% subsidiaries of the ultimate parent / holding company or through any other 100% subsidiary company within the ultimate / holding parent company. Documentary evidence to this effect to be submitted by the ultimate parent / holding company alongwith the techno-commercial bid.
- ii. Provided that the sister subsidiary / co-subsidiary company on its own meets and not through any other arrangement like Technical Collaboration agreement meets the technical experience criteria stipulated in the BRC-BEC.
- iii. Provided that with a view to ensure commitment and involvement of the ultimate parent / holding company for successful execution of the contract, the participating bidder shall enclose an agreement (as per format enclosed at Appendix-5, annexure V) between them, their ultimate parent / holding company and the sister subsidiary / co-subsidiary company.
- iv. Provided that the turnover of the ultimate / holding parent company in the last financial year is more than **US\$ 11.00 MN (INR 66.00 CRORE)**. Copy of the latest published Audited Annual Report to be submitted by the ultimate / holding parent company, alongwith the techno-commercial bid.
- v. In case of contracts involving multifarious activities such as – (a) manufacturing / supply (b) installation and commissioning (c) servicing and maintenance of any equipment, then in that case, the bidding company can draw on the experience of their multiple subsidiary sister company(ies) / co-subsidiary company(ies) specializing in each sphere of activity, i.e. (a) manufacturing / supply (b) installation and commissioning (c) servicing and maintenance. However, all the sister subsidiary company(ies) /

co-subsidiary company(ies) and the bidding company should be 100% subsidiary company(ies) of an ultimate parent / holding company either directly or through intermediate 100% subsidiaries of the ultimate parent / holding company or through any other 100% subsidiary company within the ultimate / holding parent company. Documentary evidence to the effect that all the sister subsidiary company(ies) are 100% subsidiaries of the ultimate / holding parent company should be submitted alongwith the techno-commercial bid.

- 1.2** Towards past experience, bidder should submit alongwith the unpriced bid, in support of experience laid down at para 1.0 above, copies of respective contracts, alongwith documentary evidence in respect of satisfactory execution of each of those contracts, in the form of copies of any of the documents (indicating respective contract number and type of services), such as - (i) Satisfactory completion / performance report (OR) (ii) proof of release of Performance Security after completion of the contract (OR) (iii) proof of settlement / release of final payment against the contract (OR) (iv) any other documentary evidence that can substantiate the satisfactory execution of each of the contracts cited above.
- 1.3 In case, the bidder is consortium of companies, the following requirement should be satisfied by the bidder:
- a) The Leader of the consortium should satisfy the minimum experience requirement as per para 1.1 (a) above.
 - b) The Leader of the consortium should confirm unconditional acceptance of full responsibility of executing the '**Scope of Work**' of this bid document. This confirmation should be submitted alongwith the unpriced bid.
 - c) All the members of consortium must undertake in their MOU that each party shall be jointly and severally liable to OIL for any and all obligations and responsibilities arising out of this contract.
- 1.4 (a) Bidders should submit Memorandum of understanding/ Agreement with their technical collaborator/joint venture partner (in case of joint venture) clearly indicating their roles under the Scope of Work.
- (b) MOU/ Agreement concluded by the bidder with technical collaborator/ joint venture partner (in case of joint venture), should also be addressed to OIL, clearly stating that the MOU/ Agreement is applicable to this tender and shall be binding on them for the contract period. Notwithstanding the MOU/ Agreement, the responsibility of completion of job under this contract will be of the bidder.

2. Crew experience:

- a) The bidder should confirm to deploy the minimum number and the category of the crew personnel as indicated in the bid document. These personnel shall be included in the 'List of Crew Personnel' for the purpose of reduction of day rates due to short deployment.

- b) The experience of key personnel (Drilling Unit) should be as under:

Captain, Chief Mechanic, Chief Electrician, Radio Officer must have three years offshore experience in their respective position, out of which, at least one year should be on the type of Drilling Unit offered.

Drilling Superintendent, Tool Pusher, Tour Pusher, Subsea Engineer, Driller, Assistant Driller and must have three years offshore experience in their respective position in water depth more than 400 M (Cumulative year experience shall be taken into account for above purpose).

Drilling Superintendent, Tool Pusher, Tour Pusher, Subsea Engineer, Driller and Assistant Driller should possess valid well control certificate of either IADC WellCAP or IWCF.

- c) The ROV Supervisor should have minimum three years offshore experience in water depth more than 400 M.

- d) Medic should have at least three years experience as a registered medical practitioner and be a minimum MBBS degree holder.

- e) Training to the Crew personnel

- a. All the crew members including catering personnel should have undergone Personal Survival Training (PST), Fire Prevention & Fire Fighting (FPFF) Training/Basic Fire Fighting Training (BFF), Elementary first Aid and Helicopter Underwater Escape Training (HUET). No personnel are allowed to go on offshore rigs without carrying out the above training.

- b. Captain/Chief Officer should have undergone Helicopter Landing Operation Training (HLO).

- c. At least two Roustabouts/Maint./Seamen/Crane Operators with HLA/ OHETMC training shall always be available for helicopter operations.

- f) All above personnel should be fluent in English.

- g) Confirmation in regard to para 2 (b), 2(c), 2(d) and 2 (e) above is to be submitted along with the unpriced bid. However, the details of all personnel i.e. data, proof of qualification etc., shall be submitted within 30 days of the Letter of Award or at least 90 days prior to commencement of Contract, whichever later and got approved by OIL before commencement of the work.

3. Scope of Work:

- 3.1 The bid should be complete covering the full Scope of Work as laid down under, failing which the bid will be rejected.
- 3.2 The Bidder shall be required to provide an Anchor moored Drillship/Semi-submersible Drilling unit along with equipment conforming to the broad technical specifications as mentioned in the tender document, Personnel (as per Para 2), required for drilling exploratory/ development wells, well completion & work-over operations including re-entry in water depth upto 500m in the areas as specified above in SOW.

4. Bidder's Equipment :

- 4.1 The bidders should offer Anchor Moored Drillship/Semi-submersible Drilling unit(s) as mentioned at 3.2, suitable for drilling wells for the water depth and environmental criteria mentioned in the bid document. The bidders, should offer only Serviceable Drilling Units and idling period of the Drilling Unit should not be more than 1 years on the date of opening of unpriced bids.

The bidders shall submit documentary evidence towards operation of the drilling unit alongwith unpriced bid. The complete details of the last operator, the last contract taken up and the period during which the drilling unit was last in operation shall be indicated.

The bidders shall also furnish certificate from any one of the third party inspection agencies like ModuSpec (Lloyds Register), Oil Field Audit Services Inc., DNV or ABS alongwith the un-priced bid bringing out clearly the condition and status of the drilling unit(s) and equipment on board the drilling unit(s).

- 4.2 The drilling unit should be capable of drilling wells, fulfilling 'Scope of Work' and conforming to the technical specifications as laid down in the bid document.

- 4.3 The bidder will be required to undertake to carryout offline activities which are within the technical design limits of the Drilling unit, without any additional cost to OIL. The bidder will have to list out the activities which can be carried out off-line by the offered drilling unit.
- 4.4 Rig offered should be in working mode and in class, and if out of cycle for technical and survey requirement, the period of idling should not be more than 1 year as on the date of bid submission. In case of newly built rig in the last 5 years, the offered rig should have completed at least one well successfully in water depth range specified herein.

4.5 Inspection clause

- i) OIL shall get the drilling unit and the equipment inspected through any of the following internationally reputed third party inspection agency as per the tender specifications. OIL, at its option, can nominate any one of the following third party inspection agency for inspection of the Drilling Unit and the cost of the third party inspection will be borne by OIL:
- | |
|----------------------------------|
| a) ModuSpec (Lloyds Register) |
| b) ABS |
| c) Oilfield Audit Services Inc., |
| d) DNV |
- e) Any other agency nominated by Operator.
- ii) OIL will accept the drilling unit, only after OIL nominated third party inspection agency confirms that the drilling unit is as per tender specification and that the Drilling unit has undergone regular repair/maintenance overhauling as per required industry practice.
- iii) Contractor has to complete all inspection before the Drilling Unit is allowed to be positioned at the specified location.

Bidder shall confirm Completion of inspection and complete readiness of drilling unit in all respects, to the satisfaction of OIL including conformity to OIL tender specification certified by third party inspection agency prior to commencement of contract.

OIL reserves the right to stage inspect the Drilling Unit, during its construction /up-gradation / re-activation.

- iv) Notice for inspection as per (iii) above is required to be given by the Contractor, 15 days in advance when the Drilling Unit is ready in all respect. Bidder should also ensure commencement of inspection at least 30 days prior to stipulated mobilization period.

- v) Maximum time allowed on board the drilling unit for inspection of the drilling unit is 30 man-days. The Contractor has to offer the drilling unit for inspection on complete readiness of the drilling unit. In case inspection takes more than 30 man-days, the cost of inspection beyond 30 man-days would be to the account of the Contractor. In case inspection team is to be mobilized subsequently, for compliance of deficiencies during the first inspection, the entire cost towards second or subsequent inspections shall be to the account of the Contractor.
- 4.6 The bidders should submit a certificate from any of the following Internationally reputed insurance underwriter's surveyors in the unpriced bid, to the effect that, drilling unit is capable to work in Offshore environment for the water depth specified in the specifications/scope of work.
- i) Noble Denton & Associates
 - ii) Matthew's Daniel International
 - iii) Falconer, Bryan & Associates Pvt. Ltd.
 - iv) London Offshore Consultants
 - v) John Lebouris.

Certificate from any other agency will not be accepted.

- 4.7 Design and operating criteria:** The design and operating criteria of the drilling unit offered should be submitted along with the unpriced bid and it should include the allowable variable load during drilling and moving.

4.8 Valid certificates:

- 4.8.1 The bidders should submit along with their unpriced bid, copy of following valid certificates: -
- 1. Class Certification: - confirming that the Drilling Unit offered conforms to the specifications as built
 - 2. ISM
 - 3. Registry

Further, the bidder shall submit relevant Class certificate with annual survey endorsement by the classification agency valid as on the date of techno-commercial bid opening (TBO) or otherwise confirmation of Class certificate valid as on the date of TBO should be submitted from the concerned classification agency alongwith the un-priced bid.

Bidder shall confirm to maintain all the class certificates valid throughout the contract period.

4.9 Life saving equipment and fire fighting equipment:

4.9.1 The bidders should confirm in the unpriced bid that, the Drilling Unit is equipped with all life saving equipment and fire-fighting equipment as per SOLAS and IMO regulations and valid certificates from regulatory body where the Drilling Unit is located at the time of inspection, shall be made available to OIL/OIL nominated inspection team.

5. Subject to clause 4.1 above, Bidder offering drilling unit(s) which require modification/up-gradation/ re-activation to meet the tender specification should submit the following along with the un-priced bid: -

(a) Feasibility report duly approved from the classification agency under which the drilling unit is presently classed to the effect that the drilling unit can be modified / upgraded / reactivated so as to be offered for inspection within the time specified for the tender along with time schedule in the form of a bar chart.

(b) The bidders shall also submit certificate from any of these agencies viz. ModuSpec (Lloyds Register) /OAS/ DNV/ABS detailing the present status report of the Drilling unit along with the present condition of rig equipment (Make and Model etc) and shall submit feasibility report from any one of these agencies confirming that Drilling unit and rig equipment can be modified/up-graded/re-activated so as to meet tender specifications within the time allowed for inspection.

6. The Bidder should provide all the services as mentioned in the 'Scope of Work', either on his own or through tie up with any of the short listed agencies as mentioned in the Bid document.

7. Drilling unit offered should have all statutory certificates, should meet the class requirement at all the times, should comply with IMO codes (if applicable) and should have a minimum residual life to cover the primary period of the contract plus extension option. Necessary certification to the above parameters authenticated by a reputed Third Party inspection agency (ModuSpec,(Lloyds Register) ABS, Oilfield Audit Services Inc., DNV) to be submitted by the bidder along with the un-priced bid. No cost shall be reimbursed by OIL on this account to the bidder.

8. Bidder to confirm that they would secure permits and licences for operations of the Drilling Unit in Indian waters, if required and shall pay any expenses in this regard.

9. Bidder to confirm that they would obtain Naval Defence Clearance of Drilling Unit prior to commencement of contract from Ministry of Defence through Ministry of Petroleum and Natural Gas (India), at his cost.
10. Bidder to confirm that they would obtain permission of DG Shipping for deploying the offered drilling unit in Indian waters, as required.
11. Bidder to confirm that they would secure all statutory permits, licenses, clearances for the rig, expat and local crew personnel like Naval/DRDO/Customs/MOHA/IB/Police and any other such clearances required for operations under this contract, if required and shall pay any expenses in this regard. Also, bidder shall provide compliant rig and required documentation for obtaining timely “consent for operation” from OISD prior to commencement of rig operations as per contract schedule.

B) COMMERCIAL

1.0 Bids are invited under “**SINGLE STAGE-TWO BID SYSTEM**” i.e. the bidders are required to submit both the “**TECHNO-COMMERCIAL UN-PRICED**” and “**PRICED**” bids online through electronic format in OIL’s e-Tender portal within the Bid Closing Date and Time stipulated in the e-Tender. The “Techno-Commercial Un priced Bid” is to be submitted as per Scope of Work & Technical Specifications of the tender and the “Price-Bid” as per the online Price Bid Format. Any offer not complying with the above will be rejected straightaway.

1.0 In “**Techno-Commercial Un priced Bid opening**”, only the Technical RFX Folder will be opened. Therefore, the bidder should ensure that **TECHNO-COMMERCIAL UN-PRICED BID / ALL TECHNICAL DOCUMENTS RELATED TO THE TENDER** including **SCANNED COPY OF BID-SECURITY and SIGNED & SCANNED COPY OF INTEGRITY PACT PROFORMA** are uploaded in the Technical RFX Folder otherwise the offer will be rejected outright.

2.0 Prices/Rates should be quoted / maintained in the “**online price schedule**” only. The rates quoted in the “**online price schedule**” will only be considered. If no price is entered / maintained against any item, it will be considered that no charge is involved against that item.

3.0 Prices and rates quoted by the Bidders must be held firm during the term of the contract and not be subjected to any variation. Bids with adjustable price terms will be rejected.

4.0 **Bid Security** : Bid Security as mentioned in section II in original must reach the office of the GM (Gsc, CEMG), Oil India Limited (OIL), 5th Floor,

IT Infrastructure Building, Sector-16A, Noida-201301 UP, India, before the **“Techno-Commercial Bid Opening Date and Time”**. The amount of Bid Security shall be as specified in the “Forwarding Letter” and should be valid for **150 days** from the bid closing date. Scanned copy of this Bid-Security should also be submitted / uploaded online along with the “Techno-Commercial Un-priced Bid”. Public Sector Undertakings and Firms registered with NSIC/Directorate of Industries in India are exempted from submission of bid security against this tender. If a proper Bid Security in ORIGINAL for an amount and validity as aforesaid is not received, within the Bid Opening date and Time at the office of General Manager (CMC) for Senior Manager (C&P)(CEMG),OIL, NOIDA, the bid will be rejected without any further consideration.

5.0 **Bid Validity** : Validity of the bid shall be minimum **4 months (120 days)** from Bid closing date. Bids with lesser validity will be rejected.

6.0 All the Bids must be Digitally Signed using “Class 3” digital certificate (e-commerce application) as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India. The bid signed using other than “Class 3” digital certificate, will be rejected.

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

8.0 There must be no exception to the following Clauses including sub-clauses, otherwise the Bid will be rejected:

- | | |
|--------------------------------|-------------------------|
| - Performance Guarantee Clause | - Termination Clause |
| - Liquidated Damages Clause | - Arbitration Clause |
| - Insurance Clause | - Applicable Law Clause |
| - Force Majeure Clause | - Integrity Pact |

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

11.0 Offers of following kinds will be rejected:

- (a) Offers made without Bid Security / Bid Bond / Bank Guarantee alongwith the offer
- (b) Offer not submitted in e-form through OIL's e-procurement engine.
- (c) Offers made by agents / consultants / retainers / representatives / associates of foreign principals.
- (d) Offers which do not confirm unconditional validity of the bid for 120 days from the date of opening of techno-commercial unpriced bid.
- (e) Offers where prices are not firm during the entire duration of the contract and / or with any qualifications.
- (f.i) Offers which do not conform to OIL's 'online price bid format' as given in the e-bidding engine.
- (f.ii) Offers which do not conform filling of all relevant fields in the online bidding format for the items quoted by them.
- (g) Offers which do not confirm to the mobilization period indicated in the tender.
- (h) Offers which do not confirm to the contract period indicated in the tender.
- (i.i) Offers received without Integrity pact duly signed by the authorized signatory of the bidder.
- (i.ii) Offers of the bidders violating the provisions of Integrity pact.
- (j) Offers and all attached documents not digitally signed using digital signatures issued by an acceptable Certifying Authority (CA) as per Indian IT Act 2000 by the person as per power of attorney submitted as per BEC clause B.2(ii)
- (k) The offers of the bidders indicating / disclosing prices in techno-commercial (un-priced bid) or at any stage before opening of priced-bid.
- (l) Offers not accompanied with a copy of valid registration certificate under Service Tax Rules or an undertaking for submission of copy of

requisite service tax registration certificate alongwith the first invoice under the contract. (Not Applicable for Service providers from outside India, who do not have any fixed establishment or permanent address in India).

Offers not accompanied with a declaration to the effect that the bidder do not have any fixed establishment or permanent address in India. (Applicable for Service providers from outside India, who do not have any fixed establishment or permanent address in India).

- (m) Offers not accompanied with an undertaking to provide all the necessary certificates / documents for enabling OIL to avail Input VAT credit and CENVAT credit benefits (wherever applicable), in respect of the payments of VAT, Excise Duty, Service Tax etc. which are payable against the contract (if awarded), alongwith documentary evidence for payment of Excise Duty and Service Tax.
- (n) Offers not accompanied with a declaration that neither the bidders themselves, nor any of its allied concerns, partners or associates or directors or proprietors involved in any capacity, are currently serving any banning orders issued by OIL debarring them from carrying on business dealings with OIL.
- (o) Offers not accompanied with an undertaking that all conditions as contained in the tender document (including the 'Instructions to bidders' at **Section II and Model Contract Conditions' at Section -III**) are acceptable to them unconditionally.

4. Personnel Taxes

Bidders shall bear, within the quoted rates, the personnel tax as applicable in respect of their personnel and their sub-contractor's personnel, arising out of execution of this Contract.

5. Corporate Tax:

Bidders shall bear, within the quoted rates, the Corporate tax as applicable, on the income from the contract.

6. Bidders must accept the following clauses of draft contract in toto:-

- i) Force Majeure
- ii) Jurisdiction and applicable law
- iii) Termination
- iv) Settlement of disputes
- v) Customs duty, Excise duty, Sales tax and Service tax
- vi) Safety and Labour laws.
- vii) Performance bond

viii)Hull inspection/repair.

ix)Inspection Clause

x) Liquidated Damages Clause

7. Mobilization period:

- (a) Bidders are required to confirm that, they shall mobilize and deploy the Drilling Unit along with crew so as to commence operations at the specified location “On or before **31st May 2015**. However, 90 days mobilization time from date of issue of Letter of Award (LOA) will be given to the Contractor. **Bids quoting more than above mobilization period will be rejected.** In case of delay on account of OIL for readiness of site, consumables and other services etc, mobilization period for the above delayed period will be extended without imposing Liquidated Damage.
- (b) In case of bidders offering Drilling Units, which are in operation with other Operators, contractors shall deploy their Drilling Unit immediately after de-hiring from the ongoing contract. In case such a Drilling Unit is to be repaired/refurbished/dry docked before deployment against the new contract, time required for such activity to be indicated at the bidding stage itself and OIL may consider the same, subject to the condition that such Drilling Unit commence operations at the specified location “**On or before 31st May 2015**.”
- (c) Bidders should note that in case the successful bidder fails to mobilize and deploy the Drilling Unit alongwith crew and/or fails to commence operations within the period specified above, OIL shall have, without prejudice to any other provision in the contract including sub clause (d) below, the right to invoke the performance bond, forfeit the amount of performance bond and terminate the contract.
- (d) If the Contractor is unable to mobilize/ deploy the Drilling Unit and commence the operation within the period specified in sub clause (a) to (b) above, it may request OIL for extension of the time with unconditionally agreeing for payment of Liquidated Damages. Upon receipt of such a request, OIL may, at its discretion, extend the period of mobilization and OIL as its sole remedy can recover from contractor as ascertained and agreed Liquidated Damages and not by way of penalty a sum equivalent to 1/2 % (half percent) of annual contract value (i.e. Effective Day Rate based on which bids were evaluated x 120 days) for each week of delay or part thereof subject to maximum of 7.5% (Seven and half percent).

The parties agree that this is a genuine pre-estimate of the loss/damage which will be suffered on account of delay/breach on the part of the contractor and the said amount will be payable on

demand, without there being any proof of the actual loss or damages caused by such delay/breach.

Note:

The succeeding day of issue of firm order shall be counted as Day 1 for the purposes of Mobilization period.

Bidder to provide various schedules as per Clause No. 1.1(iii) - (Mobilization) of the Model Conditions of the Contract at Section III of tender document.

8. Deleted

9. Deleted

10. Indian companies/Joint venture companies

Indian bidders, whose proposal for technical collaboration/ joint venture involves foreign equity participation or payment of royalty and/or lumpsum for technical know-how and wherever Govt. approval is necessary, are required to submit copy of Govt. approval on their application submitted to SIA prior to date of priced bid opening.

11. **Period of charter hire**

The Contract will be for a firm period of **4 months (120 days)** from date of commencement of work (i.e. date of completion of Mobilisation and commencement of actual work) including production testing. The contract will stand automatically extended under the same rates, terms and conditions to cover the time necessary to complete or abandon, to the satisfaction of OIL, the well in progress at the end of the term of the contract.

12. Price

Bidders shall quote firm rates strictly as per price format as given in the e-bidding engine.

13. **Identification of Drilling Unit**

- (a) All the bidders are required to clearly identify the rig (s) at the time of submission of un-priced bid with documentary proof thereof in the form of Registration Certificate so that the same rig is not offered by more than one bidder.

- (b) In case owner of the rig himself is the bidder, the certificate confirming availability of the rig against the instant tender, shall be furnished by owner himself.
- (c) In case of rig (s) offered on leased basis, the bidders are required to submit alongwith unpriced bid, the original Memorandum of Understanding concluded with the owner of the rig, specifically for this tender. The MOU must clearly indicate that the rig _____ (name of the rig) is not being offered by the owner to anybody else other than _____ (name of the bidder) to participate in OIL's tender No._____. The above MOU must be valid through the validity of the bid and any extension thereof. The successful bidder shall be required to keep the MOU valid for the period of contract and any extension thereof.
- (d) Deleted
- (e) Deleted
- (f) Bidders may identify more than one Rig for each of the rig offered, giving complete technical details for evaluation alongwith copy of MOU / Agreement for this tender. If bidder offers rigs, more than tendered quantity, the additional rigs offered shall be considered as alternate rigs. In such cases bidder shall clearly indicate the main rig and the alternate rig offered. All the offered rigs i.e. main rig and alternate rigs would be techno-commercially evaluated. The EDR of alternate rig(s) offered should be same as that of main rig offered irrespective of the place from where the rig is to be mobilized. Bidders will have to mobilize the rig out of these identified rig(s), which are found acceptable to OIL but the name of the rig to be mobilized by the bidder would have to be furnished by them within 15 days of placement of LOI.

In case the tender requirement of rigs is for more than one rig and bidder submits their offer for more than one rig, the EDR of all the quoted rigs must be same, irrespective of the place from where the rig is to be mobilized.

- (g) Offers with rigs identified but with the condition "subject to availability" shall also be considered for techno-commercial evaluation. The bidders, however, have to confirm the availability of the Drilling Unit, one day prior to price bid opening. The date of price bid opening will be intimated to the bidder subsequently. Bidders who fail to confirm availability of rig will not be considered for price bid opening and would not be considered for award of Contract also.

- (h) Bidders would not be allowed to substitute the rig once offered by them in their bid during the period of bid validity. However, the bidder can substitute the offered rig while extending the bid validity, if sought, during tender processing, provided that the new rig offered meet tender specification.

14. Deleted

15. Non Operating Day Rate / Moving Day Rate

Bidders should quote Non Operating Rig Day Rate, which should not exceed **95%** of the Rig Operating Day Rate.

Further, bidders should quote **Rig Moving Day Rate, which should not exceed 90% of the Rig Operating Day Rate.**

16. Boarding and Lodging:

There should be a provision for keeping 30 OIL and/or Third party personnel on board the Rig and OIL would pay at the rate of US\$ 15/- per person per day for boarding and lodging. In case a person does not stay overnight on Drilling Rig and takes only meal(s) then US\$ 6/- shall be payable for individual meal.

17. Value of Drilling Unit & Equipment

Bidder shall indicate the value of the drilling unit in the price format.

Bidder to give an undertaking that they shall ensure the Customs clearance of the Drilling Unit before deployment of the Drilling Unit and shall confirm that after completion of the contract period (or any extension thereof) of Contract period, Contractor accepts the responsibility for handling all Customs related issues and OIL will be free from Customs duty payment, if any.

18. Mobilization charges should not exceed 7.5% of the total estimated Contract value.

19. Bidders to confirm acceptance for extension of the contract, at the same rates, terms and conditions, at the option of Operator, for the total unpaid period of absence or non-availability for operations of the Drilling Unit due to repairs, dry-dock, break-down and hull inspection.

20. Financial Criteria for the bidders

- (i) Average annual financial turnover in last 3 (three) accounting years shall be minimum **INR 66.00 Crore (USD 11.00 Million).**
- (ii) Net-worth of Bidder should be Positive (as per latest audited annual accounts).

Notes:

- i. The basis of bid value shall be the price quoted by the bidder including duty and taxes, if any, which is taken into consideration for evaluation. However, in case Customs duty in respect of foreign bidders is not a part of their quotation, it shall not form basis for determining the bid value.
- ii. For the purpose of ascertaining parameter of Turnover of the bidder, average turnover of the bidder for the previous two financial years shall be considered. The bidder will provide a copy each of audited annual accounts of previous two financial years for ascertaining their turnover. The date (i.e. the financial period closing date) of the immediate previous year's audited annual accounts should not be older than eighteen (18) months from the bid closing/un-priced bid opening date. In case of Two Bid System, in the un-priced bid, the bidder will submit a 'certificate of compliance' to the effect that the Turnover of the bidder is equal to or more than the required value as applicable.
- iii. In case the information contained in the 'certificate of compliance', as in (ii) above, is found to be incorrect later on after opening of price bids, then their bids will be rejected in case the bidder is not actually meeting the required financial criteria.
- iv. In case the bidder is a newly formed company (i.e. one which has been incorporated in the last 5 years from the date of un-priced bid opening of the tender) who does not meet financial criteria (i.e. **Turnover INR 66.00 Crore (USD 11.00 Million)**) by itself and submits his bid based on the financial strength of his promoter company, then following documents need to be submitted;
 - a) Turnover of the promoter company should be more than **INR 66.00 Crore (USD 11.00 Million)**.
 - b) Net worth of the promoter company should be positive.
 - c) Corporate Guarantee on promoter company's company letter head signed by an authorized official undertaking that they would financially support the newly formed company for executing the project/job in case the same is awarded to them, and
 - d) The bidder is a newly formed company i.e. one which has been incorporated in the last 5 years from the date of un-priced bid opening of the tender

iv (a) In case the bidder is a subsidiary company (should be a 100% subsidiary of the parent/ultimate parent/holding company) who does not meet financial criteria (i.e. Turnover Criteria) by itself and submits his bid based on the financial strength of his parent/ultimate parent/holding company, then following documents need to be submitted:

- I) Turnover of the parent / ultimate parent /holding company should be more than **INR 66.00 Crore (USD 11.00 Million)**.
- II) Net worth of the parent / ultimate parent company should be positive.
- III) Corporate Guarantee on parent/ultimate parent/holding company's letter head signed by an authorized official undertaking that they would financially support their 100% subsidiary company for executing the project/job in case the same is awarded to them, and
- IV) The bidder is a 100% subsidiary company of the parent/ultimate /holding parent company.

v. If the bid is from a Consortium, then the net worth of all the consortium partners individually should be positive. Further, the consortium partners should individually meet the turnover limit in proportion to the percentage of work to be performed by them respectively in terms of the limit of turnover specified in the tender. For this purpose, the bidder should indicate in the un-priced bid, the percentage of work to be performed by the respective consortium members. However, the financial capability of sub-contractors will not be taken into consideration.

21. Consideration of Indian Agent

Indian agent is not permitted to represent more than one foreign bidder (Supplier/Manufacturer/Contractor) in a particular tender. In case, an Indian agent represents more than one foreign bidder (Supplier/Manufacturer/Contractor) in a particular tender, then offers of such foreign bidders (Suppliers/ Manufacturers/ Contractors) shall be rejected in that tender.

22. Proforma of Integrity Pact (which is issued along with the bidding document) shall be returned by the bidder along with technical bid, duly signed by the same signatory who signs the bid i.e. who is duly authorized to sign the bid. All the pages of the Integrity Pact shall be duly signed by

the same signatory. Bidder's failure to return the Integrity Pact along with the bid, duly signed, shall lead to outright rejection of such bid.

23. 'Pollution and Contamination' and 'cost of control of Blowout'
The bidders should confirm that they will undertake liability upto **US\$ 1 Million** for each incident of blow-out/crater and/or pollution.

Offers of those bidders who take exception to the provisions on 'Pollution and Contamination' and 'Cost of control of Blowout' shall be rejected.

C) PRICE EVALUATION

- 1.0** Bids shall be evaluated in Indian Rupees. While evaluating the bids, the closing B.C. Selling market rates of exchange declared by the State Bank of India on the day prior to the price bid opening will be taken into account for conversion of foreign currency into Indian Rupees. Where the time lag between opening of price bid and final decision exceeds three months, the B.C. selling market rate of exchange declared by SBI on the day prior to date of final decision will be adopted for conversion of foreign currency into Indian Rupees.

The bids shall be compared based on **Effective Day Rate** which shall be worked out as under:

- a. MOB= Mobilization fee, lumpsum for the Drilling unit
- b. DEMOB= De-Mobilization fee, lumpsum for the Drilling unit
- c. RODR = Rig Operating Day Rate
- d. NODR = Rig Non-Operating Day Rate
- e. EBDR = Rig Equipment Break down Day Rate
- f. RMDR = Rig Move Day Rate
- g. Average Diesel consumption per Day in KL (Q)
- h. P= Price of Diesel which will be adopted for evaluation of bids shall be informed subsequently.
- i. HSR= Rental for H2S Equipment per day inclusive of MOB/DEMOB
- j. L1= Loading on account of Diesel
- k. L2=Loading on account of H2S

The Effective Day Rate d shall be evaluated as under:

Effective Day Rate (EDR) = $[\text{MOB} \times 1 + \text{RODR} \times 106 + \text{NODR} \times 6 + \text{EBDR} \times 4 + \text{RMDR} \times 4 + \text{DEMOB} \times 1 + \text{L1} + \text{Loadings, if any}]$ divided by 120 days.

Where,

$$L1 = P*Q*120$$

$$L2 = HSR * 60$$

Explanation :

1. Figure 120 in the above formula indicates the number of days considered for evaluation purpose.
2. Figure 106 in the above formula indicates the number of Operating days out of 120 days.
3. Figure 6 in the above formula indicates the number of Non-Operating days out of 120 days.
4. Figure 4 in the above formula indicates the number of Equipment break-down days out of 120 days.
5. Figure 4 in the above formula indicates the number of Rig Move days out of 120 days.
6. Figure 60 days is for the period of utilization of H2S services.
7. All the above figures are for evaluation purpose only.

Notes

For import of rigs/equipments/tool in these areas, OIL will provide Recommendatory Letter (RL) to the contractor so that they obtain Essentiality Certificate (EC) from DGH for availing concessional rate of Customs duty (presently zero against EC) for import of rigs/equipments/tools for deployment in PEL/ML/NELP areas where Customs duty is not applicable.

For spares, consumables and accessories required during the execution of the contract for operation and maintenance of equipment/rigs and equipments, Corporation shall also issue Recommendatory Letter to the contractor for obtaining EC for availing concessional rate of Customs duty.

No Customs duty for rigs/equipments/tools or for spares, consumables and accessories required for operation and maintenance of equipment/rigs and equipments to be built in the quoted price.

The responsibility of obtaining Essentiality Certificate from concerned authorities lies with Contractor and OIL will not be liable to the Contractor for whatsoever reasons.

- 2.0 Bidders are required to ascertain themselves, the prevailing rates of Service tax and all other taxes and duties as applicable (alongwith rates of all related levies viz. Surcharges, Cess, etc.,) on the scheduled date of submission of Price Bids/ revised Price Bids (if any) and OIL would not undertake any responsibility whatsoever in this regard.

Accordingly, bidders (excluding the Service providers covered under clause 2.1 below) should quote the prices, clearly indicating the applicable rate of Service Tax, / description of service as per Service Tax rules (under which the respective service is covered) alongwith all other taxes and duties applicable. Details of abatements / deductions available, if any, should also be indicated specifically.

Total price inclusive of all taxes and duties (including Service Tax) as applicable shall be taken for evaluation.

In case the Services Tax and other taxes / duties are not quoted explicitly in the offer, the offer will be considered as inclusive of all liabilities of the same (Tax & Duties).

In the contracts involving multiple services or involving supply of certain goods / materials alongwith the services, the Bidder should give separate break-up for cost of goods and cost of various services, and accordingly quote Service Tax as applicable for the taxable services. In case the Bidder does not give break-up of the quoted prices, separately indicating the components of taxable services and material to be supplied (if any), the Service Tax will be loaded on entire quoted / contract value for evaluation considering abatement, if an, as per statute.

Service Tax, if any applicable, on input services required to meet the scope of work will be borne by the Bidder within their quoted prices. The bidder must avail eligible CENVAT/VAT credit of tax/ duty paid on input services /capital goods/ Inputs and benefit of CENVAT/VAT credit should be passed on to OIL by way of quoting rate(s) net of CENVAT/VAT credit i.e. gross value of service adjusted by CENVAT/VAT credit available to the bidder.

- 2.1 For Services received by OIL in taxable Territory of India from a Service provider located outside the taxable territory of India, who does not have any fixed establishment or permanent address for providing taxable service in India, or as per relevant provisions of tender document, where the liability to pay 100% Service Tax is on OIL, the Bidder should not include the Service Tax in his quoted price. However, the Service Tax as applicable will be loaded for evaluation on the

portion of services which attract Service Tax. In case the Bidder does not give break-up of the quoted price, separately indicating the component for the taxable services and material to be supplied (if any), the Service Tax will be loaded on entire quoted / Contract value.

- 2.2 For Services received by OIL, where liability to pay Service Tax shall be partly on OIL and partly on respective service provider as per clause No. 14.5.1 and 14.5.2 of Annexure-I, bidder should include 100% Service Tax in their quoted prices. However, payment to the contractor shall be made after deducting portion of Service Tax to be paid by OIL directly to the tax authorities.
- 3.0 If Customs Duty/Excise Duty/Sales Tax/Service Tax are being taken into account for the purpose of evaluation of bids then the rate of Customs Duty/Excise Duty/Sales Tax Service Tax as prevailing on the date of bid closing/date of revised price bid closing as the case may be will be taken into consideration for the propose of evaluation of bids. However, if there is any change in the rate of Customs Duty/Excise Duty /Sales Tax Service Tax after the date of bid closing/date of revised price bid closing but prior to award of the contract due to which there is any change in the original ranking of Bidders, then the Bidder who has emerged lowest based on the rate of Customs Duty/Excise Duty/Sales Tax Service Tax as prevailing on the date of bid closing/bid submission/opening of revised prices would be considered for award of contract but subject to matching his prices with the Bidder who has emerged lowest as a result of modification in duties & taxes. In case originally evaluated L-1 Bidder fails to match the price (with the Bidder who emerges L-1 due to change in Duties) then the award of contract will go to the Bidder who subsequently emerges L-1 due to change in Duties.

D) Price Preference - Deleted

(E) General

1. Discount:

Bidders are advised not to indicate any separate discount.

Discounts, if any, should be merged with the quoted prices. Discount of any type indicated, separately, will not be taken into account for evaluation purpose. However, in the event, such offer without considering discount, is found to be lowest, OIL shall avail such discount at the time of award of contract.

2. The bidder/contractor is prohibited from offering any service / benefit of any manner to any employee of OIL and that the contractor may suffer summary termination of contract / disqualification in case of violation.
- (F)** This BEC over rides all other similar clauses appearing anywhere in the Tender document.

Annexure V, appendix 1

Technical Matrix for 400 to 500 m Water Depth Deepwater Rig

Sl. No.	Details	Confirmed/ Not Confirmed
1.	Whether the bidder is an offshore drilling contractor/ company having minimum 3 years experience of operating floater rig	
2.	If the bidder is a company including an Indian company/ Indian joint venture company, whether either the Indian company/Indian joint venture company or its technical collaborator/ joint venture partner meets the criteria laid down at 1.1 of technical BRC-BEC.	
3.	Whether the bidder has submitted copies of respective contracts, alongwith documentary evidence in respect of satisfactory execution of each of those contracts as required in Para 1.2 in support of experience laid down at Para 1.1(a) of technical BEC.	
4.	Is the bidder a consortium of companies and if yes has they submitted required document as required under BRC-BEC-A.1.3	
5.	Anchor Moored Drillship/Semi- Submersible can operate round the year in West/East Coast Indian Offshore environmental conditions as given in Tender documents	
6.	Has the Bidder provided Design & Operating Criteria of rig offered including Operating Limitations	
7.	Rig conforms to Rig specifications as per Tender document and equipment of the offered Rig are in good working conditions.	
8.	Rig offered meets the criteria on the following as laid down in Tender document i) Design ii) Water Depth Capability iii) Drilling Depth Capability	
9.	Rig is equipped with all the equipment and accessories as per Technical Specifications of Tender document	
10.	deleted	
11.	Has the Bidder enclosed the certificate from stipulated internationally reputed Insurance Underwriter's Surveyor to the effect that, offered Rig is capable to working in Indian Offshore environmental conditions for the water depth of 400 to 500 m as per Meteorological and oceanographical parameters as given in the Tender	

Sl. No.	Details	Confirmed/ Not Confirmed
	document	
12.	a) Has the Bidder submitted valid Classification Certificate confirming that the Rig offered conforms to the specifications as built along with ISM and Registry Certificates	
13.	Does all the Life saving & Fire fighting on board the Rig meets ISM Regulations	
14.	Has the bidder confirmed to provide experienced Crew personnel as per the criteria laid down in the Bid Evaluation Criteria and Tender document	
15.	Has the bidder confirmed to provide List of Expatriates and Indian personnel with their bio-data and experience in respective areas of work within 30 days of the Letter of Award or at least 90 days prior to commencement of Contract whichever later	
16.	Rig is equipped with suitable ROV as per tender scope of work capable of operating in 400 -500m water depth	
17.	(a) Whether H2S detection equipment & Protection system as stipulated in tender shall be provided upon request by OIL. (b) Rental per day has been quoted separately for above.	
18.	Has the Bidder confirmed to provide all the drill pipes as New/Premium class preferably without hard banding on tool joints or with tool joints having hard banding of non-abrasive, non-tungsten carbide material applied countersunk and flushed with tool joint as per Tender document.	
19.	Has the Bidder confirmed to provide that all major equipment like drawworks Tackle system Mud Pump, main Generating sets, Main Engines, Swivel , Rotary Table, Top Drive, Drill String Motion Compensator, etc. are in perfect working condition and are capable of drilling wells of 7,000m or more and completing contract tenure (including extension, if any) without major repair	
20.	Has the Bidder confirmed to provide all substitutes matching for Contractor's drill string, fishing tools and Contractor supplied equipment and for bits as per the casing policy to be used	
21.	Has the Bidder confirmed to provide all lubricants for Contractor's equipment & Contractor's hired services at	

Sl. No.	Details	Confirmed/ Not Confirmed
	Contractor's cost	
22.	Has the Bidder confirmed to provide that Rig is equipped with Mud processing Equipment, matching to the specifications with screens and its replacements as per the Tender document	
23.	Has the Bidder confirmed acceptance of the Schedule of Responsibilities as per Tender document	
24.	a) Has the Bidder confirmed to obtain permission of DG Shipping for deploying the offered drilling unit in Indian waters, as required. b) Has the Bidder confirmed to secure all statutory permits, licences, clearances for the rig, expat and local crew personnel like Naval/DRDO/Customs/MOHA/IB/Police and any other such clearances required for operations under this contract, if required at their expense. c) Has the Bidder confirmed to provide compliant rig and required documentation for obtaining timely "consent for operation" from OISD prior to commencement of rig operations as per contract schedule.	
25.	Has the Bidder confirmed acceptance of the Inspection Clause of Tender document in toto.	

Annexure V, appendix 2

Commercial Matrix

S/NO	REQUIREMENT AS PER BEC AND CONDITIONS OF THE TENDER	BIDDER'S CONFIRMATION (confirmed/not confirmed/not applicable/detail)	REF. PAGE NO OF BID	DETAILS OF EXCEPTION, IF ANY
1	Whether bidder has purchased tender document against payment of tender fee			
2	Whether the bid along with all appendices and copies of documents (including scanned copies of the documents required in original) have been invariably submitted in the 'document area in C-folder' through OIL's e-bidding portal, before the scheduled date and time for the tender closing.			
2.1	Whether all the documents uploaded have been digitally signed by the authorized signatory of the bidder and whether each file has been digitally signed and then uploaded.			
2.2	Whether the bidder has noted that the file (s)			

	should not be zipped in a folder and then digitally signed			
2.3	Whether bidder has submitted following documents, in original, in physical form also, in a sealed envelope superscribing “ Physical documents against e-procurement Tender Number Opened on”, To be opened by only Tender Opening Officers at 1700 Hrs, onas per BEC clause B.3.			
(i)	The original bid security			
(ii)	The power of attorney or authorization, or any other document consisting of adequate proof of the ability of the signatory to bind the bidder, in original, (when the power of attorney is a special “Power of Attorney” relating to the specific tender of OIL only) or A notarized true copy of the “Power of Attorney” (if the power of attorney is a general “Power of Attorney”.)			
(iii)	‘Integrity Pact’ duly signed			
(iv)	Notarized Agreement between the parent and the subsidiary company or vice-versa (as per Annexure V : Appendix – 3 of tender document, wherever applicable)			

(v)	Parent/Subsidiary Guarantee from the parent/subsidiary company (as per Annexure V – Appendix – 4 of tender document, wherever applicable)			
(v)(a)	Notorized Agreement between bidder, their ultimate parent/holding company and the sister subsidiary/co-subsidiary company (as per Annexure V – Appendix –5 of tender document, wherever applicable).			
(vi)	Certificate in original from practicing Statutory Auditor engaged by bidder for auditing their annual accounts in separate sealed envelope super scribed with "Tender number & Certificate from practicing Statutory Auditor" as per Clause No. D of BEC (Applicable for Indian bidders claiming price preference).			
(vii)	Memorandum of understanding / Agreement with their technical collaborator/joint venture partner (in case of joint venture) (wherever applicable)			
(viii)	MOU with the owner of the rig (wherever applicable)			
(ix)	Documentary evidence required towards past experience as per clause A.1.2 of BEC.			
(x)	Any other documents(s) as per requirement of tender			

2.4	Whether bidder has noted that the price bids submitted in physical form shall not be given any cognizance.			
3	Whether bidder has noted that offers of following kinds will be rejected			
(a)	Offers made without bid security/ bid bond/ bank guarantee alongwith the offer			
(b)	Offers not submitted in e-form through OIL's e-procurement engine			
(c)	Offers made by agents / consultants / retainers / representatives / associates of foreign principals			
(d)	Offers which do not confirm unconditional validity of bid for 120 days from the date of submission/ opening of techno commercial unpriced bid			
(e)	Offers where prices are not firm during the entire duration of the contract and / or with any qualifications			
(f.i)	Offers which do not conform to OIL's 'online price bid format' as given in the e-bidding engine.			
(fii)	Offers which do not conform filling of all relevant fields in the online bidding format for the items quoted			
(g)	Offers which do not confirm to the mobilisation period indicated in the tender			

(h)	Offers which do not confirm to the contract period indicated in the tender			
(i.i)	Offers received without integrity pact signed by the authorised signatory of the bidder			
(i.ii)	Offers of the bidders violating the provisions of Integrity pact			
(j)	Offers of such bidders which are not digitally signed using digital signatures issued by an acceptable Certifying Authority (CA) as per Indian IT Act 2000 by the person as per power of attorney submitted as per BEC Clauses.			
(k)	Offers of the bidders indicating /disclosing prices in un-priced bid or at any stage before opening of price bid			
(l)	Offers not accompanied with a copy of valid registration certificate under Service Tax Rules or an undertaking for submission of copy of requisite service tax registration certificate alongwith the first invoice under the contract. (Not Applicable for Service providers from outside India, who do not have any fixed establishment or permanent address in India).			

	Offers not accompanied with a declaration to the effect that the bidder do not have any fixed establishment or permanent address in India (Applicable for Service providers from outside India who do not have Fixed Establishment or permanent address in India)			
(m)	Offers not accompanied with an undertaking to provide all the necessary certificates / documents for enabling OIL to avail Input VAT credit and CENVAT credit benefits (wherever applicable), in respect of the payments of VAT, Excise Duty, Service Tax etc. which are payable against the contract (if awarded), alongwith documentary evidence for payment of Excise Duty and Service Tax.			
(n)	Offers not accompanied with a declaration that neither the bidders themselves, not any of its allied concerns, partners or associates or directors or proprietors involved in any capacity, are currently serving any banning orders issued by OIL debarring them from carrying on business dealings with OIL.			
(o)	Offers not accompanied with an undertaking that all conditions as contained in the Tender Document			

	including the 'Instructions to bidders' at Annexure –I and Model Contract Conditions' at Annexure–II) are acceptable unconditionally			
(q)	Offers of those bidders who quote Non Operating Rig Day Rate exceeding 95% of the Rig Operating Day Rate. Offers of those bidders who quote Rig Moving Day Rate exceeding 90% of the Rig Operating Day Rate.			
4	Confirms acceptance of clause on Personnel taxes as per BEC and bid document			
5	Confirms acceptance of the clause on Corporate tax as per BEC and Bid document			
6	Confirms acceptance of following clauses of BEC and bid document in to-to: -			
i)	Force Majeure			
ii)	Jurisdiction & Applicable law			
iii)	Termination			
iv)	Arbitration/Settlement of disputes			
v)	Claims, taxes, Fees and Accounting			
vi)	Safety and Labour laws			
vii)	Performance Bond			
viii)	Insurance			
ix)	Liquidated Damages			
x)	Hull Inspection/repair			
7	Whether bidder has confirmed acceptance of the 'mobilization period' Clause of BEC and bid document			

7.1	Whether bidders has confirmed that in case the successful bidder fails to mobilize and deploy the Drilling Unit alongwith crew and/or fails to commence operations within the period specified above, OIL shall have, without prejudice to any other provision in the contract including sub clause (f) below, the right to invoke the performance bond, forfeit the amount of performance bond and terminate the contract. Apart from termination, Contractor will be put up on holiday of two years as per Clause No.22.8.1 of model contract conditions.			
7.2	Confirms that various schedules as per Mobilisation clause of Model Contract Conditions at Annexure-II of tender document have been submitted.			
8	Not used			
9	Confirms unconditoinal validity of the bid for 120 days from the date of closing of bid			
10	Confirms compliance of the clause on submission of Govt. approval in case of Indian Cos./ Joint venture Cos. As per BEC and Bid document (Applicable for Indian bidders, wherever applicable)			

11	Confirms acceptance of the clause on period of charter hire as per BEC and Bid Document			
12	Confirms acceptance of clause on Firm price as per BEC and Bid document and that rates have been quoted strictly as per price format in e-mode.			
12.1	Whether copy of price bid with the prices blanked out has been submitted alongwith un-priced bid as per all Notes below Price Format (Annexure IV of tender document / 'Notes and price bid attachments in system).			
13	Confirms acceptance of the Clause on Identification of rig as per BEC and Bid document			
13.1	Whether owner of the offered rig himself is the bidder			
13.1.1	If yes, the certificate confirming availability of the rig for this contract has been furnished by the owner himself in the unpriced bid			
13.1.2	Has submitted documentary proof of Ownership of the rig in the form of Registration certificate of the rig in the un-priced bid.			
13.2	Whether rig is offered on leased / proposed purchase basis			
13.2.1	If Yes whether submitted the following / confirms the following :			

(i)	Whether original MOU/ Agreement of Lease / Purchase of rig concluded with the owner of the rig specifically for this tender has been submitted			
(ii)	Has submitted documentary proof of ownership of the rig in the form of Notarised copy of registration certificate of the rig in the un-priced bid.			
(iii)	Whether MOU clearly indicates the name of rig and the offered rig is not being offered by the Owner of the rig to anybody else other than the bidder to participate in this tender.			
(iv)	Whether the above MOU/Agreement is valid for 120 days as per validity of bid			
(v)	Confirms that on being successful, the MOU/ Agreement shall be kept valid for the period of contract and any extension thereof			
(vi)	Bidders offering new rig under construction, whether an undertaking to submit the copy of the Provisional Registry Certificate to OIL prior to commencement of contract and Contractor to provide the Permanent Registration Certificate within the validity of provisional certificate is furnished			
13.3	Has identified more than one rig for each of the rig offered			

13.3.1	If yes, each of the above (viz. copy of MOU/ Agreement for this tender etc), as applicable, is complied with			
13.4	Whether the rig offered is with the condition 'subject to availability'			
14	Whether EMD/Bid Bond / Bid security for the prescribed amount has been submitted			
15	Confirms that quoted Non Operating Day Rate does not exceed 95% of quoted ODR and quoted Moving Day Rate does not exceed 90% of quoted ODR as per BEC			
16	Confirms acceptance of clause on boarding and lodging for OIL's and/ or third party personnel as per BEC			
17	Whether the value of the rig indicated in the price bid			
17.1	Bidders offering new rigs under construction, whether conforms to furnish value of the rig prior to mobilization of the rig from the Shipyard.			
17.2	Whether submitted an undertaking that bidder shall ensure the Customs clearance of the rig before deployment of the rig and shall confirm that after completion of two years (or any extension thereof) of Contract period, Contractor accepts the responsibility for handling			

	all Customs related issues and OIL will be free from Customs duty payment, if any.			
18	Whether place from which offered rig shall be mobilized has been indicated and whether MOB Fee has been quoted as per prescribed limit			
18.1	Whether the bidder has noted that in case the mobilization fee quoted by a bidder exceeds the limit specified, the offer of such bidder would be straightway rejected			
19	Whether confirm acceptance for extension of the contract, at the same rates, terms and conditions, at the option of Operator, for the total unpaid period of absence or non-availability for operations of the rig due to repairs, dry-dock, break-down and hull inspection			
20.1	Whether the bidder has submitted the requisite documents as per BEC Clause No. B.20 – Financial Criteria			
20.1(a)	Whether the bidder has noted that Turnover of Bidder should be 30 % of the annualized bid value or more and net worth of the bidder should be positive			
20.1(b)	Whether bidder has noted that the basis of bid value shall be the price quoted by the bidder including duty and taxes, if any, which is taken into			

	consideration for evaluation.			
20.1(c)	Applicable for foreign bidders - Whether bidder has noted that in case Customs duty is not a part of the quotation, it shall not form basis for determining the bid value.			
20.1(d)	Whether the bidder noted that for the purpose of ascertaining parameter of Turnover of the bidder, average turnover of the bidder for the previous two financial years shall be considered.			
20.1(e)	Whether the bidder has submitted copy of each of Audited Annual Accounts of previous two financial years in the un-priced bid.			
20.1(f)	Whether the date (i.e. the financial period closing date) of the immediate previous year audited annual accounts is not older than eighteen (18 months) from the bid closing / un-priced bid opening date			
20.1(g)	Whether the bidder has submitted a "certificate of compliance" to the effect that turnover of the bidder is equal to or more than the required value as applicable.			
20.1(h)	Whether bidder has noted that in case the information contained in the 'certificate of compliance', as in 20.1(g) above is found to be incorrect later on after			

	opening of price bids then their bids will be rejected in case the bidder is not actually meeting the required financial criteria.			
20.2	Whether bidder is a newly formed company (i.e. one which has been incorporated in the last 5 years from the date of un-priced bid opening of the tender) who does not meet financial criteria (i.e. Turnover for 30% annualized bid value) by itself and submits his bid based on the financial strength of his promoter company			
20.2(a)	If Yes, whether submitted following documents :-			
(i)	Documentary evidence that the Turnover of the promoter company is more than 30% of the annualized bid value and Net Worth is positive.			
(ii)	Documentary evidence that the Net Worth of promoter company is positive.			
(iii)	Corporate Guarantee on promoter company's company letter head signed by an authorized official undertaking that they would financially support the newly formed company for executing the project/job in case the same is awarded to them, and			
(iv)	Documentary evidence that the bidder is a newly formed company i.e. one which has been			

	incorporated in the last 5 years from the date of un-priced bid opening of the tender.			
20.3	Whether bidder is a subsidiary company (should be a 100% subsidiary of the parent/ultimate parent/holding company) who does not meet financial criteria (i.e. Turnover for 30% annualized bid value) by itself and submits his bid based on the financial strength of his parent/ultimate parent/holding company			
20.3(a)	If Yes, whether submitted following documents :-			
(i)	Documentary evidence that Turnover of the parent / ultimate parent /holding company is more than 30% of the annualized bid value.			
(ii)	Documentary evidence that Net worth of the parent / ultimate parent company is positive.			
(iii)	Corporate Guarantee on parent/ultimate parent/holding company's letter head signed by an authorized official undertaking that they would financially support their 100% subsidiary company for executing the project/job in case the same is awarded to them			
(iv)	Documentary evidence that the bidder is a 100% subsidiary company of the			

	parent/ultimate/holding parent company.			
20.4	In case of consortium of bids			
20.4(a)	Whether net worth of all the consortium partners individually is positive			
20.4 (b)	Whether indicated in the un-priced bid, the percentage of work to be performed by the respective consortium members in terms of value of the total price			
20.4(c)	Whether all the consortium partners individually meet the turnover limit in proportion to the percentage of work to be performed by them respectively in terms of the limit of turnover specified in the tender			
20.4 (d)	Whether noted that financial capability of sub-contractors will not be taken into consideration.			
21	Confirms that Indian agent represents only one Foreign Bidder and in case Indian agent represent more than one Foreign Bidder than offer of such Foreign bidder shall be rejected			
22	Whether the Proforma of Integrity Pact (which is issued along with the bidding document) is returned by the bidder along with technical bid, duly signed by the same signatory who signs the bid, i.e. who is duly authorized to sign the bid			

	and whether all the pages of the Integrity Pact have been signed by the same signatory.			
22.1	Whether all the pages of the Integrity Pact are duly signed by the same signatory as per bid.			
22.2	whether Bidder has noted that failure to return the Integrity Pact along with the bid, duly signed, shall lead to outright rejection of such bid.			
23	Whether any exceptions to any of the bid document clause not covered in BEC has been taken.			
II.	LOADING CRITERIA			
1	Confirms acceptance of the break-down clause as specified in the Bid Document.			
2	Confirms acceptance of the clause on service fee as per bid document			
3	Confirms acceptance of the clause on liability in case of Blow-out/ pollution as per Bid document			
(C)	Price Evaluation			
1.0	Confirms that price evaluation methodology as per clause C of the BEC has been noted and understood by the bidder.			
2.0	Whether bidders has noted that bidders are required to ascertain themselves, the prevailing rates of Service tax and all other taxes and duties as applicable (alongwith rates of all			

	related levies viz. Surcharges, Cess, etc.,) on the scheduled date of submission of Price Bids/ revised Price Bids (if any) and OIL would not undertake any responsibility whatsoever in this regard.			
(a)	Whether bidder (excluding the Service providers covered under clauses of BEC) has quoted the prices, clearly indicating the applicable rate of service tax, nature / category of service as per service tax rules (under which the respective service is covered) alongwith all other taxes and duties applicable.			
(b)	Whether any abatements / deductions available			
(c)	if yes, whether details of abatements /deductions indicated specifically.			
(d)	Whether bidder has noted that total price inclusive of all taxes and duties (including Service tax) as applicable shall be taken for evaluation.			
(e)	Whether bidder has noted that in case the applicability of Services Tax and other taxes / duties is not quoted explicitly in the offer, the offer will be considered as inclusive of all liabilities of the same.			
(f)	Whether bidder has noted that incase of multiple services or involving supply			

	of certain goods / materials alongwith the services, the Bidder should give separate break-up for cost of goods and cost of various services, and accordingly quote Service Tax as applicable for the taxable services and in case the Bidder does not give break-up of the quoted prices, separately indicating the components of taxable services and material to be supplied (if any), the Service Tax will be loaded on entire quoted / contract value for evaluation.			
(g)	Whether bidder has noted that Service Tax, if any applicable, for input services required to meet the scope of work will be borne by the Bidder within their quoted prices.			
(h)	Whether the bidder agrees to avail eligible CENVAT credit of tax/ duty paid on input services /capital goods/ Inputs and pass on the benefit of CENVAT credit to OIL			
(i)	Whether the bidder has quoted the rate(s) net of CENVAT credit i.e. gross value of service adjusted by CENVAT credit available to the bidder.			
C.2	For Service provider from outside India, who does not have any fixed establishment or permanent address in India			

1	Whether the Bidder has quoted the prices exclusive of service tax			
2	Whether bidder has noted that Service tax as applicable will be loaded for evaluation on the portion of services which attract service tax			
3	Whether bidder has noted that in case the Bidder does not give break-up of the quoted price, separately indicating the component for the taxable services and material to be supplied (if any), the service tax will be loaded on entire quoted / Contract value.			
C.3	Whether bidder has noted that If Customs Duty/Excise Duty/Sales Tax/Service Tax are being taken into account for the purpose of evaluation of bids then the rate of Customs Duty/Excise Duty/Sales Tax Service Tax as prevailing on the date of bid closing/date of revised price bid closing as the case may be will be taken into consideration for the propose of evaluation of bids.			
3.1	Whether bidder has noted that if there is any change in the rate of Customs Duty/Excise Duty /Sales Tax Service Tax after the date of bid closing/date of revised price bid closing but prior to award of the contract due to which			

	there is any change in the original ranking of Bidders, then the Bidder who has emerged lowest based on the rate of Customs Duty/Excise Duty/Sales Tax Service Tax as prevailing on the date of bid closing/bid submission/opening of revised prices would be considered for award of contract but subject to matching his prices with the Bidder who has emerged lowest as a result of modification in duties & taxes. In case originally evaluated L-1 Bidder fails to match the price (with the Bidder who emerges L-1 due to change in Duties) then the award of contract will go to the Bidder who subsequently emerges L-1 due to change in Duties			
(D)	Price Preference (applicable for Domestic bidders)			
1	All evidence and documents necessary for claiming price preference as per clause (D) of BEC.			
2	Copy of the Certificate from Statutory Auditor engaged by bidder for auditing their annual accounts indicating sub-contracting details in percentage terms only and with price details blanked out in the un-priced bid.			
2.2	Scanned copy of the above original Certificate from practicing Statutory Auditor in price bid on etender website.			

(E)	GENERAL			
E.1	Confirms that no separate discount has been indicated in quoted prices			
E.2	Confirms that any service / benefit of any manner is not offered to any employee of OIL			
III.	OTHER DETAILS			
1	Name and full address with Phone, Fax and E-Mail address of Company who had purchased the tender document.			
2	Name and full address of the bidder with Phone, Fax and E-Mail			
3	Name and full address of the Parent Company with Phone, Fax and E-Mail (if bidder is depending on the parent company for meeting the technical or commercial criteria to bid in the tender).			
4	Name and full address of the Company with Phone, Fax and E-Mail whose copies of Balance Sheet, Profit & Loss statement and Annual accounts are submitted			
5	Has an Indian agent/consultant/retainer?			
	If yes, whether name and address and his remuneration alongwith copy of Agreement entered with Indian Agent and a certificate that commission/ remuneration payable commensurate with the services to be			

	provided by the Indian Agent /Consultant /Retainer has been furnished.			
6	Formation of joint venture is in the pipeline			
7	Has offered financing arrangement			
8	Confirms acceptance of Insurance Clause as stipulated in bid document			
9	Confirms acceptance of clause on pollution and contamination of bid document			
10	Confirms acceptance of the clause on employment of officials of OIL as per bid document.			
11	Has enclosed the duly filled certificate in the un-priced bid, as per proforma given in bid document in respect of Contracts with relatives etc of Directors of OIL pursuant to Section 297 of Co's Act, 1956			
12	Confirms that no advance payment is required			
13	Have provided the requisite payment particulars as per Clause of 'Instructions to bidders'.			
14	Have enclosed latest audited annual accounts for last 2 years			
15	IN CASE OF BIDDER QUOTING IN INDIAN RUPEES			
	Total Foreign Exchange requirement per day/ lumpsum for the entire duration of the contract, is stated in the Priced bid			

16	FOR INDIAN BIDDERS,IN CASE OF PROPOSED PURCHASE OF RIG ONLY			
	Has bidder furnished valuation certificates as stipulated in the bid document			
	Bidders offering new rigs under construction confirms to furnish valuation certificates as stipulated in the bid document prior to the rigs leaving from the Shipyard			
17	Whether a certificate to the effect that the bidder or its collaborator is not under insolvency / liquidation proceedings and / or not the one against whom any legal proceedings is pending on this account.			
18	Have confirmed that whether in case of award of Contract, the bidder shall produce “No Due Certificate” from the Customs Department, on completion of Contract. In case Customs Department refuses to issue such a certificate to the Contractor, the Contractor shall submit an Indemnity / Undertaking to OIL as per Clauses of Annexure -II of tender document.			
19	Whether duly filled in Matrix (Commercial and Technical) as per Annexure - V of bid document has been submitted			
20	Whether bidders confirms they they have read the			

	OIL's following "Policy on Climate Change & Sustainability" as per Clause of 'Instructions to bidders' (Annexure - I) of tender document and they are working upon to develop their policy as well.			
21	Confirms acceptance of all clauses of BEC, terms and conditions of draft contract and bid document			

Annexure – V (Appendix -3)

FORMAT OF AGREEMENT BETWEEN BIDDER AND THEIR PARENT COMPANY / 100% SUBSIDIARY COMPANY (As the case may be)
(TO BE EXECUTED ON STAMP PAPER OF REQUISITE VALUE AND NOTORISED)

This agreement made this ____ day of ____ month ____ year by and between M/s. _____ (Fill in the Bidder's full name, constitution and registered office address) hereinafter referred to as bidder on the first part and M/s. _____ (Fill in full name, constitution and registered office address of Parent Company/Subsidiary Company, as the case may be) hereinafter referred to as "Parent Company/Subsidiary Company (Delete whichever not applicable)" of the other part:

WHEREAS

M/s. Oil India Limited (hereinafter referred to as OIL) has invited offers vide their tender No. _____ for _____ and

M/s. _____(Bidder) intends to bid against the said tender and desires to have technical support of M/s. _____ [Parent Company/Subsidiary Company-(Delete whichever not applicable)] and whereas Parent Company/Subsidiary Company (Delete whichever not applicable) represents that they have gone through and understood the requirements of subject tender and are capable and committed to provide the services as required by the bidder for successful execution of the contract, if awarded to the bidder.

Now, it is hereby agreed to by and between the parties as follows:

1. M/s. _____(Bidder) will submit an offer to OIL for the full scope of work as envisaged in the tender document as a main bidder and liaise with OIL directly for any clarifications etc. in this context.
2. M/s. _____ (Parent Company/Subsidiary Company (Delete whichever not applicable)) undertakes to provide technical support and expertise, expert manpower and procurement assistance and project management to support the bidder to discharge its obligations as per the Scope of work of the tender / Contract for which offer has been made by the Parent Company/Subsidiary Company (Delete whichever not applicable) and accepted by the bidder.
3. This agreement will remain valid till validity of bidder's offer to OIL including extension if any and till satisfactory performance of the contract in the event the contract is awarded by OIL to the bidder
4. It is further agreed that for the performance of work during contract period bidder and Parent Company/Subsidiary Company (Delete whichever not applicable) shall be jointly and severally responsible to OIL for satisfactory execution of the contract.
5. However, the bidder shall have the overall responsibility of satisfactory execution of the contract awarded by OIL.

In witness whereof the parties hereto have executed this agreement on the date mentioned above.

For and on behalf of
(Bidder)
Company/Subsidiary
Company (Delete whichever not
applicable)

M/s.
Witness:
1)

For and on behalf of
(Parent

M/s.
Witness:
1)

2)

2)

Annexure – V (Appendix -4)

**PARENT COMPANY/ SUBSIDIARY COMPANY GUARANTEE *(Delete
whichever not applicable)***

(TO BE EXECUTED ON STAMP PAPER OF REQUISITE VALUE AND
NOTORISED)

DEED OF GUARANTEE

THIS DEED OF GUARANTEE executed at this day of by M/s (mention complete name) a company duly organized and existing under the laws of (insert jurisdiction/country), having its Registered Office at hereinafter called “the Guarantor” which expression shall, unless excluded by or repugnant to the subject or context thereof, be deemed to include its successors and permitted assigns.

WHEREAS

M/s Oil India Limited, a company duly registered under the Companies Act 1956, having its Registered Office at 8th floor, Jeevan Bharti, Tower-II, 124, Indira Chowk (Connaught Circus), New Delhi, India, and having an office, amongst others, at (insert purchase centre address) hereinafter called “the Corporation” which expression shall unless excluded by or repugnant to the context thereof, be deemed to include its successor and assigns, invited tender number for on

M/s (mention complete name), a company duly organized and existing under the laws of (insert jurisdiction/country), having its Registered Office at (give complete address) hereinafter called “the Company” which expression shall, unless excluded by or repugnant to the subject or context thereof, be deemed to include its successor and permitted assigns, have, in response to the above mentioned tender invited by the Corporation, submitted their bid number to the Corporation with one of the condition that the Company shall arrange a guarantee from its parent company guaranteeing due and satisfactory performance of the work covered under the said tender including any change therein as may be deemed appropriate by the Corporation at any stage.

The Guarantor represents that they have gone through and understood the requirement of the above said tender and are capable of and committed to provide technical and such other supports as may be required by the Company for successful execution of the same.

The Company and the Guarantor have entered into an agreement dated as per which the Guarantor shall be providing technical and such other supports as may be necessary for performance of the work relating to the said tender.

Accordingly, at the request of the Company and in consideration of and as a requirement for the Corporation to enter into agreement(s) with the Company, the Guarantor hereby agrees to give this guarantee and undertakes as follows:

1. The Guarantor (Parent Company / 100% Subsidiary Company (Delete whichever not applicable)) unconditionally agrees that in case of non-performance by the Company of any of its obligations in any respect, the Guarantor shall, immediately on receipt of notice of demand by the Corporation, take up the job without any demur or objection, in continuation and without loss of time and without any cost to the Corporation and duly perform the obligations of the Company to the satisfaction of the Corporation.
2. The Guarantor agrees that the Guarantee herein contained shall remain valid and enforceable till the satisfactory execution and completion of the work (including discharge of the warranty obligations) awarded to the Company.
3. The Guarantor shall be jointly with the Company as also severally responsible for satisfactory performance of the contract entered between the Company and the Corporation.
4. The liability of the Guarantor, under the Guarantee, is limited to the 50% of the annualized contract price entered between the Company and the Corporation. This will, however, be in addition to the forfeiture of the Performance Guarantee furnished by the Company.
5. The Guarantor represents that this Guarantee has been issued after due observance of the appropriate laws in force in India. The Guarantor hereby undertakes that the Guarantor shall obtain and maintain in full force and effect all the governmental and other approvals and consents that are necessary and do all other acts and things necessary or desirable in connection therewith or for the due performance of the Guarantor's obligations hereunder.
6. The Guarantor also agrees that this Guarantee shall be governed and construed in accordance with the laws in force in India and subject to the exclusive jurisdiction of the courts of, India.

7. The Guarantor hereby declares and represents that this Guarantee has been given without any undue influence or coercion, and that the Guarantor has fully understood the implications of the same.

8. The Guarantor represents and confirms that the Guarantor has the legal capacity, power and authority to issue this Guarantee and that giving of this Guarantee and the performance and observations of the obligations hereunder do not contravene any existing laws.

For & on behalf of (Parent
Company/Subsidiary Company (Delete whichever not applicable))

M/s _____

Witness:

1. Signature _____
Full Name _____
Address _____

Signature

Name

Designation

Common seal of the
Company_____

Witness:

2. Signature _____
Full Name _____
Address _____

**INSTRUCTIONS FOR FURNISHING PARENT/SUBSIDIARY COMPANY
GUARANTEE**

1. Guarantee should be executed on stamp paper of requisite value and notarised.

1. The official(s) executing the guarantee should affix full signature (s) on each page.
2. Resolution passed by Board of Directors of the guarantor company authorizing the signatory(ies) to execute the guarantee, duly certified by the Company Secretary should be furnished alongwith the Guarantee.
3. Following certificate issued by Company Secretary of the guarantor company should also be enclosed alongwith the Guarantee.

“Obligation contained in the deed of guarantee No. _____ furnished against tender No. _____ are enforceable against the guarantor company and the same do not, in any way, contravene any law of the country of which the guarantor company is the subject”

Annexure – V (Appendix -5)

**FORMAT OF AGREEMENT BETWEEN BIDDER THEIR SISTER
SUBSIDIARY/CO-SUBSIDIARY COMPANY AND THE ULTIMATE
PARENT/HOLDING COMPANY OF BOTH THE BIDDER AND THE SISTER
SUBSIDIARY/CO-SUBSIDIARY** (Strike out whichever is not applicable between
Ultimate Parent and Holding Company. Similarly strike out whichever is not
applicable between Sister Subsidiary and Co-subsidiary Company)

**(TO BE EXECUTED ON STAMP PAPER OF REQUISITE VALUE AND
NOTORISED)**

This agreement made this ____ day of ____ month ____ year by and between
M/s. _____ (Fill in Bidder's full name, constitution and
registered office address) _____ hereinafter referred to as "Bidder" of the
first part and

M/s. _____ (Fill in full name, constitution and registered office address
of Sister Subsidiary/Co-subsidiary Company of the Bidder) herein after
referred to as "Sister Subsidiary/ Co-subsidiary" of the second part and

M/s. _____ (Fill in the full name, constitution and registered office
address of the Ultimate Parent/Holding Company's of both the subsidiaries)
hereinafter referred to as "Ultimate Parent/ Holding Company" of the third
part.

WHEREAS

M/s. Oil India Limited (hereinafter referred to as OIL) has invited offers vide
their tender No. _____ for _____ and

M/s. _____ (Bidder) intends to bid against the said tender and desires to
have a technical support of M/s. _____ (Sister Subsidiary/Co-subsidiary
Company) and

Sister Subsidiary/Co-subsidiary Company represents that they have gone
through and understood the requirements of subject tender and are capable
and committed to provide the services as required by the bidder for successful
execution of the contract, if awarded to the bidder.

Now, it is hereby agreed to by and between all the three parties as follows:

1. M/s. _____ (Bidder) will submit an offer to OIL for the full scope of work as
envisaged in the tender document.

2. M/s. _____(Sister Subsidiary/Co-subsidiary Company) undertakes to provide technical support and expertise and expert manpower, material, if any, to support the bidder to discharge its obligations as per the Scope of work of the tender / Contract for which offer has been made by the bidder.
3. This agreement will remain valid till validity of bidder's offer to OIL including extension if any and also till satisfactory performance of the contract in the event the bid is accepted and contract is awarded by OIL to the bidder.
4. Sister Subsidiary/ Co-subsidiary Company unconditionally agrees that in case of award of contract to the Bidder, if the Bidder is unable to execute the contract, they shall, immediately on receipt of notice by OIL, take up the job without any demur or objection, in continuation without loss of time and without any extra cost to OIL and duly perform the obligations of the Bidder/Contractor to the satisfaction of OIL.
5. The Ultimate Parent/Holding Company also confirms and undertakes that the commitment made by the Sister Subsidiary/ Co-subsidiary company in providing the technical support and technical expertise and expert manpower to support the bidder for execution of the contract are honoured.
6. The Ultimate Parent/Holding Company also takes full responsibility in getting the contract executed through the Sister subsidiary/ Co-subsidiary company in case the Bidder/Contractor is unable to execute the contract.
7. In witness whereof the parties hereto have executed this agreement on the date mentioned above.

For and on behalf of
(Bidder)

M/s.
Witness
1)
2)

For and on behalf of
(Sister Subsidiary /
Co-subsidiary)

M/s.
Witness
1)
2)

For and on behalf of
(Ultimate Parent /
Holding Company)

M/s.
Witness
1)
2)

Note: In case of contracts involving - (a) manufacture/supply (b) installation and commissioning (c) servicing and maintenance of any equipment, as the bidding company can draw on the experience of their multiple subsidiary sister/Co-subsidiary company (ies) specializing in each sphere of activity, i.e. (a) manufacture/supply (b) installation and commissioning (c) servicing and maintenance, therefore, in that case, the above format shall be signed by all the sister/Co-subsidiary company(ies) and necessary modifications may be made in the above format to include all sister subsidiaries.

Appendix-1**Blank price format**

Name of the bidder with address :
Name and type of the Rig Offered
Bidders Quotation Reference with date
Bid bond/EMD reference with date :
Currency of Quote :

<u>Price Format</u> (Separate price format is to be filled for each of the rig offered)				
Name of the Bidder and name of the rig offered				
Bidders Quotation Reference				
Currency				
Particulars ('Column a')	Rate inclusive of service tax	Service tax included in the rates quoted		
		%	Amount	Classification of service
1. Mobilization Fee of rig along with all equipment and accessories as per tender document (MOB), if any (Lumpsum)				
2. Rig Operating Day Rate (RODR)				
3. Rig Non operating day Rate (NODR)				
4. Rig Equipment Break Down Rate (EBDR)				
5. Rig Moving Day Rate (RMDR)				
6. De-mobilization Fee of rig along with all				

equipment and accessories as per tender document (DEMOB), if any (Lumpsum)				
7. Rental of H2S detection & protection system equipment				
8. Average diesel consumption per day in KL (Q)		N.A.	N.A.	N.A.
9. Value of the rig and equipment for customs duty purpose		N.A.	N.A.	N.A.
Notes :-				
i) Quoted Days Rates should be exclusive of Customs Duty on rig, spares and consumables.				
ii) Day Rate of rig should be inclusive of rig crew day rate.				
iii) Non Operating Day Rate should not exceed 95% of Operating Day Rate. Moving Day Rate should not exceed 90% of Operating Day Rate.				
iv) Bidders should quote rates / prices inclusive of service tax, strictly, as per price format.				
v) Foreign bidders who do not have any fixed establishment or permanent address in India, shall not include Service Tax in their quoted prices, but shall submit a declaration to the effect that they do not have any fixed establishment or permanent address in India. In such cases, Service Tax, shall be loaded as per applicable rates, (percentage presently applicable is 12.36%).				
vi) Bidder must indicate value of the rig and equipment as required at Sr.No.9 of the price format.				
vii) Bidder shall furnish alongwith technical bid (unpriced bid), a copy of the priced bid with the prices duly blanked out. While submitting alongwith the techno-commercial unpriced bid, bidder shall fill up information pertaining to "Type of rig offered" & "Quoted currency" and put an asterisk (*) against S. No. 1 to 8 as an indication of the item having been quoted by the bidder in the priced bid. If not quoted against any item, bidder may clearly indicate as 'NOT QUOTED'.				
viii) Bidders should quote the prices, clearly indicating the applicable rate of service tax, nature / category of service as per service tax rules (under which the respective service is covered) alongwith all other taxes and duties applicable. Details of abatements / deductions available, if any, should also be indicated				

by bidder specifically.

END OF TENDER DOCUMENT