



**FORWARDING LETTER**

M/s \_\_\_\_\_

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**Sub: IFB No. CDG0477P23 for 'Charter Hire of 02(two) numbers of 2000HP (minimum) Drilling Rig package (with Top Drive) with an option for Hiring 02 (Two) additional 2000HP (minimum) Drilling Rig Package (with Top Drive) for a period of 03(Three) years in Assam & Arunachal Pradesh'.**

Dear Sirs,

**1.0** OIL INDIA LIMITED (OIL), a "Navaratna" Category, Government of India Enterprise, is a premier oil Company engaged in exploration, production and transportation of crude oil & natural gas with its Headquarters at Duliajan, Assam. Duliajan is well connected by Air with nearest Airport being at Dibrugarh, 45 km away.

**2.0** In connection with its operations, OIL invites International Competitive Bids (ICB) from competent and experienced Contractors through OIL's e-procurement site for '**Charter Hire of 02(two) numbers of 2000HP (minimum) Drilling Rig package (with Top Drive)**'. One complete set of Bid Document covering OIL's IFB for hiring of above services is uploaded in OIL's e-procurement portal. You are invited to submit your most competitive bid on or before the scheduled bid closing date and time through OIL's e-procurement portal. For your ready reference, few salient points of the IFB (covered in detail in the Bid Document) are highlighted below:

a)	IFB No. /E-Tender No.	:	<b>CDG0477P23</b>
b)	Type of Bidding	:	Online open Global e-Tender: Single Stage-Two Bid System
c)	Tender Fee	:	Not Applicable
d)	Bid Closing Date & Time	:	<b>19<sup>TH</sup> July, 2022 [11:00Hrs (IST)]</b>
e)	Technical Bid Opening Date & Time	:	<b>19<sup>TH</sup> July, 2022 [14:00Hrs (IST)]</b>
f)	Price Bid Opening Date & Time	:	Will be intimated only to the eligible/qualified Bidders nearer the time.

g)	Bid Submission Mode	:	Bids must be uploaded online in OIL's E-procurement portal
h)	Bid Opening Place	:	Office of General Manager-Contracts Contracts Department, Oil India Limited, Duliajan -786602, Assam, India.
i)	Bid Validity	:	120 (one hundred twenty) days from Bid Closing date
j)	Mobilization Time	:	As defined in the tender
k)	Bid Security Amount	:	<b>Not Applicable</b>
l)	Bid Security Validity	:	<b>Not Applicable</b>
m)	Amount of Performance Security	:	<b>3% of annualized total contract value</b>
n)	Validity of Performance Security	:	Up to 3(three) months from date of completion of contract
o)	Location of job	:	Assam & Arunachal Pradesh
p)	Duration of the Contract	:	<b>03 (Three) years</b> from the date of commencement of Operation with a provision for extension by another one year at OIL's discretion.
q)	Quantum of Liquidated Damage for Default in Timely Mobilization	:	Refer <b>Clause No. 30.0</b> of Part-3, Section-I (General Conditions of Contract).
r)	Integrity Pact	:	Must be digitally signed & uploaded along with the Techno-commercial Bid.
s)	Bids to be addressed to	:	General Manager-Contracts, Contracts Department, Oil India Limited, Duliajan-786602, Assam, India.

**3.0 Additional Rigs:** 02(two) rigs will be hired initially against this tender. However, in case need for additional rigs arises within the bid validity quoted by the techno-commercially acceptable bidders, offers will be made for the additional rigs to the remaining techno-commercially acceptable bidders in order of ranking subject to matching their price with the L-1 bidder and as per provisions stipulated in Clause 8.0 (award of contract) of the Bid Evaluation Criteria (Part-2; BEC) of this tender.

**4.0 Integrity Pact:** The Integrity Pact must be uploaded in OIL's E-procurement portal along with the Technical Bid digitally signed by the same signatory who signed the Bid i.e. who is duly authorized to sign the Bid. If any bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid 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 signs the Bid.

## **5.0 GUIDELINES FOR PARTICIPATING IN OIL'S E-PROCUREMENT:**

5.1 To participate in OIL's E-procurement tender, bidders should have a legally valid digital certificate **of Class 3 with Organization's Name and Encryption certificate** as per Indian IT Act from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India (<http://www.cca.gov.in>). **Digital Signature Certificates having "Organization Name" field as "Personal" are not acceptable.** However, aforesaid Digital Signature Certificates having Bidder's Name in the "Organization Name" field are acceptable. **Only in case of sole proprietorship firms, Digital Signature Certificates issued in the name of the proprietor is also acceptable provided the bid is submitted in the capacity of a proprietorship firm.**

5.2 Digital Signature Certificate comes in a pair of Signing/verification and Encryption/decryption certificate. Bidder should have both the Signing/verification and Encryption/Decryption certificate for Signing and encryption, decryption purpose respectively. The driver needs to be installed once, without which the DSC will not be recognized. While participating on e-Tendering the DSC token should be connected to your system.

5.3 Encryption certificate is mandatorily required for submission of bid. In case bidder created response with one certificate (using encryption key) and bidder changes his Digital Signature Certificate then old certificate [Used for encryption] is required in order to decrypt his encrypted response for getting the EDIT mode of the response. Once decryption is done, bidder may use new DSC certificate for uploading and submission of their offer. It is the sole responsibility of the bidder to keep their DSC certificate properly. In case of loss of the certificate, OIL INDIA LTD. will not be responsible.

5.4 For participation, applicants already having User ID & Password for OIL's E-Procurement Portal need to register against the IFB. New vendors/existing vendors not having User ID & Password for OIL's E-Procurement Portal shall obtain User ID & password through online vendor registration system in E-Portal.

5.4.1 Bidders without having E-Tender Login ID and password should complete their online registration at least 07 (Seven) days prior to the scheduled Bid Closing Date and time of the tender. For online registration, bidder may visit OIL's E-Tender site - <https://etender.srm.oilindia.in/irj/portal>.

5.4.2 Necessary Login ID & Password will be issued by OIL only after submitting the complete online registration by the Bidder. In the event of late registration/incomplete registration by Bidder, OIL INDIA LIMITED shall not be responsible for late allotment of User ID & Password and request for bid closing date extension on that plea shall not be entertained by Company.

5.5 Parties, who do not have a User ID, can click on Guest login button in the e-Tender portal to view and download the tender. The detailed guidelines are given in User Manual available in OIL's E-Procurement site. For any clarification in this regard, bidders may contact E-Tender Support Cell at Duliajan at [erp\\_mm@oilindia.in](mailto:erp_mm@oilindia.in), Ph.: 0374- 2807171/7192.

5.6 The link for OIL's E-Procurement Portal is available on OIL's web site ([www.oil-india.com](http://www.oil-india.com)).

**6.0 IMPORTANT NOTES:** Bidders shall take note of the following important points while participating in OIL's e-procurement tender:

i) **BACKING OUT BY BIDDER:** In case any bidder withdraws their bid within the bid validity period, the party will be put on Holiday as per the Banning Policy (available in OIL's website) of Company.

ii) **BACKING OUT BY L-1 BIDDER AFTER ISSUE OF LOA:** In case LOA issued is not accepted by the L1 bidder or the Performance Security is not submitted as per the terms of the contract within the time specified in the Bid Document, the bidder shall be dealt as per the Banning Policy (available in OIL's website) of Company.

iii) **FURNISHING FRAUDULENT INFORMATION/DOCUMENT:** The information and documents furnished by the bidder/ contractor in respect of the subject tender/contract are accepted to be true and genuine. However, if it is detected during technical scrutiny or after award of the contract or after expiry of the contract, that the bidder had submitted any fake/fraudulent document or furnished false statement, the offer/contract shall be rejected/ cancelled, as the case may be and the bidder (if fake document/false statement pertains to such bidder) shall be dealt as per the Banning Policy (available in OIL's website) of Company. Undertaking of authenticity of information/documents submitted as per **Proforma-N** should be submitted along with the technical bids.

iv) **ERRING / DEFAULTING AGENCIES:** Erring and defaulting agencies like bidder, contractor, supplier, vendor, service provider will be dealt as per OIL's Banning Policy dated 6th January, 2017 available in OIL's website: [www.oil-india.com](http://www.oil-india.com).

v) Bid should be submitted online in OIL's E-procurement site up to 11.00 AM (IST)(Server Time) on the date as mentioned and will be opened on the same day at 2.00 PM(IST) at the office of the GM-Contracts in presence of the authorized representatives of the bidders.

vi) If the digital signature used for signing is not of "Class-3" with Organizations name, the bid will be rejected.

vii) The tender is invited under **SINGLE STAGE-TWO BID SYSTEM**. The bidders shall submit both the "**TECHNICAL**" and "**PRICED**" bids through electronic form in the OIL's e-Procurement portal within the Bid Closing Date and Time stipulated in the e-Tender. The Technical Bid should be submitted as per Scope of Work & Technical Specifications along with all technical documents related to the tender and uploaded in "**Technical Attachments**" Tab only. **Bidders to note that no price details should be uploaded in "Technical Attachments" Tab Page. Details of prices as per Price Bid format/Priced bid can be uploaded under "Notes & Attachments" tab. A screen shot in this regard is shown below. Offer not complying with above submission procedure will be rejected as per Bid Evaluation Criteria.**

RFx Response Number 60037504 RFx Number TESTARUP Status In Process Submission Deadline 15.04.2017 11:00:00 INDIA Opening Date 15.04.2099 00:00:00 INDIA

RFx Response Version Number Active Version RFx Version Number 1

RFx Information Items Notes and Attachments **Conditions** Summary Tracking

Basic Data Questions Technical Attachments

▼ Notes

Clear

Category	Description
Conditions of Participation	-Empty-
Bid Invitation/Auction Text	-Empty-
Bidder's Remarks	-Empty-
Purchaser's Remarks	-Empty-

▼ Attachments

▼ cFolder Attachments

Add Attachment Delete Verify Signature

cFolder Name	Category	Description	File Name	Version	Processor	Ch
The table does not contain any data						

Go to this Tab **“Notes and Attachments”** for Uploading “Priced Bid” files.

Go to this Tab **“Technical Attachments”** for Uploading “Technical Bid” files.

**On “EDIT” Mode, Bidders are advised to upload “Technical Bid” and “Priced Bid” in the places as indicated above.**

### **Notes:**

- \* The “Technical Bid” shall contain all techno-commercial details **except the prices.**
- \*\* The “Priced bid” must contain the price schedule and the bidder’s commercial terms and conditions, if any. For uploading Priced Bid, click on Add Attachment, a browser window will open, select the file from the PC and name the file under Description, Assigned to General Data and click on OK to digitally sign and upload the File. Please click on Save Button of the Response to Save the uploaded files.

viii) Maintenance of Total bid value in the Response: For convenience of the Bidders and to improve transparency, the rates/costs quoted by bidders against the E-tender shall be available for online viewing to all the Techno-commercially qualified Bidders against the tender after price bids are opened in the system. For tenders where **Detailed Price Information under RFx Information Tab is “No price”**, the Price Bid is invited against the tender through attachment form under “Notes & Attachment”. In such tenders, Bidders must upload their pricing as per the **“Price Bid Format – Proforma-B”** under **“Notes & Attachment”** and additionally fill up the on-line field “Total Bid Value” under **“RFx Information”** Tab Page with the Total Cost (Including the GST component) as per the amount of the Price Bid in attachment form.

**Create RFX Response**

[Submit](#) | [Read Only](#) | [Print Preview](#) | [Check](#) | [Technical RFX Response](#) | [Close](#)

RFX Response Number 60038748      RFX Number 1396      Status In Process  
RFX Owner BHARALI      Total Value 0.00 INR

**RFX Information** | **Items** | **Notes and Attachments**

**Basic Data** | **Questions** | **Technical Attachments**

**Event Parameters**

Currency: Indian Rupee

Detailed Price Information: No Price

Terms of Payment: ☐

Total Bid Value:

Bidder to select the currency of the Response

"Total Bid Value" is mandatory in "No"

"Total Bid Value" considering all the

The "Total Bid Value" as entered by the Bidder in the on-line response shall be displayed in the E-tender portal amongst the techno-commercially qualified bidders and Company will not take any responsibility whatsoever towards incorrect information furnished by the bidders on the "Total Bid Value" field.

It is to be noted that Amount mentioned in the "Total Bid Value" field will not be considered for bid evaluation and evaluation will be purely based on the Price bid submitted as per the "Price Bid Format: Proforma-B" under "Notes & Attachments" tab page.

#### **7.0 RESTRICTIONS ON PROCUREMENT FROM A BIDDER OF A COUNTRY WHICH SHARES LAND BORDER WITH INDIA:**

Subject to **Order No. F.No. 6/18/2019-PPD dated 23.07.2020** issued by Ministry of Finance, Department of Expenditure, Public Procurement Division, Govt. of India, Bidders should take note of the following:

- 7.1 Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority [Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)].
- 7.2 "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the

descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

7.3 "Bidder from a country which shares a land border with India" for the purpose of this Order means:

- a. An entity incorporated, established or registered in such a country; or
- b. A subsidiary of an entity incorporated, established or registered in such a country; or
- c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d. An entity whose beneficial owner is situated in such a country; or
- e. An Indian (or other) agent of such an entity; or
- f. A natural person who is a citizen of such a country; or
- g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

7.4 The beneficial owner for the purpose of para 7.3 above will be as under:

7.4.1 In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation:

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;
- b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholder's agreements or voting agreements;

7.4.2 In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

7.4.3 In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

7.4.4 Where no natural person is identified under (7.4.1) or (7.4.2) or (7.4.3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

7.4.5 In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

7.5 An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

7.6 The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. A declaration as per **Exhibit-I** in this respect to be submitted by the bidder.

7.7 **Validity of registration:** In respect of tenders, registration should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance/placement of order, registration shall not be a relevant consideration during contract execution.

7.8 The bidders to provide an undertaking as per **Exhibit-II** along with their bid complying with Clause No. 7.1 above. If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate termination and further legal action in accordance with law.

**8.0 Considering the immediate requirement of the Rigs, bidders are requested to offer Rig under this tender which is already & readily available with them.**

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

Thanking you,

Yours faithfully,  
**OIL INDIA LIMITED**

**Sd/-**  
**(B. Brahma)**  
**Sr. Manager – Contracts**  
**For General Manager - Contracts**  
**FOR RESIDENT CHIEF EXECUTIVE**

**PART-1**  
**INSTRUCTIONS TO BIDDERS (ITB)**

**1.0 Eligibility of the bidder:**

- 1.1 The eligibility of the bidder is listed under BID EVALUATION CRITERIA (BEC), PART-2 of the Bid document.
- 1.2 Bidder shall bear all costs associated with the preparation and submission of bid. Oil India Limited, hereinafter referred to as Company, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

**2.0 Bid Documents:**

- 2.1 The services required, bidding procedures and contract terms are prescribed in the Bid Document. This Bid Document includes the following:
- a) A Tender Forwarding Letter
  - b) Instructions to Bidders, (Part-1)
  - c) Bid Evaluation Criteria, (Part-2)
  - d) General Conditions of Contract, (Part-3, Section-I)
  - e) Terms of Reference/Technical Specification, (Part-3, Section-II)
  - f) Special Conditions of Contract, (Part-3, Section-III)
  - g) Schedule of Rates, (Part-3, Section-IV)
  - h) Estimated CIF value of items at the time of import, (Proforma-A)
  - i) Price Schedule Format, (Proforma-B)
  - j) Bid Form, (Proforma-C)
  - k) Statement of Non-Compliance, (Proforma-D)
  - l) Bid Security Declaration (Proforma-E)
  - m) Performance Security Form, (Proforma-F)
  - n) Sample Agreement Form (Proforma-G)
  - o) Proforma of Letter of Authority (Proforma-H)
  - p) Authorisation for Attending Bid Opening (Proforma-I)
  - q) Financial Turnover, Networth & Working Capital Certificate (Proforma-J)
  - r) Safety Measures (Proforma – K)
  - s) Proforma of Bank Guarantee towards Purchase Preference-Local Content (Proforma –L)
  - t) Integrity Pact (Proforma-M)
  - u) Undertaking of authenticity of information/documents submitted (Proforma-N)
  - v) Certificate of Compliance of Financial Criteria (Proforma-O)
  - w) Undertaking by Vendor on submission of Performance Bank Guarantee (Proforma-P).
  - x) Undertaking by TPI (Proforma-Q)
  - y) Format for claiming Purchase Preference (Proforma-R)
  - z) Other Annexures, Appendices, Exhibits & Checklists.
- 2.2 The bidder is expected to examine all instructions, forms, terms and specifications in the Bid Documents. Failure to furnish all information required in the Bid Documents or submission of a bid not substantially responsive to the

Bid Documents in every respect will be at the Bidder's risk & responsibility and may result in the rejection of its bid.

- 2.3 Bidders shall be deemed, prior to submitting their bids, to have satisfied themselves about the weather conditions, working culture in the area, socio-political environment, safety & security aspects, law & order situation and law of the land, and obtain for themselves all necessary information as to the risks, contingencies and all other circumstances, which may influence or affect the various obligations under the Contract.

### **3.0 Transferability of bid documents:**

- 3.1 Bid Documents are non-transferable. Bid can be submitted only by the bidder in whose name the Bid Document has been issued/registered.
- 3.2 In case of e-Tender, Bidder must submit the bid using Organizational Class-3 Digital Signature issued by the Competent Authority in favour of the bidder. Bid submitted using Digital Signature other than the Digital Signature of the bidder shall be summarily rejected.
- 3.3 Unsolicited bids will not be considered and will be rejected straightway.

### **4.0 Amendment of bid documents:**

- 4.1 At any time prior to the deadline for submission of bids, the Company may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid Documents through issuance of an Addendum(s)/Corrigendum(s)/Amendment(s).
- 4.2 The Addendum will be uploaded in OIL's E-Tender Portal in the Tab "Technical Rfx" and under External Area - "Amendments" folder. The Company may, at its discretion, extend the deadline for bid submission. Bidders are expected to take the Addendum into account in preparation and submission of their bid. Bidders are to check from time to time the E-Tender portal ["Technical RFX" Tab and under the folder "Amendments"] for any amendments to the bid documents before submission of their bids. No separate intimation shall be sent to the Bidders.

### **5.0 Preparation of Bids**

- 5.1 Language of Bids:
- 5.1.1 The bid prepared by the bidder and all correspondence and documents relating to the bid exchanged by the Bidder and the 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, duly authenticated by local chamber of Commerce of bidder's country, in which case, for purposes of interpretation of the bid, the translation shall prevail.
- 5.2 Bidder's/Agent's Name & address:

5.2.1 Bidders should indicate in their bids their detailed postal address including the Fax/Telephone / Cell Phone Nos. and E-mail address. Similar information should also be provided in respect of their authorised Agents in India, if any.

5.3 Documents comprising the bid:

5.3.1 Bids are invited under Single Stage Two Bid System. The bid to be uploaded by the Bidder in OIL's E-Tender portal shall comprise of the following components:

**(A) Technical Bid (to be uploaded in "Technical Attachments" tab)**

- a) Complete technical details of the services offered.
- b) Documentary evidence established in accordance with Clause 9.0.
- c) Bid Security Declaration as per Proforma-E.
- d) Copy of Bid-Form without indicating prices in Proforma-C.
- e) Statement of Non-compliance as per Proforma-D.
- f) Proforma-A: List of items to be imported without the CIF values.
- g) Copy of Priced Bid without indicating prices (Proforma-B).
- h) Integrity Pact digitally signed by OIL's competent personnel as Proforma-M attached with the bid document to be digitally signed by the bidder's Authorised representative.
- i) All Other Relevant Undertakings and Proformas as applicable as part of Bid.

**Note: Please note that, no price should be mentioned in the "Technical Attachments" tab.**

**(B) Price Bid (to be uploaded in "Notes and Attachments" tab)**

Bidder shall quote their prices in the following Proforma available in OIL's E-procurement portal in the "Notes & Attachments" Tab:

- a) Price-Bid Format as per Proforma-B
- b) Bid Form as per Proforma-C
- c) Proforma-A showing the items to be imported with the CIF values

**The Priced Bid shall contain the prices along with any other commercial information pertaining to the service offered.**

**6.0 Bid Form:**

6.1 The bidder shall complete the Bid Form and the appropriate Price Schedule furnished in their Bid.

**7.0 Bid Price:**

7.1 Prices must be quoted by the Bidders online as per the price bid format available in OIL's E-Tender Portal under "Notes & Attachment" Tab. Prices must be quoted by the bidders as per the Price/Bidding format.

- 7.2 Prices quoted by the successful bidder must remain firm during its performance of the Contract and is not subject to variation on any account.
- 7.3 All duties (except customs duty which will be borne by the Company) and taxes (excluding GST) including Corporate Income Tax, Personal Tax, Assam Entry Tax etc. and other Cess/levies payable by the successful bidder under the Contract for which this Bid Document is being issued, shall be included in the rates, prices and total Bid Price submitted by the bidder, and the evaluation and comparison of bids shall be made considering the quoted GST in the proforma. For example, personal taxes and/or any corporate taxes arising out of the profits on the contract as per rules of the country shall be borne by the bidder.

**8.0 Currencies of bid and payment:**

- 8.1 A bidder expecting to incur its expenditures in the performance of the Contract in more than one currency, and wishing to be paid accordingly, shall so indicate in the bid. In such a case, the bid shall be expressed in different currencies and the respective amounts in each currency shall together make up the total price.
- 8.2 Indian bidders too can submit their bids in any currency (including Indian Rupees) and receive payment in such currencies on par with foreign bidders. However, currency once quoted will not be allowed to be changed.

**9.0 Documents establishing bidder's eligibility and qualifications:**

- 9.1 These are listed in BID EVALUATION CRITERIA (BEC), PART-2 of the Bid document.

- 10.0 Bid Security: Not Applicable, however bidders shall submit along with their bid a signed “**Bid Security Declaration**” (Proforma-E)** accepting that, if they withdraw or modify their bids during the period of validity; or if they are awarded the contract and they fail to sign the contract; or if they fail to submit performance security before the deadline defined in the NIT; they will be suspended for a period of two years. This suspension of two years shall be automatic without conducting any enquiry.

**11.0 DELETED**

**12.0 PERIOD OF VALIDITY OF BIDS:**

- 12.1 Bids shall remain valid as per the requirement mentioned in forwarding letter from the date of closing of bid prescribed by the Company. Bids of shorter validity will be rejected as being non-responsive. If nothing is mentioned by the bidder in their bid about the bid validity, it will be presumed that the bid is valid for 120 days from Bid Closing Date.
- 12.2 In exceptional circumstances, the Company may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing through Fax or e-mail. A Bidder may refuse the request. A

Bidder granting the request will neither be required nor permitted to modify their Bid.

**13.0 Signing & submission of bids:**

**13.1 Signing of bids:**

- 13.1.1 Bids are to be submitted online through OIL's E-procurement portal with digital signature. The bid and all attached documents should be digitally signed by the bidder using "Class 3" digital certificates with Organization's Name [e-commerce application (Certificate with personal verification and Organisation Name)] as per Indian IT Act 2000 obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India before bid is uploaded. Digital Signature Certificates having Bidder's Name in the "Organization Name" field are only acceptable. Digital Signature Certificate having "Organization Name" field other than Bidder's Name shall be rejected summarily.

The bid including all uploaded documents shall be digitally signed by duly authorized representative of the bidder holding a Power of Attorney to bind the Bidder to the contract.

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 Power of Attorney in original shall be submitted by bidder as mentioned in Para 13.2 below.

In case the digital signature is not of "Class-3" with organization name, the bid will be rejected. Bidder is responsible for ensuring the validity of digital signature and its proper usage by their employees.

- 13.1.2 The original and all copies of the bid shall be typed or written in indelible inks. Since bids are to be submitted ONLINE with digital signature, manual signature is NOT relevant. The letter of authorisation (as per Proforma-H) shall be indicated by written Power of Attorney accompanying the Bid.
- 13.1.3 Any physical documents submitted by bidders shall contain no interlineations, white fluid erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such correction shall be initialed by the person or persons who has/have digitally signed the Bid.
- 13.1.4 Any Bid, which is incomplete, ambiguous, or not in compliance with the Bidding process shall be rejected.

**13.2 Submission of bids:**

The tender is processed under single stage - Two bid system. Bidder shall submit the Technical bid and Priced bid along with all the Annexures and Proforma (wherever applicable) and copies of documents in electronic form through OIL's e-procurement portal within the Bid Closing Date & Time stipulated in the e-tender. For submission of Bids online at OIL's E-Tender Portal, detailed instructions is available in "User Manual" available in OIL's E-Tender Portal. Guidelines for bid submission are also provided in the

“Forwarding Letter”. The Technical Bid is to be submitted as per Terms of Reference/Technical Specifications of the bid document and Priced Bid as per the Price Schedule. The Technical Bid should be uploaded in the “Technical Attachment” Tab Page only. Prices to be quoted as per Proforma-B should be uploaded as Attachment just in the attachment link under “Notes & Attachments” Tab under General Data in the e-portal. No price should be given in the “Technical Attachment”, otherwise bid shall be rejected. The priced bid should not be submitted in physical form and which shall not be considered. However, the following documents in one set should necessarily be submitted in physical form in sealed envelope superscribing the “IFB No., Brief Description of services and Bid Closing/Opening date & Time along with the bidder’s name and should be submitted to GM-Contracts, Oil India Ltd., Duliajan-786602 (Assam) on or before 12.45 Hrs (IST) on the bid closing date indicated in the IFB:

- a) Printed catalogue and literature if called for in the bid document.
- b) Power of Attorney for signing of the bid digitally.
- c) Any other document required to be submitted in original as per bid document requirement.

Documents sent through E-mail/Fax/Telephonic method will not be considered.

- 13.2.1 All the conditions of the contract to be made with the successful bidder are given in various Sections of the Bid Document. Bidders are requested to state their non-compliance to each clause as per Proforma-D of the bid document and the same should be uploaded along with the Technical Bid.
- 13.2.2 Timely delivery of the documents in physical form as stated in Para 13.2 above is the responsibility of the bidder. Bidders should send the same through Registered Post or by Courier Services or by hand delivery to the Officer in Charge of the particular tender before the Bid Closing Date and Time. Company shall not be responsible for any postal delay/transit loss.
- 13.2.3 Bids received through the e-procurement portal shall only be accepted. Bids received in any other form shall not be accepted.

#### **14.0 Indian agent/representative/retainer/associate**

Foreign bidders shall clearly indicate in their bids whether they have an Agent/Representative/Retainer/Associate in India. In the event the overseas bidder is having an Agent/Representative/Retainer/Associate in India, the bidder should furnish the name and address of their Agent/Representative/Retainer/Associate in India and clearly indicate nature and extent of services to be provided by such an Agent/Representative/Retainer/Associate in India and also stating in their bids whether the Agent/Representative/Retainer/Associate is authorized to receive any commission. The rate of the commission included in the quoted rates of bidder should be indicated which would be payable to Agent/Representative/Retainer/Associate in non-convertible Indian currency

according to Import Trade Regulation of India. Unless otherwise specified, it will be assumed that agency commission is not involved in the particular bid.

Further, overseas bidders shall submit their bids directly and not through their Agent/Representative/Retainer/Associate in India. Bid submitted by Indian Agent/Representative/Retainer/Associate on behalf of their foreign principals will not be considered and will be rejected straightway. Moreover, one Indian Agent/ Representative/ Retainer /Associate cannot represent more than one foreign bidder against the IFB.

The Indian Agent/Representative/Retainer/Associate will not be permitted to submit any Bid Security and Performance Security on behalf of their foreign principals and also the Indian Agent/ Representative/Retainer/Associate will not be allowed to execute the contract and receive payment against bid submitted by their foreign principals. Such bids shall be rejected straightway.

#### **15.0 Deadline for submission of bids:**

- 15.1 Bids should be submitted online as per the online tender submission deadline. Bidders will not be permitted by System to make any changes in their bid/quote after the bid submission deadline is reached. Bidders are requested to take note of this and arrange to submit their bids within the submission deadline to avoid last minute rush/network problems.
- 15.2 No bid can be submitted after the submission dead line is reached. The system time displayed on the e-procurement web page shall decide the submission dead line.
- 15.3 The documents in physical form as stated in Para 13.2 must be received by Company at the address specified in the "Forwarding Letter" on or before 12.45 Hrs(IST) on the Bid Closing Date mentioned in the "Forwarding Letter". Timely delivery of the same at the address mentioned in the Forwarding Letter is the responsibility of the Bidders.

#### **16.0 Late Bids:**

- 16.1 Bidders are advised in their own interest to ensure that their bids are uploaded in system much before the closing date and time of the bid. The documents in physical form if received by the Company after the deadline for submission prescribed by the Company shall be rejected and shall be returned to the Bidders in unopened condition immediately.

#### **17.0 Modification and withdrawal of bids**

- 17.1 The Bidder after submission of Bid may modify or withdraw its Bid prior to Bid Closing Date & Time in the e-portal using Digital Signature by the person or persons who has/have digitally signed the Bid. Withdrawal or modification of bid through physical correspondence shall not be considered and accepted.

- 17.2 No Bid can be modified or withdrawn subsequent to the deadline for submission of Bids.
- 17.3 No Bid can be withdrawn in the interval between the deadline for submission of Bids and the expiry of the period of Bid Validity specified by the Bidder on the Bid Form. Withdrawal of a Bid during this interval shall result in debarment of bidder from participation in future tenders of OIL.

#### **18.0 Extension of bid submission date**

- 18.1 Normally no request for extension of Bid Closing Date & Time will be entertained. However, OIL at its discretion, may extend the Bid Closing Date and/or Time due to any reasons.

#### **19.0 Bid opening and evaluation**

- 19.1 Company will open the Technical Bids, including submission made pursuant to clause 15.0, in presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Forwarding Letter. However, an authorisation letter (as per Proforma-I) from the Bidder must be produced by the Bidder's representative at the time of Bid Opening. Unless this Letter is presented, the representative will not be allowed to attend the Bid Opening. The Bidder's representatives who are allowed to attend the Bid Opening shall sign a register evidencing their attendance. Only one representative against each Bid will be allowed to attend. In technical bid opening, only "Technical Attachment" will be opened. Bidders therefore should ensure that technical bid is uploaded in the "Technical Attachment" Tab Page only in the E-portal.
- 19.2 In case of any unscheduled holiday or Bandh on the Bid Opening Date, the Bids will be opened on the next full working day. Accordingly, Bid Closing Date / time will get extended up to the next working day and time.
- 19.3 Bids which have been withdrawn pursuant to clause 17.0 shall not be opened. Company will examine bids to determine whether they are complete, whether requisite Bid Securities have been furnished, whether documents have been digitally signed and whether the bids are generally in order.
- 19.4 At bid opening, Company will announce the Bidder's names, written notifications of bid modifications or withdrawal, if any, ~~the presence of requisite Bid Security~~, and such other details as the Company may consider appropriate.
- 19.5 Normally no clarifications shall be sought from the Bidders. However, for assisting in the evaluation of the bids especially on the issues where the Bidder confirms compliance in the evaluation and contradiction exists on the same issues due to lack of required supporting documents in the Bid (i.e. document is deficient or missing), or due to some statement at other place of the Bid (i.e. reconfirmation of confirmation) or vice versa, clarifications may be sought by OIL. In all the above situations, the Bidder will not be allowed to change the

basic structure of the Bid already submitted by them and no change in the price or substance of the Bid shall be sought, offered or permitted.

- 19.6 Prior to the detailed evaluation, Company will determine the substantial responsiveness of each bid to the requirement of the Bid Documents. For purpose of these paragraphs, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bid Document without material deviations or reservation. A material deviation or reservation is one which affects in any substantial way the scope, quality, or performance of work, or which limits in any substantial way, in-consistent way with the Bid Documents, the Company's right or the bidder's obligations under the contract, and the rectification of which deviation or reservation would affect unfairly the competitive position of other bidders presenting substantial responsive bids. The Company's determination of Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.
- 19.7 A Bid determined as not substantially responsive will be rejected by the Company and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
- 19.8 The Company may waive minor informality or nonconformity or irregularity in a Bid, which does not constitute a material deviation, provided such waiver, does not prejudice or affect the relative ranking of any Bidder.

## **20.0 Opening of priced bids**

- 20.1 Company will open the Priced Bids of the techno-commercially qualified Bidders on a specific date in presence of representatives of the qualified bidders. The techno-commercially qualified Bidders will be intimated about the Priced Bid Opening Date & Time in advance. In case of any unscheduled holiday or Bandh on the Priced Bid Opening Date, the Bids will be opened on the next working day.
- 20.2 The Company will examine the Price quoted by Bidders to determine whether they are complete, any computational errors have been made, the documents have been properly signed, and the bids are generally in order.
- 20.3 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price (that is obtained by multiplying the unit price and quantity) the unit price shall prevail and the total price shall be corrected accordingly. If there is a discrepancy between words, and figures, the amount in words will prevail. If any Bidder does not accept the correction of the errors, their Bid will be rejected.

## **21.0 Conversion to single currency**

While evaluating the bids, the closing rate (B.C. Selling 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.

## **22.0 Evaluation and comparison of bids**

The Company will evaluate and compare the bids as per BID EVALUATION CRITERIA (BEC), PART-2 of the Bid Documents.

### **22.1 Discounts / rebates**

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

### **22.2 Loading of foreign exchange**

There would be no loading of foreign exchange for deciding the inter-seranking of domestic bidders.

### **22.3 Exchange rate risk**

Since Indian bidders are now permitted to quote in any currency and also receive payments in that currency, Company will not be compensating for any exchange rate fluctuations in respect of the services.

### **22.4 Repatriation of rupee cost**

In respect of foreign parties rupee payments made on the basis of the accepted rupee component of their bid, would not be repatriable by them. A condition to this effect would be incorporated by the Company in the contract.

## **23.0 Contacting the company**

- 23.1 Except as otherwise provided in Clause 19.0 above, no Bidder shall contact Company on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded except as required by Company vide sub-clause 19.5.
- 23.2 An effort by a Bidder to influence the Company in the Company's bid evaluation, bid comparison or Contract award decisions may result in the rejection of their bid.

## **24.0 Award of contract**

- 24.1 The Company will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

**25.0 Company's right to accept or reject any bid**

Company reserves the right to accept or reject any or all bids and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected bidder, or bidders or any obligation to inform the affected bidder of the grounds for Company's action.

**26.0 Notification of award**

- 26.1 Prior to the expiry of the period of bid validity or extended validity, Company will notify the successful Bidder in writing by registered letter or by fax or E-mail (to be confirmed in writing by registered / couriered letter) that its Bid has been accepted.
- 26.2 The notification of award will constitute the formation of the Contract.
- 26.3 Upon the successful Bidder's furnishing of Performance Security pursuant to Clause 27.0 below, the Company will promptly notify each unsuccessful Bidder and will discharge their Bid Security, pursuant to Clause 10.0 hereinabove.

**27.0 Performance security:**

Successful bidder has to submit Performance Security amount as mentioned in GCC clause no. 10.0.

**28.0 Signing of contract**

- 28.1 At the same time as the Company notifies the successful Bidder that its Bid has been accepted, the Company will either call the successful Bidder for signing of the agreement or send the Contract Form provided in the Bid Documents, along with the General & Special Conditions of Contract, Technical Specifications, Schedule of Rates incorporating all agreements agreed between the two parties.
- 28.2 The successful Bidder shall sign and date the contract and return it to the Company after receipt of LOA. Till the contract is signed, the LOA issued to the successful bidder shall remain binding amongst the two parties.
- 28.3 In the event of failure on the part of the successful Bidder to sign the contract, OIL reserves the right to terminate the LOA issued to the successful Bidder and invoke the Performance Security if submitted by the successful Bidder. The party shall also be debarred for a period of 2(two) years from the date of default.

*(Signing of the Contract may be done at the place of award in presence of both parties)*

## **29.0 Credit facility**

Bidders should indicate clearly in the Bid about availability of any credit facility inclusive of Government to Government credits indicating the applicable terms and conditions of such credit.

## **30.0 Mobilisation and advance payment**

- 30.1 Request for advance payment shall not be normally considered. However, depending on the merit and at the discretion of the Company, advance against mobilisation charge may be given at an interest rate of 1% above the prevailing Bank rate (CC rate) of SBI from the date of payment of the advance till recovery/refund.
- 30.2 Advance payment agreed to by the Company shall be paid only against submission of an acceptable bank guarantee whose value should be equivalent to the amount of advance plus the amount of interest covering the period of advance. Bank guarantee shall be valid for 2 months beyond completion of mobilisation and the same may be invoked in the event of Contractor's failure to mobilise as per agreement.
- 30.3 In the event of any extension to the mobilisation period, Contractor shall have to enhance the value of the bank guarantee to cover the interest for the extended period and also to extend the validity of bank guarantee accordingly.

## **31.0 Integrity pact:**

- 31.1 OIL shall be entering into an Integrity Pact with the Bidders as per format enclosed vide Proforma-M of the Bid Document. The Integrity Pact has been duly signed digitally by OIL's competent signatory and uploaded in the OIL's e-portal. The Integrity Pact shall be returned by the bidder (along with the technical Bid) duly signed by the same signatory who signed the Bid i.e. who is duly authorized to sign the Bid. Uploading the Integrity Pact in the OIL's E-portal with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who has signed the bid. If any bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid shall be rejected straightway.
- 31.2 In case of a joint venture, all the partners of the joint venture should sign the Integrity pact.
- 31.3 In the event of any dispute between the management and the contractor relating to those contracts where Integrity Pact is applicable, in case, both the parties are agreeable, they may try to settle dispute through mediation before the panel of Independent External Monitors (IEMs) in a time bound manner. If required, the organizations may adopt any mediation rules for this purpose. In case, the dispute remains unresolved even after mediation by the panel of IEMs, the organization may take further action as per the terms and conditions of the

contract. The fees/expenses on dispute resolution shall be equally shared by both the parties.

31.4 Bidders may contact the Independent External Monitors for any matter relating to the IFB at the following addresses:

- a) Shri Sutanu Behuria, IAS (Retd.); Ex-Secretary, Dept. of Heavy Industry, Ministry of Heavy Industries & Public Enterprises, E-mail: [sutanu2911@gmail.com](mailto:sutanu2911@gmail.com)
- b) Shri Rudhra Gangadharan, IAS(Retd.), Ex-Secretary, Ministry of Agriculture; E-Mail: [rudhra.gangadharan@gmail.com](mailto:rudhra.gangadharan@gmail.com)
- c) Shri Om Prakash Singh, IPS (Retd.), Former DGP, Uttar Pradesh, E-mail: [Ops2020@rediffmail.com](mailto:Ops2020@rediffmail.com)

### **32.0 Local conditions:**

It is imperative for each Bidder to be fully informed themselves of all Indian as well as local conditions, factors and legislation which may have any effect on the execution of the work covered under the Bidding Document. The bidders shall be deemed, prior to submitting their bids to have satisfied themselves of all the aspects covering the nature of the work as stipulated in the Bidding Document and obtain for themselves all necessary information as to the risks, contingencies and all other circumstances, which may influence or affect the various obligations under the Contract.

No request will be considered for clarifications from the Company (OIL) regarding such conditions, factors and legislation. It is understood and agreed that such conditions, factors and legislation have been properly investigated and considered by the Bidders while submitting the Bids. Failure to do so shall not relieve the Bidders from responsibility to estimate properly the cost of performing the work within the provided timeframe. Company (OIL) will assume no responsibility for any understandings or representations concerning conditions made by any of their officers prior to award of the Contract. Company (OIL) shall not permit any Changes to the time schedule of the Contract or any financial adjustments arising from the Bidder's lack of knowledge and its effect on the cost of execution of the Contract.

### **33.0 Specifications:**

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

**34.0 Purchase preference policy-linked with Local Content (PP-LC) - notified vide letter no. FP-20013/2/2017-FP-PNG dated 17th November, 2020 of MoPNG shall be applicable in this tender.** [copy of the notification is enclosed as **APPENDIX-I**]. Bidders to check the provisions of the Notification and their eligibility to bid and any claim on **Purchase preference**. Purchase preference will be applicable as per the Notification(s) and any amendment thereof.

- 34.1 In case a bidder is eligible to seek benefits under PP-LC policy as well as Public Procurement Policy for MSEs - Order 2012, then the bidders should categorically seek benefits against only one of the two policies i.e. either PP-LC or MSE policy.
- 34.2 Upon award of Contract based on PP-LC policy, the bidder shall have to submit additional Bank Guarantee (format enclosed as Proforma-L) equivalent to the amount of Performance Security towards fulfilment of conditions pertaining to Local Contents in accordance with the value mentioned in the certificate of LC.

**END OF PART-1**

**&&&&**

**PART-2**  
**BID EVALUATION CRITERIA (BEC)**

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

**2.0 TECHNICAL EVALUATION CRITERIA:**

**2.1 Experience:**

The Bidder must have the following experience during last seven (7) years as on the original bid closing date:

- (a) Bidders must have experience of providing drilling services with at least one (01) no. of Rig of minimum 1400 HP capacity on charter hire basis for a period of minimum 01 year against a single Contract.
- (b) Drilling of at least five (5) nos. oil/gas wells with drilling rig of minimum 1400 HP, out of which at least one well should be of minimum 4000 m depth.
- (c) Bidder must have experience for operation and maintenance of Top Drive of the Rig. If the bidder does not have the said experience, then they shall have to confirm that in the event of award of contract, maintenance support of the 'Top Drive' will be provided from the manufacturer of the 'Top Drive' throughout the contract period. A 'Memorandum of understanding (MOU)' between the manufacturer and the bidder shall have to be submitted along with the technical bid in support of the maintenance of their offered 'Top Drive' system.
- (d) Key personnel must have requisite experience and qualifications as per "Scope of Work/Terms of Reference". The key personnel should have valid International Well Control Forum (IWCF) certification at appropriate level as per SoW.

**Note:** The Company reserves the right for physical inspection of the rig package at Contractor's site at any time during the finalization of the Contract and prior to mobilization of the rig on its own or through any one of third party inspection agency as mentioned below.

**2.1.1 In case the Bidder is a Consortium of Companies, the following requirements must be satisfied by the Bidder:**

- (a) The leader of the consortium has to satisfy the minimum experience requirement as per clause 2.1 above.
- (b) The leader of the Consortium must submit bid on behalf of consortium of Bidders. Memorandum of Understanding (MOU) between the Consortium members duly executed by the CEO/Authorized person and certified by the competent authority of the respective organization of the consortium members and notarized, 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. However, the Leader of the Consortium must submit an **undertaking** along with the technical bid towards unconditional acceptance of full responsibility for executing the “Scope of Work” of this bid document. 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.
- (c) Only the Leader of the consortium should register in the e-tender portal and submit bid on behalf of the Consortium. The other members of the Consortium shall ratify all the acts and decisions of the Leader of Consortium, which are taken in connection with and/or during the evaluation of the tender and execution of the contract.
- (d) The Performance Security shall be in the name of the Leader on behalf of the Consortium.
- (e) The leader of the Consortium on behalf of the Consortium 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 members.
- (f) Any correspondence exchanged with the leader of consortium shall be binding on all the consortium members.
- (g) Payment shall be made by OIL only to the leader of the consortium towards fulfilment of contract obligations.
- (h) 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.
- (i) Documents/details pertaining to qualification of the bidder must be furnished by each partner/ member of consortium complete in all respects

along with the bid clearly bringing up their experience especially in the form of work in their scope.

- (j) **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. The members of the consortium should not be more than three.
  - (k) **Signing of Contract:** In the event of award of contract to the consortium, the contract to be signed by all the members of the consortium and the liability of each one of them shall be jointly and severally.
  - (l) Members of the consortium are not allowed to quote separately/ independently against this tender. All such bids received against the tender shall be summarily rejected. Further, all bids from parties with technical support from the same/common Principal shall be rejected.
  - (m) Certified copies (attested by Director/Company Secretary) of Board resolutions passed by respective Board of Directors of the companies (Consortium leader and members) agreeing to entering into such consortium with each other for submission of bid against the NIT and authorising designated executives of each company to sign in the MOU to be provided along with the technical bid.
  - (n) The MOU/Agreement should be legally valid i.e. it should be on a non-judicial stamp paper and notarised.
- 2.1.2 In case, the Bidder is an Indian Company/Indian joint venture Company, then the lead bidder should meet the experience criteria (a) to (d) of Clause No. 2.1 above. Also, the Indian Company/Indian Joint Venture Company who does not meet the minimum experience criteria as per clause 2.1(a) to (d) above may also submit the bid on the strength of Technical Collaborator/Joint Venture Partner. However, the Indian company/Indian joint venture company must meet the financial criteria under Clause No. 3.1 below. Additionally, all the joint venture members shall individually meet the Financial criteria mentioned in sub-para 3.2 below.
- 2.1.3 Indian bidders quoting based on technical collaboration/joint venture, shall submit a Memorandum of Understanding (MOU) with their technical collaborator/joint venture partner clearly indicating their roles and responsibilities under the scope of work, which shall also be addressed to OIL and remain valid and binding throughout the contract period, including extension if any.

- 2.1.4 The Technical Collaborator/Joint Venture Partner at its own shall meet the experience criteria as in clause No. 2.1 (a) to (d) above. The experience of the Technical Collaborator/Joint Venture with other firm(s) will not be qualified.
- 2.1.5 Any party, who is extending technical support by way of entering into technical collaboration with another party, shall not be allowed to submit an independent Bid against the tender and such bids shall be rejected straightway. Further, all bids from parties with technical collaboration support from the same Principal will be rejected.

**NOTE:** In case the contract is awarded based on the bid submitted as per Clause 2.1.2 & 2.1.3 above, in order to meet the commitment from the Technical collaborator / Joint Venture partner - all key personnel including the rank of Driller and above shall be from the pay roll of the Technical collaborator / Joint Venture partner for the full duration of the project.

## **2.2 Drilling Rig:**

The Bidder shall be in possession of the rig offered (with Top Drive System) either owned or leased. In case the bidder is not in possession of the rig at the time of submission of bids, they may offer a rig for which they have an agreement for lease/purchase.

### **2.2.1 Identification of Rig:**

- (i) Bidders are required to identify the Rig(s) at the time of submission of bids with documentary proof thereof, confirming availability of the rig for this contract.
- (ii) In case, owner of the Rig himself is the bidder, the certificate confirming availability of the rig for this contract shall be furnished by the owner himself.
- (iii) In case of leased rig (*Sub Leased Rig will not be accepted*)/proposed purchase of rig, the bidders who do not own the Rig at the time of submission of bid are required to submit along with Techno-commercial (un-priced) Bid, the Memorandum of Understanding/ Agreement of lease/purchase document of rig, concluded with the owner of the rig, especially for this Tender, with documentary proof of ownership of the rig in the form of registration certificate of the rig. The above MOU/Agreement must be valid at least through validity of the bid with a specific stipulation that in the event of an award of contract by Company against this tender, the MOU/Agreement shall be kept valid for the entire period of contract including any extension thereof.
- (iv) Bidder may identify more than one Rig (**maximum upto three rigs** which they feel best suitable) against this tender requirement, giving complete technical details for evaluation along with copy of MOU/Agreement, if applicable. The successful Bidder will have to mobilize the identified rigs which are found acceptable to the Company in the event of award of contract. **Rig without top drive will not be considered for evaluation.**

- (v) Bidder would not be allowed to substitute the rig once offered by them in their bid. If more than one rig is offered by a bidder, all the rigs would be techno-commercially evaluated. The bidder can mobilize rig that is found techno-commercially acceptable by OIL, but the name of the rig to be mobilized by the bidder would have to be furnished by them within 15 days of issue of letter of award.
- (vi) Offers with identified Rig but with the condition “subject to availability” may be considered for techno-commercial evaluation. The bidders, however, shall have to confirm the unconditional availability of their offered rig minimum one day prior to price bid opening. The date of price bid opening will be intimated to the bidder in due course. Bidders who fail to confirm unconditional availability of Rig shall not be considered for price bid opening/ award of contract.
- 2.2.2 The input horsepower rating of the Draw-works of offered rig should be minimum 2000 HP. Further the rig offered should be Diesel-Electric (AC-SCR or AC-VFD) having minimum 1000 kps static hook load capacity self-elevating type mast and sub-structure (conforming to API specification 4F) and also suitable for cluster location (1 + 3 Wells), spacing between wells at surface on cluster well plinth is maximum 18m. The Rig package should also include a proper Effluent Treatment Plant. The details of the rig package as envisaged for the requirement is given in **Part-3: Section-II** in the Bid Document. Bidders must confirm compliance of the same.
- 2.2.3 The Bidder should confirm that their offered rig(s) is/are installed with suitable top drive system.
- 2.2.4 **Vintage**: The offered rig package should not be more than fifteen (15) years old as on the original bid closing date. Documentary proof in respect of vintage should be submitted with the techno-commercial (un-priced) bid in the form of copies of relevant Purchase Order together with copies of any of the documents in respect of date of execution of the Purchase Order, such as B/L or invoice or any other documentary evidence from Rig Manufacturer/OEM that can substantiate the date of delivery or satisfactory execution of purchase order.

For Vintage calculation, oldest item(s) among Mast & Sub-structure, Drawworks, Slush (Mud) pumps, Top drive System, Rig Engines and Power Control Room (PCR) will be considered.

- 2.2.5 **Residual life**: The offered drilling rig, if not brand new, should have a minimum residual life of seven (7) years as on the original bid closing date. The bidder should submit a certificate in original from any one of the following inspection agency as per **Form-1 (Annexure-I)** of the tender document either with techno-commercial (un-priced) bid:

- (i) M/s Bureau Veritas

- (ii) M/s Det Norske Veritas
- (iii) M/s Lloyd's
- (iv) M/s Oil Field Audit Services
- (v) M/s ABS

**Note: The certificate should clearly indicate and confirm without any ambiguity the following:**

- (a) Name and address of the owner of the rigs after due verification of documents.
  - (b) Confirmation that the rig package meets the technical specification as laid down at **Part-3: Section-II** of the Tender Document.
  - (c) Make, Model, Capacity/Rating and residual life as inspected for each of the component as well as for the overall rigs.
- 2.2.5.1 In case of proposed purchase of brand new rigs, the bidder should submit a certificate in original from the manufacturer certifying the current status of the purchase order and the committed date of readiness of the complete rig package for shipment after due inspection. This certificate must be submitted along with the techno-commercial (Un-priced) bid.
- 2.2.6 The rig should be capable of drilling wells fulfilling "Scope of Work" and conforming to the technical specifications as laid down in the bid document.
- 2.2.7 The bidder shall submit the lay-out drawing of the offered rigs in the Technical bid along with the confirmation that foundation design and detailed working drawing and Load Bearing Diagram would be submitted within 15 days from the date of issue of Letter of Award.
- 2.3 **Mobilization Period:** Bidder must confirm to mobilize the Drilling Rig within 120 days from the date of issuance of Letter of Award (LOA)/Mobilization Notice. Offers indicating mobilization time more than 120 days from the date of issuance of Mobilization Notice/ LOA will be rejected.
- 2.3.1 **Mobilization Period of Offered Rigs which are already operating with OIL:** In case the offered Rig(s) is/are in operation with OIL under existing contract (which is due for completion of tenure) and the bidder emerges successful against this tender, then successful bidder shall be allowed to deploy their Rig(s) within 60 (Sixty) days from date of de-hiring by OIL from the on-going Contract **OR** 120 days from the date of issue of Letter of Award (L.O.A), whichever is later.
- Repair of Rig, if any, is to be completed and Rig to be deployed within 60 (Sixty) days from date of de-hiring from the on-going Contract **OR** 120 days from the date of issue of Letter of Award (L.O.A), whichever is later.

- 2.4 Offers indicating mobilization time more than **one hundred twenty (120) days** from the date of issue of Letter of Award (LOA) will be summarily rejected. Bidders are advised to indicate the best mobilization schedule in their bid.
- 2.5 The bidders must confirm to provide the key personnel with requisite experience and qualification as specified in Bid Document. Rig Manager/Rig Superintendent, Tool Pusher, Night Tour Pusher, Drillers and Assistant Drillers should possess valid International Well Control Forum (IWCF) certificates at appropriate levels and should be fluent in English. Contradicting clause no 2.1.d above
- 2.6 Bidder must categorically confirm to provide complete rig package together with Effluent Treatment Plant/System and carry out entire jobs as per Scope of Work, Terms of Reference and Technical Specifications elaborated in the Tender Document and will not sublet the main drilling services against the contract, if awarded, failing which the bid will be rejected.
- 2.7 The bidder must confirm to comply with the applicable & prevailing provisions of MoEF, DGMS, Mines Act 1952, Oil Mines Regulation 2017, OISD Guidelines and 10<sup>th</sup> conference recommendation of Safety in Mines.
- 2.8 Details of experience and past performance of the bidder and of their consortium partner, if any, on works/jobs done of similar nature are to be submitted along with the Techno-commercial (Un-priced) Bid, in support of experience laid down at para 2.1 above. Also, details of current work in hand and other contractual commitments of the bidder (indicating areas and clients) are to be submitted along with the Techno-commercial (Un-priced) Bid.

### **3.0 FINANCIAL EVALUATION CRITERIA:**

- 3.1 The bidder must have **annual financial turnover from operation** as below in any of the preceding three (3) financial years reckoned from the original bid closing date as per the Audited Annual Reports:

- (i) **Minimum INR 26.45 Crores (or USD 3.43 million) for bidders quoting for 01(one) Rig.**
- (ii) **Minimum INR 52.90 Crores (or USD 6.86 million) for bidders quoting for 02(two) Rigs.**

**[Annual Financial Turnover** of the bidder from operations shall mean: “Aggregate value of the realisation of amount made from the sale, supply or distribution of goods or on account of services rendered, or both, by the company (bidder) during a financial year” as per the Companies Act, 2013 Section 2 (91).]

- 3.1.2 In case of Consortium of companies, at least one of the member of the Consortium shall have an annual financial turnover as stated above under clause 3.1 (as per the quoted no. of Rigs) in any of the preceding 03(three) financial/accounting years reckoned from the original bid closing date. The other member(s) of the Consortium shall have an annual financial turnover of minimum 50% of the annual financial turnover as stated above under clause 3.1 (as per the quoted

no. of Rigs) in any of the preceding 03(three) financial/accounting years reckoned from the original bid closing date.

3.2 **The Net Worth** of bidder must be positive **for the accounting year preceding the original bid closing date.**

[**Net worth** shall mean: "Share capital + Reserves created out of profits and securities Premium account (excluding revaluation reserves) – deferred expenditure – Miscellaneous Expenditure to the extent not written off and carried forward Loss - Reserves created out of write back of depreciation and amalgamation".]

3.2.1 If the bid is from a Consortium of companies, then the net worth of all the consortium partners individually should be positive for the accounting year preceding the original bid closing date.

3.3 Considering the time required for preparation of Financial Statements, if the last date of preceding financial/accounting year falls within the preceding six months reckoned from the original bid closing date/within the due date for furnishing of audit report as per Section 139(1) of IT Act, 1961 (read along with latest circulars/notifications issued by CBDT from time to time) and the Financial Statements of the preceding financial/accounting year are not available with the bidder, then the financial turnover of the previous three financial /accounting years excluding the preceding financial/accounting year will be considered. In such cases, the Net worth of the previous financial/accounting year excluding the preceding financial/accounting year will be considered. However, the bidder has to submit an undertaking in support of the same along with their technical bid as per **Proforma-O**.

**Notes to 3.0 (Financial Evaluation Criteria):**

(i) For proof of Annual Turnover & Net worth, any one of the following document must be submitted along with the bid:

(a) A certificate issued by a practicing Chartered Cost Accountant (with Membership Number and Firm Registration Number), certifying the Annual turnover & Net worth as per format prescribed in **Proforma-J**. Please note that mentioning of UDIN (Unique Document Identification Number) is mandatory for all Certificates issued by Chartered Accountant w.e.f. 1<sup>st</sup> February, 2019.

**OR**

(b) Audited Balance Sheet along with Profit & Loss account.

(ii) In case the bidder is a Central Govt. Organization/PSU/State Govt. Organization/Semi-State Govt. Organization or any other Central/State Govt. Undertaking, where the auditor is appointed only after the approval of Comptroller and Auditor General of India and the Central Government, their

certificates may be accepted even though FRN is not available. However, bidder to provide documentary evidence for the same.

- (iii) In case the Audited Balance sheet and Profit Loss Account submitted along with the bid are in currencies other than INR, the bidder shall have to convert the figures in equivalent INR considering the prevailing conversion rate on the date on which the Audited Balance Sheet and Profit & Loss Account is signed. A CA Certificate is to be submitted by the bidder regarding converted figures in equivalent INR. Else, the Audited Balance Sheet and Profit & Loss Account shall be evaluated by considering the BC selling rate declared by State Bank of India (on the date on which the Audited Balance Sheet and Profit & Loss Account is signed) for conversion to INR.

#### **4.0 Documents:**

Bidders must furnish documentary evidences with the specific chapters, separated by dividers, in the same order as set out here below (i) to (vii) in support of fulfilling all the requirements along with their un-priced techno-commercial Bids.

- (i) **Rig offered:** Documents relating to rig package already in possession or proposed to own/lease along with the proof of vintage (i.e. copy of purchase order and B/L or invoice or any other documentary evidence that can substantiate the date of satisfactory execution of purchase order/ year of manufacturer), description and complete technical specifications etc.
- (ii) **Drilling experience of bidder:**
  - (a) Statement to be furnished by the bidder in a tabular form along with copies of contracts/work-orders along with completion certificates/ payment certificates issued by the clients or any other documents to establish the experience.
  - (b) End of well reports and/or Daily report or any other document(s) issued by the client(s) in confirmation of number of wells and well depth as per clause no. 2.1 (b) above.
- (iii) **Financial Turnover of Bidder:** Copy of audited Balance Sheets/ Profit and Loss Accounts etc. for the last three (3) accounting years.
- (iv) MOU or legally acceptable documents in support of consortium arrangements/technical collaboration/joint venture arrangements, if any.
- (v) **Residual life** of the rig(s) offered as per para 2.2.5 above.

- (vi) Contractor's general structure and organization, including the branch/sub-division dedicated to specific activities related to the execution of the contract.
- (vii) Details of bidder's Health, Safety and Environmental Management Policy Manual together with a copy of Safe Operating Practices (SOP) of all rig operations.

**Notes:**

1. Bid without the above listed documents or information shall be rejected.
2. Oil India Limited (OIL) reserves the right to contact the Client(s) referred by the Bidder for authentication of the documents submitted by the Bidder. OIL may contact the clients/operators under intimation/copy to the respective Bidder. It will be the responsibility of the Bidder to take up the matter with his Client(s) and arrange for the confirmation as desired by OIL.
3. All Certificates and documentary evidences required to be submitted in support of Para 2.0 and 3.0 above should be clearly legible and in the English language. If any certificate is submitted in a language other than English language, the same should be translated to English, duly authenticated by local chamber of Commerce of bidder's / Technical Collaborator's / Consortium partner's/ Joint Venture partner's country, in which case, for purposes of interpretation of the bid, the English translation shall prevail.
4. All the documents submitted towards compliance of BEC should be verified and certified by TPI as per Clause No. 9.6 below.

**5.0 COMMERCIAL EVALUATION CRITERIA:**

- 5.1 Bids shall be submitted under single stage two Bid system i.e. Technical Bid and Priced Bid separately in the OIL's e-Tender portal. The Technical Bid is to be uploaded as per Scope of Work & Technical Specification of the tender in "Technical RFx Response" Tab and Priced Bid as per **Proforma-B** uploaded in the "Notes & Attachments" Tab. Bids shall be rejected outright if the prices are indicated in the technical bids. Bids not conforming to this two bid system shall be rejected outright.
- 5.2 Bidder shall offer firm prices. Price quoted by the successful bidder must remain firm during the execution of the Contract and not subject to variation on any account.
- 5.3 Bids with shorter validity (i.e., less than 120 days from the scheduled bid closing date) will be rejected as being non-responsive.

- 5.4 **Bid Security is not applicable against this tender.** However, bidders shall submit along with their bid a signed **“Bid Security Declaration” (Proforma-E)** accepting that, if they withdraw or modify their bids during the period of validity; or if they are awarded the contract and they fail to sign the contract; or to submit a performance security before the deadline defined in the NIT, they will be suspended for a period of two years. This suspension of two year shall be automatic without conducting any enquiry.
- 5.5 The Integrity Pact must be uploaded in OIL’s E-Procurement portal along with the Technical Bid digitally signed by the same signatory who digitally signed the Bid i.e. who is duly authorized to sign the Bid. If any bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid will be rejected.
- 5.6 Bids submitted after the Bid Closing Date and Time will be rejected.
- 5.7 Bids received through the e-procurement portal shall only be accepted. Bids received in any other form shall not be accepted.
- 5.8 Bid documents are non-transferable. Bid can only be submitted in the name of the bidder in whose name the User ID and Password have been issued. Unsolicited bids will not be considered and will be straightway rejected.
- 5.9 Bids shall be typed or written in indelible ink and shall be digitally signed by the bidder or his authorized representative.
- 5.10 Any physical documents wherever called for, submitted by bidders shall contain no interlineations, white fluid erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such correction shall be initialed by the person or persons who has/have digitally signed the Bid.
- 5.11 Any Bid containing false statement will be rejected.
- 5.12 Bidders shall quote directly and not through their Agent/ Representative / Retainer / Associate in India.
- 5.13 Bidders must quote clearly and strictly in accordance with the price schedule outlined in “Price Bid Format” of Bid Document; otherwise the Bid will be summarily rejected.
- 5.14 Bidder must accept and comply with the following clauses as given in the Bid Document in toto failing which bid will be rejected.
- (i) Bid Security Clause
  - (ii) Performance Guarantee Clause
  - (iii) Force Majeure Clause
  - (iv) Tax Liabilities Clause
  - (v) Arbitration Clause

- (vi) Acceptance of Jurisdiction and Applicable Law
  - (vii) Liquidated damage and penalty clause
  - (viii) Safety & Labour Law
  - (ix) Termination Clause
  - (x) Integrity Pact
- 5.15 The Bids and all uploaded documents must be digitally signed using “Class 3” digital certificate [e-commerce application (Certificate with personal verification and Organization name)] as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India[except copies of the documents required in physical form] should invariably be submitted in the ‘Technical Attachment Tab’ 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.**
- 6.0 PRICE BID EVALUATION:**
- The bids conforming to the technical specifications, terms and conditions stipulated in the bidding document and considered to be responsive after subjecting to Bid Evaluation Criteria mentioned above will be considered for further evaluation as per the Price Evaluation Criteria given below:
- 6.1** The bidders must quote their charges / rates in the manner as called for vide "Schedule of Rates" under **Section-IV** and the summarized price schedule format vide enclosed **Proforma-B**.
- 6.2** In the event of computational error between unit price and total price, the quoted unit price shall prevail. Similarly, in the event of discrepancy between rates quoted in words and figures, the unit rates quoted in words will prevail.
- 6.3** **Priced Bids shall be evaluated taking into account the Price quoted as per Proforma-B including quoted GST.**
- 6.4** Quoted price must include all liabilities and taxes including statutory liabilities but excluding GST, which shall be quoted separately in the Price Bid format.
- 6.5** The quantities shown against each item in the "Price Bid Format (i.e. in Proforma-B)" shall be considered for the purpose of Bid Evaluation. It is, however, to be clearly understood that the assumptions made in respect of the number of days/ parameters for various operations are only for the purpose of evaluation of the bid and the Contractor will be paid on the basis of the actual number of days/parameter, as the case may be.
- 6.6** Bidder shall quote same rates for all the Rigs quoted by them. Bidders quoting different rates (either total or individual item rate) would be rejected.
- 6.7** Price Evaluation of the qualified bids will be done on the basis of rates quoted by the bidder as per PROFORMA-B. However, bidders must comply with the limits indicated against each of the following rates:

- (a) Payment towards **mobilization charges** for each rig package should not exceed 7.5% (seven and half percent) of 50% of the estimated total Contract value for each Rig for three (3) years operation. However, mobilization charges if quoted in excess of 7.5 % of 50% of the estimated total contract cost, the excess amount shall be paid at the end of the contract.
- (b) Payment towards **Standby Day Rate** shall be 90% (ninety percent) of the Operating Day Rate.
- (c) Payment towards **Rig Repair Day Rate** and **Stack Day Rate** each shall be 50% (Fifty percent) of Operating Day Rate.
- (d) Payment towards **Force Majeure Day Rate** shall be 50% (fifty percent) of Operating Day Rate.
- (e) **Demobilization Charges** for each rig package should not be less than 2% (two percent) of the estimated total Contract value per Rig for three (3) years operation. In case de-mobilization charges is quoted less than 2%, the differential amount will be kept on hold from the 1st invoice onwards and the same will be paid at the end of the contract along with Demobilization charges.

**6.8** Priced Bids shall be evaluated taking into account the rates quoted by the bidders in the PRICE BID FORMAT (Proforma-B) by taking into account the summation of the following:

**TOTAL ESTIMATED CONTRACT COST FOR EACH RIG FOR 3 YEARS CONTRACT DURATION (including GST and all other Taxes & Duties):**

$$\text{TCROG} = \text{TCRO} + \text{GST} = \text{TM} + \text{TD} + \text{TOP} + \text{TILMO} + \text{TILM1} + \text{TILM2}$$

Where,

- (a) Total 'Mobilization Charges (M)' for each Rig,  $\text{TM} = \text{M} \times 1$
- (b) Total 'Demobilization Charge (D)' for each Rig,  $\text{TD} = \text{D} \times 1$
- (c) Total 'Operating Day Rate (ODR)' for each Rig,  $\text{TOP} = \text{ODR} \times 960 \text{ days}$
- (d) Total Inter-Location Movement charge (Cluster location) Lump sum for each Rig,  $\text{TILMO} = \text{ILMO} \times 5$
- (e) Total 'Inter-location Movement Charges (ILM1)' for each Rig,  $\text{TILM1} = \text{ILM1} \times 5$  (For movement within a distance of 30 Kms)
- (f) Total 'Inter-location Movement Charges on Kilometer Basis (ILM2)' for each Rig,  $\text{TILM2} = \text{ILM2} \times 400$  (For movement in excess of 30 Kms)

NOTE: The above items are defined in Schedule of Rates/Price bid format.

**6.9 CUSTOMS DUTY:** In terms of Sl. No. 404 of the Customs Notification No.50/2017-Cus dated 30.06.2017, imports of the items specified in List 33 of the Notification are subject to levy of concessional rate of customs duty @5%

(BCD Nil & IGST @5%) subject to conditions specified therein (Condition No. 48). However, Condition No. 48 along with List-33 of the said notification has been amended vide Customs Notification No. 02/2022-Customs dated 01.02.2022.

Similarly, the domestic supply of such goods would attract 5% GST (i.e. IGST or CGST & SGST/UTSGT) on submission of EC in terms of GST Notification No. 03/2017.

Bidders shall take note of the prevailing customs notifications including the latest amendment vide gazette Notification No. 02/2022-Customs dated 01.02.2022 while quoting their prices. Bidder should consider concessional Customs Duty only for those items appearing in List-33 therein. Items of their import other than those appearing in List-33 of the said gazette notification shall be considered as duty payable on merit basis in their respective bid. OIL shall issue the requisite undertaking/certificate on request from Contractor for availing concessional rate of customs duty only against the items explicitly covered under List-33 of Customs Notification No. 02/2022-Customs dated 01.02.2022 or against any other item(s) subsequently declared by the competent authority during the tenure of the contract to be duty exempted/concessional. However, in the event of refusal/denial by Customs Authority to accord exemption/concession of Customs Duty against import of items which are explicitly covered under List-33 of Notification No. 02/2022-Customs dated 01.02.2022, such applicable customs duty shall be reimbursed at actual by OIL to the Contractor on submission of documentary evidence.

Similarly, the items other than those appearing in List-33 of the said gazette notification, if to be imported by the Contractor for the purpose of execution of contract against this tender, the same shall be considered as duty payable on merit basis and the applicable customs duty thereof must be included by the bidder in their respective bid value. OIL will not issue any Undertaking/Certificate towards customs duty concession/exemption for those items (not included in List-33 of Notification) and the duty payable on merit shall be borne by the Contractor. However, any other item if subsequently notified by the competent authority to be Duty free/concessional during the tenure of the contract, OIL will issue requisite Certificate/Undertaking for Contractor to avail the Customs Duty benefit and the duty benefit must be passed on to OIL. Additionally, for all those items against which the bidder considers the Customs Duty on merit, the list specifying the Customs Duty Rate (percentage) may be furnished, so that subsequent increase/decrease in Customs Duty, if any shall be reimbursed/recovered by OIL as the case may be on documentary evidence.

Bidders should submit the list of items which are to be imported for execution of the contract against this tender as per Proforma-A prudently along with their bid. Undertaking/Certificate for availing concessional rate of Customs Duty shall be issued by OIL only for the eligible items, provide the same are included in the Proforma-A submitted by the bidder.

**Note:**

a. The above stipulations shall prevail over other clauses if stipulated otherwise elsewhere in the original tender document/previous amendments. However, the aforementioned notifications are subject to change as per Government guidelines and the provisions ruling at the time of Bid Closing will be applicable.

b. The Bidder has to re-export the rigs after completion of the contract in case of imported rigs. The bidder will be fully responsible to pay the customs duty in case the rigs are taken by the Contractor to area where customs duty benefit is not applicable. This is applicable in case OIL issues recommendatory letter for availing concessional customs duty for import of goods.

**6.10** The inter-se-ranking of the techno-commercially qualified bidders will be determined on overall lowest cost basis (L-1 offer) i.e. considering the Total quoted price inclusive of all liabilities and GST.

**7.0 PURCHASE PREFERENCE CLAUSE:**

**7.1 PURCHASE PREFERENCE TO MSE BIDDERS:** Purchase Preference to Micro and Small Enterprises is applicable for this tender.

**7.1.1 Documentation required to be submitted by MSEs:** Categorization and various criteria applicable to MSE bidders shall be guided by the Gazette Notification No. CG-DL-E-26062020-220191 dated 26.06.2020 and Amendment vide Gazette Notification no. CG-DL-E-16062021-227649 dated 16.06.2021 and No. CG-DL-E-19012022-232763 dated 19.01.2022 and CG-DL-E-06052022-235600 dated 06.05.2022 issued by MINISTRY OF MICRO, SMALL AND MEDIUM ENTERPRISES. The existing enterprises registered under EM- Part-II or UAM till 30<sup>th</sup> June'2020 shall continue to be valid only up to the 30<sup>th</sup> June, 2022.

Bidder claiming the MSE status (MSE-General, MSE-SC/ST, MSE-Woman) against this tender has to submit the following documents along with the technical bid for availing the benefits applicable to MSEs.

- i. Udyam Registration Number with Udyam Registration Certificate  
or
- ii. Proof of registration with District Industry Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or Udyog Aadhaar registration or registration with any other body specified by Ministry of MSME.

Note: In case bidding MSE is owned by Schedule Caste or Schedule Tribe or Woman entrepreneur, valid documentary evidence issued by the agency who has registered the bidder as MSE owned by SC/ST/Woman entrepreneur should also be enclosed.

7.1.2 Provisions such as seeking support from another company by way of technical collaboration, submission of JV/ consortium bid, etc., wherever allowed in the tender document shall be available to all interested bidders including MSEs. In those scenarios, MSEs quoting on the strength of technical collaborators will be eligible for the benefits reserved for MSEs (i.e. exemption from payment of EMD and purchase preference). However, in case of submission of Consortium bids by MSEs, in order to avail the benefits reserved for MSEs (i.e. exemption from payment of EMD and purchase preference), the MSE bidder shall have to rely on their own strength or on the strength of another MSE only to meet the various tender requirements including technical and financial evaluation criteria. In that case, all the members of the Consortium including the leader of the Consortium should be eligible MSEs. Further, in case of bid from incorporated JVC, in order to avail the above MSE benefits, the bidder i.e. JVC shall have to be MSE unit.

**7.2 PURCHASE PREFERENCE POLICY (LINKED WITH LOCAL CONTENT) (PP-LC):**

Purchase preference policy-linked with Local Content (PP-LC) notified vide letter no. **FP-20013/2/2017-FP-PNG dated 17th November, 2020 of MoPNG** shall be applicable in this tender. Bidders to check the provisions of the Notification for their eligibility to bid and seek benefits for Purchase preference, accordingly. Purchase preference will be applicable as per the Notification(s) and any amendment thereof.

Bidders seeking benefits, under Purchase Preference Policy (linked with Local Content) (PP-LC) shall have to comply with all the provisions of the notification no. FP-20013/2/2017-FP-PNG dated 17th November, 2020 or subsequent amendments, if any.

**8.0 AWARD OF CONTRACT:** The contract for hiring of the tendered services shall be awarded as below:

The total requirement is for charter hire of 02 (Two) nos. of Drilling rigs. The L-1 bidder shall be awarded contract for the quoted no. of drilling rig. If the L-1 bidder offer only 01 (One) No. of Drilling rig, the offer for the remaining drilling rig shall be given to the remaining bidders in order of the ranking of the bidders (lowest quoted bidder to highest quoted bidder) subject to matching their price with the L-1 bidder, in line with 'Note-b' below. A timeframe of 15 days will be provided for matching the rate and in the event of non-acceptance or non-response within the allotted 15 days, the same will be offered to the next eligible bidder.

Purchase Preference shall be applicable for award of contract to MSE bidders (within the Price Band of L1+15%) & Class-I LC bidder as per PP-LC Policy (within the Price Band of L1+20%) in the following order:

- (i) Preference shall be given to eligible MSE Bidder(s) falling under Price Band of L1+15% over other bidders, in order of ranking (lowest bidder to highest bidder).

- (ii) After awarding of contract(s) to the eligible MSE Bidder(s), preference shall be given to the Class-I LC bidder within the price band of L1+20% for the remaining rigs (if any) in order of ranking (lowest bidder to highest bidder), subject to following conditions:

If the eligible Class-I LC bidder qualifies for offer/award based on Purchase Preference, only one rig will be offered/awarded.

Once an offer has been accepted by eligible Class-I LC bidder subjecting to purchase preference, Purchase Preference under PP-LC shall not be applied further.

**Note:**

a. In case a bidder is eligible to seek benefits under PP-LC policy as well as Public Procurement Policy for MSEs - Order 2012, then the bidders should categorically seek benefits against only one of the two policies i.e. either PP-LC or MSE policy as per **Proforma-R**. Bidder to categorically confirm under which policy i.e. PP-LC or MSE, they want to avail the benefit and to submit requisite document/certificate in support to avail this benefit. The bids shall be evaluated based on their declaration. No benefit shall be given if the bid is submitted without any above declaration along with supporting document as per the respective policies.

b. Contract shall be awarded subject to matching of price with L-1 bidder as under:

I. In case 'Operating Day Rate' of the bidder is higher than the corresponding price quoted by the L1 bidder:

i. The 'Total Price' of the bidder shall be calculated by matching the ODR quoted by the bidder to that of L1 price. If the 'Total Price' of the bidder after matching is found to be higher than the price of the L1 bidder, the differences in the 'Total Price' after matching as above, shall be reduced proportionately from remaining quoted line items to match the 'Total Price' of the bidder to the corresponding price of L1 bidder.

ii. In case the 'Total Price' of the bidder after matching the ODR (as stated in Para i. above) is found to be lower than the corresponding L1 price, then ODR shall be reduced in such a way to match 'Total Price' of the bidder with the L1 price.

II. In case the 'Operating Day Rate' of the bidder is lower than the corresponding L1 price: The difference in the 'Total Price' of the bidder and L1 price shall be reduced proportionately from all the quoted line items except for 'Operating Day Rate for Personnel (ODR)', to match the 'Total Price' of the bidder to the corresponding L1 price.

## 9.0 GENERAL NOTES:

- 9.1 In case bidder takes exception to any clause of Bid Document not covered under BEC, then the Company has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw/modify the deviation when/as advised by Company. The loading so done by the Company will be final and binding on the bidders.
- 9.2 To ascertain the substantial responsiveness of the Bid, the Company reserves the right to ask the bidder for clarification in respect of clauses covered under BEC also and such clarifications fulfilling the BEC clauses in toto must be received on or before the deadline given by the Company, failing which the offer will be summarily rejected.
- 9.3 If any of the clauses in the BEC contradict with other clauses of the Bid Document elsewhere, then the clauses in the BEC/BRC shall prevail.
- 9.4 **SUBMISSION OF FORGED DOCUMENTS:** Bidders should note that Company (OIL) may verify authenticity of all the documents /certificates / information submitted by the bidder(s) against the tender. In case at any stage of tendering process or Contract execution etc., if it is established that bidder has submitted forged documents / certificates / information towards fulfilment of any of the tender / contract conditions, Company shall immediately reject the bid of such bidder(s) or cancel / terminate the contract besides taking action as per OIL's Banning Policy dated 6th January 2017, available in the OIL's website. Accordingly, service provider/vendor to submit the Undertaking of authenticity of information/documents submitted as per **Proforma-N**.
- 9.5 **Purchase Preference Clause for MSE bidders as well Purchase Preference Policy – Linked with Local Content (PP-LC) shall not be applicable against this tender.**
- 9.6 **VERIFICATION AND CERTIFICATION OF DOCUMENTS BY INDEPENDENT THIRD PARTY INSPECTION AGENCIES:**
- 9.6.1 Oil India Limited (OIL) has engaged the following 09 (Nine) Independent Inspection Agencies for a period of 04 (four) years with effect from 06.05.2020 to verify and certify various documents required against BEC/BRC of the tender:

Sl. No.	Name of Independent Inspection Agency	Contact E-mail ID
i.	M/s. RINA India Pvt. Ltd.	a. <a href="mailto:ssd@rina.org">ssd@rina.org</a> b. <a href="mailto:Andrea.Vattuone@rina.org">Andrea.Vattuone@rina.org</a>
ii.	M/s. Dr. Amin Controllers Pvt. Ltd.	a. <a href="mailto:rkjain@rcaindia.net">rkjain@rcaindia.net</a> b. <a href="mailto:info@rcaindia.net">info@rcaindia.net</a>

iii.	M/s. Germanischer Lloyd Industrial Services GmbH (DNV GL- Oil & Gas)	a. <a href="mailto:mangesh.gaonkar@dnvgl.com">mangesh.gaonkar@dnvgl.com</a>
iv.	M/s. TÜV SÜD South Asia Pvt. Ltd.	a. <a href="mailto:Jaimin.Bhatt@tuv-sud.in">Jaimin.Bhatt@tuv-sud.in</a> b. <a href="mailto:sanjaykumar.singh@tuv-sud.in">sanjaykumar.singh@tuv-sud.in</a> c. <a href="mailto:Pankaj.Narkhede@tuv-sud.in">Pankaj.Narkhede@tuv-sud.in</a> d. <a href="mailto:Ajit.Yadav@tuv-sud.in">Ajit.Yadav@tuv-sud.in</a>
v.	M/s. IRCLASS Systems and Solutions Private Limited	a. <a href="mailto:abhishek.singh@irclass.org">abhishek.singh@irclass.org</a> b. <a href="mailto:pradeep.bansal@irclass.org">pradeep.bansal@irclass.org</a> c. <a href="mailto:Asim.Hajwani@irclass.org">Asim.Hajwani@irclass.org</a> d. <a href="mailto:Amit.Ketkar@irclass.org">Amit.Ketkar@irclass.org</a> e. <a href="mailto:industrial_services@irclass.org">industrial_services@irclass.org</a>
vi.	M/s. Gulf Lloyds Industrial Services (India) Pvt. Ltd.	a. <a href="mailto:contact@gulflloyds.com">contact@gulflloyds.com</a> b. <a href="mailto:bbhavsar@gulflloyds.com">bbhavsar@gulflloyds.com</a> c. <a href="mailto:inspection@gulflloyds.com">inspection@gulflloyds.com</a> d. <a href="mailto:gulflloyds.india@gmail.com">gulflloyds.india@gmail.com</a>
vii.	M/s. TUV India Private Limited	a. <a href="mailto:salim@tuv-nord.com">salim@tuv-nord.com</a> b. <a href="mailto:delhi@tuv_nord.com">delhi@tuv_nord.com</a>
viii.	M/s. TÜV Rheinland (India) Pvt. Ltd.	a. <a href="mailto:Shailesh.Deotale@ind.tuv.com">Shailesh.Deotale@ind.tuv.com</a> b. <a href="mailto:ravi.kumar@ind.tuv.com">ravi.kumar@ind.tuv.com</a> c. <a href="mailto:rupeshkumar.singh@ind.tuv.com">rupeshkumar.singh@ind.tuv.com</a> d. <a href="mailto:Neeraj.Chaturvedi@ind.tuv.com">Neeraj.Chaturvedi@ind.tuv.com</a>
ix.	M/s. Bureau Veritas (India) Private Limited	a. <a href="mailto:udit.chopra@bureauveritas.com">udit.chopra@bureauveritas.com</a> b. <a href="mailto:vishal.sapale@bureauveritas.com">vishal.sapale@bureauveritas.com</a> c. <a href="mailto:dinesh.sukhramani@bureauveritas.com">dinesh.sukhramani@bureauveritas.com</a> d. <a href="mailto:p.sridhar@bureauveritas.com">p.sridhar@bureauveritas.com</a> e. <a href="mailto:hariprasad.jhawar@bureauveritas.com">hariprasad.jhawar@bureauveritas.com</a> f. <a href="mailto:amit.shaw@bureauveritas.com">amit.shaw@bureauveritas.com</a> g. <a href="mailto:business.support@bureauveritas.com">business.support@bureauveritas.com</a> h. <a href="mailto:labhanshu.sharma@bureauveritas.com">labhanshu.sharma@bureauveritas.com</a> i. <a href="mailto:pramodkumar.yadav@bureauveritas.com">pramodkumar.yadav@bureauveritas.com</a> j. <a href="mailto:sonal.lad@bureauveritas.com">sonal.lad@bureauveritas.com</a> k. <a href="mailto:bvindia.corporate@in.bureauveritas.com">bvindia.corporate@in.bureauveritas.com</a>

9.6.2 The Bidders have to get verified and certified the various documents required against BEC/BRC of the tender by any one of the above Independent Inspection Agencies and submit the duly certified Inspection Certificate by the Inspection Agencies along with the Technical Bid of the Tender. All Charges of the Third-Party Independent Inspection Agencies towards verification of bidder's documents and certification thereof shall be borne by the respective bidders and payments on account of above inspection, verification and certification shall be made directly by the Bidder to the Inspection Agency(s). OIL will not be responsible for any payment dispute between Bidders and Third Party Inspection Agencies.

9.6.3 As mentioned above, Bidder(s) have to submit the verified documents along with the Technical Bids. Bid submitted with un-verified supporting documents shall not be considered. However, in case a bidder submits its bid alongwith all relevant supporting documents as per BEC/BRC without getting all/some of them verified by the designated Independent Inspection agency, such bid can be provisionally considered provided it is accompanied by an Undertaking by the Bidder on their official letterhead to submit the duly verified copies/verification certificate within 07 (Seven) days of bid opening. Company will neither send any reminder nor seek any clarification in this regard from such bidders, and the bid will be rejected outright if the bidder fails to submit the verified copies/verification certificate within 07 (Seven) days of bid opening at its own risk and responsibility.

9.6.4 The methodology of inspection/verification of documents is broadly as under but not limited to:

- (a) It is obligatory on the part of the interested Bidders, who choose to participate against the tender, to understand the tender requirements in entirety and the requisite documents sought for in support of the Bid Evaluation Criteria/Bid Rejection Criteria (BEC/BRC) mentioned in the tender in particular. The Bidder must produce all the appropriate documents before any of the OIL's empanelled third party certifying agencies for verification/certification. Neither OIL nor the third party certifying agency shall be held accountable in any manner regarding the choice of documents by the bidder for verification. Therefore, getting the appropriate documents inspected/verified by the agency in support of BEC/BRC clauses is the sole responsibility of the Bidder.
- (b) The prospective bidder shall contact any of the empanelled inspection agencies. The agency shall go through the Tender Document, especially the requirements of BEC/BRC and list the documents to be verified. They shall depute their qualified/competent inspector to the Bidder's premises to check the original documents and certify the copies which the bidder shall submit along with their bids. OIL will reserve the right to ask the inspection agencies to verify the documents with source, if required **at no extra cost to OIL. Verification of documents by OIL's empanelled third party agency shall not automatically make the bidder eligible for award of contract.**
- (c) Verification of documents (but not limited to) are normally categorised as under:
  - i. **General Requirement:**
    - Check Bidder's PAN Card
    - Check Bidder's GST Certificate
    - Check ITR of company
    - Check Bidder's Certificate of Incorporation – Domestic Bidder.

- ii. **Additional Documents: (If applicable against the tender)**
- Joint Ventures Agreements – To cross-check with JV Partners
  - Consortium Agreements – To cross-check with Consortium Partners
  - Holding/Parent/Subsidiary/Sister                      Subsidiary/Co-Subsidiary Company – To check the Share Holding pattern

iii. **Technical Criteria**

- To check Experience Proof- Completion Certificates, Reference contact verification, Original Work Order/Contract Copy and any other document(s), if called for vide BEC/BRC of the Tender.

iv. **Financial Criteria**

- Check and verify Audited Balance Sheet/CA certificate
- To check the Line of Credit, if incorporated in the tender.

**Notes:**

- (i) **If any documents LOI/LOA/Contracts etc. are submitted towards BEC/BRC experience criteria issued by Oil India Limited, such documents need not be verified by TPI agency.**
- (ii) **Undertaking from TPI Agency as per format (Proforma-Q) enclosed should be submitted along with the Bid.**

**9.7 COMPLIANCE OF THE COMPETITION ACT, 2002:** The bidder shall strictly comply with the provisions of the Competition Act, 2002, more particularly, Section-3 of the Act. Any violation the provisions of the Act shall attract penal action under the Act.

**END OF PART-2**

**&&&&&**

**Part-3**  
**SECTION-I**  
**GENERAL CONDITIONS OF CONTRACT (GCC)**

**1.0 APPLICABILITY, DEFINITION & INTERPRETATION**

**1.1 Applicability**

All clauses in the General Conditions of Contract [GCC] shall apply to all transactions except as otherwise stated in the Special Conditions of Contract [SCC] and/or BEC/BRC. Furthermore, in the event if there is any conflict between the Principal text of the Agreement and the Appendixes, the Principal text will prevail.

**1.2 Definition & Interpretation**

In the contract (as hereinafter defined) the following words and expressions shall have the meaning hereby assigned to them except where the context otherwise requires:

**1.2.1 COMPANY/OIL/Operator:**

Shall mean Oil India Limited [OIL] a public sector undertaking, incorporated under COMPANY's Act 1956 having its registered office at Duliajan-786602, Assam, India and includes its successor and permitted assigns.

**1.2.2 CONTRACTOR:**

Shall mean the person or persons, firm or COMPANY or corporation incorporated in India or abroad, who has been awarded with the contract and includes contractor's legal representatives, his successors and permitted assigns.

**1.2.3 Contract:**

Shall mean a written agreement between the COMPANY and the CONTRACTOR for execution of the services/works including all contract documents and subsequent amendments, if any.

**1.2.4 Site:**

Shall mean the place in which the operations/services are to be carried out or places approved by OIL for the purposes of the CONTRACT together with any other places designated in the CONTRACT as forming part of the site.

**1.2.5 COMPANY's Site Representative/Engineer:**

Shall mean the person or the persons appointed by the COMPANY from time to time to act on its behalf at the site for overall co-ordination, supervision and project management at site.

**1.2.6 Sub-Contract:**

Shall mean order/contract placed by the CONTRACTOR for any portion of the CONTRACT or work sublet with necessary written consent of COMPANY on

third party. Such sub-letting shall not relieve the CONTRACTOR from any obligation, duty or responsibility under the CONTRACT.

**1.2.7 Sub-Contractor:**

Shall mean any person or firm or COMPANY (other than CONTRACTOR) to whom any part of the work has been entrusted by CONTRACTOR, with written consent of OIL or the persons appointed by OIL, successors and permitted assigns of such persons, firm or COMPANY).

**1.2.8 Contractor's Representative:**

Shall mean such person/or persons duly appointed representative at the site and base as the CONTRACTOR may designate in writing to the COMPANY as having authority to act for the CONTRACTOR in matters affecting the work and to provide the requisite services.

**1.2.9 Contract Price/Value:**

Shall mean the sum accepted or the sum calculated in accordance with the rates accepted in tender and/or the contract rates as payable to the CONTRACTOR for the entire execution and completion of the services/works, including amendments/modification/change order issued by the COMPANY.

**1.2.10 Firm price:**

The prices will remain unchanged, except for statutory changes, during currency of the CONTRACT unless specifically agreed to in writing by COMPANY.

**1.2.11 Service/Works/Operations:**

Shall mean and include all items and things to be supplied/done and all work/Service to be performed by the CONTRACTOR as specified in the Scope of Work under this CONTRACT and shall also include all extra, additional, altered or substituted works/services as required for the purpose of successful execution of the Contract.

**1.2.12 Equipment/Materials/Goods:**

Shall mean and include any equipment, machinery, instruments, stores, goods which CONTRACTOR is required to provide to the COMPANY for/under the CONTRACT and amendments thereto.

**1.2.13 Drawings:**

Shall mean and include all Engineering sketches, general arrangements/layout drawings, sectional plans, all elevations, photographs, etc. related to the CONTRACT together with modification and revision thereto.

**1.2.14 Specifications:**

Means and includes all technical specifications, provision attached and referred to in the tender/contract document regarding method and manner of performing the services and qualities of the service/materials to be provided

under the contract and also as modified by the COMPANY/its site representative during the execution of contract in the best interest of service.

**1.2.15 Engineer In-charge (EIC):**

Shall mean the person designated from time to time by the COMPANY and shall include those who are expressly authorized by the COMPANY to act for and on its behalf for operation of the contract.

**1.2.16 Inspectors:**

Shall mean any person or outside Agency nominated by COMPANY to inspect equipment, materials and services, if any, in the CONTRACT (stage wise as well as final) as per the terms of the CONTRACT.

**1.2.17 Tests:**

Shall mean such process or processes to be carried out by the CONTRACTOR as are prescribed in the CONTRACT, considered necessary by the COMPANY or their representative to ascertain quality, workmanship, performance and efficiency of equipment or services thereof.

**1.2.18 Approval:**

Shall mean and include the written consent duly signed by COMPANY or their authorized official in respect of all documents, drawings or other particulars in relation to the CONTRACT.

**1.2.19 Day:**

Shall mean a calendar day of twenty –four (24) consecutive hours beginning at 00:00 hours with reference to local time at the site.

**1.2.20 Month:**

Shall mean a calendar month as per Gregorian calendar.

**1.2.21 Year:**

Shall mean calendar year as per Gregorian calendar.

**1.2.22 Working day:**

Means any day which is not declared to be holiday by the COMPANY.

**1.2.23 Bid/offer:**

Shall mean the proposal/Offer along with supporting documents submitted by the bidder in response to the tender or enquiry in accordance with the terms of Tender or Enquiry, for consideration by COMPANY, prior to award of contract.

**1.2.24 Guarantee:**

Shall mean the period and other conditions governing the warranty/guarantee of the services as provided in the CONTRACT.

**1.2.25 Mobilization:**

Shall mean rendering the equipment fully manned and equipped as per CONTRACT and ready to begin work at site designated by the COMPANY and accepted by the COMPANY after inspection.

**1.2.26 De-mobilization:**

Shall mean the removal of all items forming part of the mobilization from the site of the COMPANY and inspection and acceptance thereafter by the COMPANY including compliance of requirement in relation to re-export of imported equipment/materials under concessional duty scheme in accordance with relevant notification from Customs Authorities.

**1.2.27 Wilful Misconduct:**

Shall mean intentional disregard of good and prudent standards of performance or proper conduct under the Contract with knowledge that it is likely to result in any injury to any person or persons or loss or damage of property of the Company or Third Party.

**1.2.28 Gross Negligence:**

Shall mean 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 unjustifiable 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.

**1.2.29 Criminal Negligence:**

Shall mean that the crime happened negligently, there was duty of care upon the Person but inadvertently due to his negligence, the duty was breached, which causes harm to the people in the form of death or serious injury.

**1.2.30 GST Legislations:**

‘GST legislations’ means ‘any or all of the following legislations as may be applicable to the CONTRACTOR and OIL:

- (A) The Central Goods & Services Tax Act, 2017;
- (B) The Integrated Goods & Services Act, 2017;
- (C) The Union Territory Goods & Services Tax Act, 2017;
- (D) The respective State Goods & Service Tax Acts’
- (E) The Goods and Services (Compensation to States) Act, 2017
- (F) The Customs Act and the Customs Tariff Act.
- (G) Any other applicable Act related to GST

## **2.0 CONTRACT DOCUMENT:**

- 2.1 Governing language:** The governing language for the CONTRACT shall be English. All CONTRACT documents and all correspondence and communication to be given and all other documentation to be prepared and supplied under the CONTRACT shall be written in English and the CONTRACT shall be construed and interpreted in accordance with English language.
- 2.2 Entire Agreement:** The CONTRACT constitutes the entire agreement between OIL and the CONTRACTOR with respect to the subject matter of the CONTRACT and supersedes all communication, negotiations and agreement (whether written or oral) of the parties with respect thereto made prior to the date of this agreement, unless such communication(s) expressly forms part of the contract or included by reference.
- 2.3 Amendment in CONTRACT:** No Amendment of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto. OIL shall not be bound by any printed conditions, provisions in the CONTRACTOR's BID, forms of acknowledgement of CONTRACT, invoice and other documents which purport to impose any condition at variance with or supplement to CONTRACT.

## **3.0 WAIVERS AND AMENDMENTS:**

- 3.1 Waivers:** It is fully understood and agreed that none of the terms and conditions of this contract shall be deemed waived by either party unless such waiver is executed in writing only by the duly authorized representatives of both the parties. The failure of either party to execute any right shall not act as a waiver of such right by such party.
- 3.2 Change Program:** It is agreed that CONTRACTOR shall carry out work in accordance with the completion program (e.g. Drilling Programme) to be furnished by the COMPANY, which may be changed from time to time by reasonable modifications in the program as COMPANY sees fit. COMPANY's instruction in this regard shall be final and binding.

## **4.0 CONTRACT TIMELINE:**

- 4.1 Effective Date of Contract:**  
The contract shall become effective as of the date COMPANY notifies the CONTRACTOR in writing that it has been awarded the contract. This date of issuance of Letter of Award (LOA) by the COMPANY will be the effective date of contract. All terms and conditions of the contract shall come into force with the date of issuance of LOA.

**4.2 Date of Commencement of Operation:**

The date on which the mobilization is completed in all respects and CONTRACTOR is ready to commence operation as per the contract provision [Certified by the COMPANY's representative] will be treated as the date of Commencement of Operation.

**4.3 Duration of the contract:**

The contract shall be valid for a period as defined in the LOA and Special Conditions of Contract [SCC].

**5.0 SCOPE OF WORK/CONTRACT:**

Scope of the CONTRACT shall be as defined in the CONTRACT, specifications, drawings and Appendices.

**6.0 GENERAL OBLIGATION OF CONTRACTOR:**

CONTRACTOR shall, in accordance with and subject to the terms and conditions of this Contract:

- 6.1** Perform the work described in the Terms of Reference/Scope of Work. The CONTRACTOR shall execute the work with professional competence and in an efficient and workman like manner.
- 6.2** Except as otherwise provided in the Terms of Reference and the special Conditions of the contract, employ all labours/personnel as required to perform the work.
- 6.3** Perform all other obligations, work and services which are required by the terms of this contract or which reasonably can be implied from such terms as being necessary for the successful and timely completion of the work.
- 6.4** Comply with all applicable statutory obligations specified in the contract.
- 6.5** CONTRACTOR shall be deemed to have satisfied himself before submitting their bid as to the correctness and sufficiency of its bid for the services required and of the rates and prices quoted, which rates and prices shall, except insofar as otherwise provided, cover all its obligations under the contract.
- 6.6** CONTRACTOR shall be deemed, prior to submitting their bids, to have satisfied themselves about the weather conditions, working culture in the area, socio-political environment, safety & security aspects, law & order situation and law of the land, and obtain for themselves all necessary information as to the risks, contingencies and all other circumstances, which may influence or affect the various obligations under the Contract.
- 6.7** CONTRACTOR shall give or provide all necessary supervision during the performance of the services and as long thereafter within the warranty period as COMPANY may consider necessary for the proper fulfilling of CONTRACTOR's obligations under the contract.

**7.0 GENERAL OBLIGATION OF COMPANY:**

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

- 7.1** Pay CONTRACTOR in accordance with terms and conditions of the contract.
- 7.2** Allow CONTRACTOR access, subject to normal security and safety procedures, to all areas as required for orderly performance of the work as specified in the Scope of Works of the contract or work connected therewith.
- 7.3** Perform all other obligations required of COMPANY by the terms of this contract.

**8.0 DUTIES AND POWER/AUTHORITY:**

**8.1 OIL's site representative/engineer:**

The duties and authorities of OIL's site representative/engineer are to act on behalf of OIL for:

- (a) Overall supervision, co-ordination and Project Management at site.
- (b) Proper and optimum utilization of equipment and services.
- (c) Monitoring of performance and progress
- (d) Commenting/countersigning on reports made by the CONTRACTOR's representative at site in respect of works, receipts, consumption etc. after satisfying himself with the facts of the respective cases.
- (e) He shall have the authority, but not obligation at all times and any time to inspect/test/examine/verify any equipment machinery, instruments, tools, materials, personnel, procedures and reports etc. directly or indirectly pertaining to the execution of the work. However, this shall not construe to imply an acceptance by the inspector. Hence, the overall responsibility of quality of work shall rest solely with the CONTRACTOR.
- (f) Each and every document emerging from site in support of any claim by the CONTRACTOR has to have the countersignature/comments of the OIL's representative/engineer without which no claim shall be entertained by the OIL.

**8.2 CONTRACTOR's representative:**

- (a) The CONTRACTOR's representative shall have all the powers requisite for the performance of the Service/Works, subject to holding due authorization from the CONTRACTOR.

- (b) Representative(s) shall liaise with OIL's representative/engineer for the proper co-ordination and timely completion of the works and on any matter pertaining to the works.
- (c) Representative(s) shall extend full co-operation to OIL's representative/inspector/engineer in the manner required by them for supervision/inspection/observation of equipment, material, procedures, performance, reports and records pertaining to works.
- (d) To have complete charge of CONTRACTOR's personnel engaged in the performance of the work and to ensure compliance of rules and regulations and safety practice.

**9.0 Personnel to be deployed by contractor:**

CONTRACTOR warrants that it shall provide competent, qualified and sufficiently experienced personnel to perform the work correctly and efficiently.

- 9.1** The CONTRACTOR should ensure that their personnel observe all statutory safety requirement including those prescribed by the COMPANY. Upon COMPANY's written request, CONTRACTOR, entirely at its own expense, shall remove immediately any personnel of the CONTRACTOR determined by the COMPANY to be unsuitable and shall promptly replace such personnel with personnel acceptable to the COMPANY. Replacement personnel should be mobilized within 15 days from the date of issuance of notice without affecting the operation of the COMPANY.
- 9.2** The CONTRACTOR shall be solely responsible throughout the period of the contract for providing all requirements of their personnel including but not limited to, their transportation to & fro from Duliajan/field site, enroute/ local boarding, lodging, personal protective gear & medical attention etc. COMPANY shall have no responsibility or liability in this regard.
- 9.3** However, COMPANY shall provide available medical assistance/facilities to CONTRACTOR's Personnel in case of emergency at its own establishment on chargeable basis.
- 9.4** CONTRACTOR's key personnel shall be fluent in English language (both writing and speaking).

**10.0 PERFORMANCE SECURITY:**

- 10.1** On receipt of notification of award from the COMPANY, the CONTRACTOR shall furnish the Performance Security to COMPANY within 15 (fifteen) days from the date of issue of LOA for an amount specified in the Forwarding Letter and Letter of Award (LOA) as per Proforma-F and must be in the form of a Bank Draft/Cashier's cheque/Banker's cheque\*/ NEFT/RTGS/Electronic fund transfer to designated account of OIL# or Fixed Deposit Receipt (account OIL

INDIA LIMITED) or irrevocable Bank Guarantee or irrevocable Letter of Credit (LC) from:

**10.2** Any schedule Indian Bank or Any Branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in case of domestic CONTRACTOR/service provider, or

**10.3** In case of foreign CONTRACTOR/service provider, the bank guarantee can be accepted from any scheduled bank in India or from International bank who has its branch in India registered with Reserve Bank of India.

Any foreign Bank which is not a Scheduled Bank in India, provided the Bank Guarantee issued by such Bank is counter-guaranteed by any Branch situated in India of any Scheduled Bank incorporated in India.

Bank Guarantee issued by a Scheduled Bank of India at the request of some other Non-Schedule Bank of India shall not be acceptable.

**10.4** Bank Guarantee issued by a Bank, amongst others, must contain the following particulars of such bank:

Full address.

Branch Code.

Code Nos. of the authorized signatory with full name and designation.

Phone Nos., Fax Nos., E-mail address.

**10.5** The domestic CONTRACTOR/service provider(s) will have to submit the Bank Guarantee from any of the scheduled banks and on non-judicial stamp paper of requisite value as per the Indian Stamp Act, purchased in the name of the issuing banker.

**10.6** The foreign CONTRACTOR/service provider(s) will submit the Bank Guarantee from Banks of Indian origin situated in their country. In case no such bank of Indian origin is situated in their country, the Bank Guarantee may be submitted from the bankers as specified above.

**10.7** The Performance Security shall be denominated in the currency of the contract.

**10.8** The Performance Security specified above must be valid for the entire duration of the Contract and claim period should be valid for a minimum of 03 (three) months beyond the contract period. The Performance Security will be discharged by COMPANY not later than 30 days following its expiry of claim period. In the event of any extension of the Contract period, Bank Guarantee should be extended by CONTRACTOR by the period equivalent to the extended period.

- 10.9** The Performance Security shall be encashed by COMPANY on account of CONTRACTOR's failure to fulfil its obligations under the Contract and/or non-performance/un-satisfactory of the Contractor. Company shall not be required to proof any loss or damage on account of Contractor's non-performance/un-satisfactory performance.
- 10.10** The Performance Security will not accrue any interest during its period of validity or extended validity.
- 10.11** Failure of the successful Bidder to comply with the requirements of clause 10.0 shall constitute sufficient grounds for annulment of the award. In such an eventuality, action will be initiated as per the Banning Policy of OIL in vogue.

#Subject to credit in OIL's account within prescribed time

\*The validity of Bank Draft/Cashier's/Banker's cheque (as applicable) should not be less than 3 months.

In the event CONTRACTOR fails to honour any of the commitments entered into under this agreement, and/or in the event of termination of the contract under provisions of Integrity Pact and/or in respect of any amount due from the CONTRACTOR to OIL, OIL shall have unconditional option under the guarantee to invoke the above bank guarantee and claim the amount from the bank. The bank shall be obliged to pay the amount to OIL on demand.

**11.0 SIGNING OF CONTRACT:**

- 11.1** The successful bidder is required to sign a formal detailed contract with OIL within a maximum period of 60 days of date of LOA. Until the contract is signed, the LOA as well as GCC & SCC as prescribed in the Tender, shall remain binding amongst the two parties. In the event of failure on the part of the successful Bidder to sign the contract, OIL reserves the right to terminate the LOA issued to the successful Bidder and invoke the Performance Security if submitted by the successful Bidder. Such CONTRACTOR shall be put on holiday as per the Banning Policy of OIL [available at [www.oil-india.in](http://www.oil-india.in)].

**12.0 CLAIMS, TAXES & DUTIES:**

**12.1 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 property of COMPANY. COMPANY may, at its option, pay and discharge any liens or overdue charges for CONTRACTOR's equipment, labour, materials, services and supplies under this CONTRACT and may thereupon deduct the amount or amounts so paid from any sum due, or thereafter become due, to CONTRACTOR hereunder.

**12.2 Notice of claims:**

CONTRACTOR or COMPANY, as the case may be, shall promptly give the other, notice in writing of any claim made or proceeding commenced for which that party is entitled to indemnification under the CONTRACT. Each party shall confer with the other concerning the defense of any such claims or proceeding, shall permit the other to be represented by counsel in defense thereof, and shall not affect settlement of or compromise any such claim or proceeding without the other's written consent.

**12.3 Taxes:**

- 12.3.1** CONTRACTOR, unless specified otherwise in the CONTRACT, shall bear all tax liabilities, duties, Govt. levies etc. including GST and customs duty, Corporate and personnel taxes levied or imposed on the CONTRACTOR on account of payments received by it from the COMPANY for the work done under this CONTRACT. It shall be the responsibility of 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.
- 12.3.2** Tax levied on CONTRACTOR as per the provisions of Indian Income Tax Act and any other enactment/rules on income derived/payments received under the contract will be on CONTRACTOR's account.
- 12.3.3** CONTRACTOR shall be responsible for payment of personal taxes, if any, for all the personnel deployed in India by CONTRACTOR.
- 12.3.4** The CONTRACTOR shall furnish to the COMPANY, if and when called upon to do so, relevant statement of accounts or any other information pertaining to work done under the contract for submitting the same to the Tax authorities, on specific request from them in accordance with provisions under the law. CONTRACTOR shall be responsible for preparing and filing the return of income etc. within the prescribed time limit to the appropriate authority.
- 12.3.5** Prior to start of operations under the contract, the CONTRACTOR shall furnish the COMPANY with the necessary documents, as asked for by the COMPANY and/or any other information pertaining to the contract, which may be required to be submitted to the Income Tax authorities at the time of obtaining "No Objection Certificate" for releasing payments to the CONTRACTOR.
- 12.3.6** Corporate income tax will be deducted at source from the invoice at the specified rate of income tax as per the provisions of Indian Income Tax Act as may be in force from time to time and COMPANY will issue TDS Certificate to the CONTRACTOR as per the provisions of Income Tax Act.
- 12.3.7** Corporate and personnel taxes on CONTRACTOR shall be the liability of the CONTRACTOR and the COMPANY shall not assume any responsibility on this account.

- 12.3.8** All local taxes, levies and duties, sales tax, octroi, etc. on purchases and sales made by CONTRACTOR shall be borne by the CONTRACTOR.
- 12.3.9** CONTRACTOR shall provide all the necessary compliances/invoice/documents for enabling OIL to avail Input tax credit benefits in respect of the payments of GST which are payable against the CONTRACT. The CONTRACTOR should provide tax invoice issued under GST legislations for the goods and Services (indicating GST). Payment towards the components of GST shall be released by OIL only against appropriate documents i.e.: Tax Invoice/Bill of entry for availing input tax credit (as applicable).
- 12.3.10** The tax invoices as per above provisions should contain all the particulars as required under the invoicing rules under the GST legislations, including, but not limited to the following:
- (i) Name, Address and the GST Registration Number (under the relevant Tax Rules) of the Service Provider (CONTRACTOR).
  - (ii) Name and Address and GST Registration Number of the Service Receiver (Address of OIL).
  - (iii) Description, Classification and Value of taxable service/goods and the amount of applicable tax (CGST, SGST, IGST, UTGST and cess).
- 12.3.11** 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.
- 12.3.12** The CONTRACTOR should mention the Place of supply in the invoice raised under GST Law.
- 12.3.13** OIL would not accept any invoice without its GSTIN mentioned on the invoice

**Note:** CONTRACTOR who is under composition levy of the GST legislation would raise Bill of supply instead of Tax invoice, which will have GSTIN of supplier as well as OIL.

## **12.4 Goods and Services Tax:**

- 12.4.1** "GST" shall mean Goods and Services Tax charged on the supply of material(s) and services. The term "GST" shall be construed to include the Integrated Goods and Services Tax (hereinafter referred to as "IGST") or Central Goods and Services Tax (hereinafter referred to as "CGST") or State Goods and Services Tax (hereinafter referred to as "SGST") or Union Territory Goods and Services Tax (hereinafter referred to as "UTGST") depending upon the import/interstate or intrastate supplies, as the case may be. It shall also mean GST compensation Cess, if applicable.
- 12.4.2** Where the OIL is entitled to avail the input tax credit of GST:

OIL will reimburse the GST to the Supplier of Goods/Services (Service Provider) at actual against submission of Invoices as per format specified in rules/regulation of GST to enable OIL to claim input tax credit of GST paid. In case of any variation in the executed quantities, the amount on which the GST is applicable shall be modified in same proportion. Returns and details required to be filled under GST laws & rules should be timely filed by supplier with requisite details.

12.4.3 Where the OIL is not entitled to avail/take the full input tax credit of GST:

OIL will reimburse GST to the Supplier of Goods/Services (Service Provider) at actual against submission of Invoices as per format specified in rules/regulation of GST subject to the ceiling amount of GST as quoted by the bidder. In case of any variation in the executed quantities (If directed and/or certified by the In-Charge) the ceiling amount on which GST is applicable will be modified on pro-rata basis.

12.4.4 The CONTRACTOR will be under obligation for charging correct rate of tax as prescribed under the respective tax laws. Further the CONTRACTOR shall avail and pass on benefits of all exemptions/concessions available under tax laws. Any error of interpretation of applicability of taxes/duties by the CONTRACTOR shall be to CONTRACTOR's account.

12.4.5 In case of statutory variation in GST, other than due to change in turnover, payable on the contract value during contract period, the Supplier of Goods/Services (Service Provider) shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the Bid due date and on the date of revision.

12.4.6 Beyond the contract period, in case OIL is not entitled for input tax credit of GST, then any increase in the rate of GST beyond the contractual delivery period shall be to Service provider's account whereas any decrease in the rate GST shall be passed on to the OIL.

12.4.7 Beyond the contract period, in case OIL is entitled for input tax credit of GST, then statutory variation in applicable GST on supply and on incidental services, shall be to OIL's account.

12.4.8 Claim for payment of GST/Statutory variation, should be raised within two [02] months from the date of issue of 'Government Notification' for payment of differential (in %) GST, otherwise claim in respect of above shall not be entertained for payment of arrears.

12.4.9 The base date for the purpose of applying statutory variation shall be the Bid Opening Date.

12.4.10 The CONTRACTOR will be liable to ensure to have registered with the respective tax authorities, wherever applicable and to submit self-attested copy of such registration certificate(s) and the CONTRACTOR will be responsible for

procurement of material in its own registration (GSTIN) and also to issue its own Road Permit/E-way Bill, if applicable etc.

## **12.5 Anti-profiteering clause**

- 12.5.1 As per Clause 171 of GST Act it is mandatory to pass on the benefit due to reduction in rate of tax or from input tax credit to the consumer by way of commensurate reduction in prices.
- 12.5.2 In case rating of Contractor is negative/black listed after award of work for supply of goods/services, then OIL shall not be obligated or liable to pay or reimburse GST to such vendor/Contractor and shall also be entitled to deduct/recover such GST along with all penalties/interest, if any, incurred by OIL.

## **13.0 CUSTOMS DUTY, IF APPLICABLE:**

- 13.1.1 CONTRACTOR shall be responsible to import the equipment/tools/spares/consumables etc. required 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.
- 13.1.2 CONTRACTOR will be solely responsible for payment of all applicable Customs Duty and to comply all Rules and Regulations. Total Contract Price/Value is inclusive of all Customs Duty, if not mentioned otherwise elsewhere in the Contract.
- 13.1.3 Above clause is to be read with Customs Duty Clause in SCC, if any.

## **14.0 INSURANCE:**

- 14.1 CONTRACTOR shall at his own expense arrange secure and maintain insurance with reputed insurance companies to the satisfaction of the Company as follows:

Contractor at his cost shall arrange, secure and maintain insurance as may be necessary and to its full value for all such amounts to protect the works in progress from time to time and the interest of Company against all risks as detailed herein. The form and the limit of such insurance, as defined here in together with the under works thereof in each case should be as acceptable to the Company. However, irrespective of work acceptance the responsibility to maintain adequate insurance coverage at all times during the period of Contract shall be that of Contractor alone. Contractor's failure in this regard shall not relieve him of any of his responsibilities & obligations under Contract. All costs on account of insurance liabilities covered under Contract will be to Contractor's account and will be included in Value of Contract. However, the Company may from time to time, during the currency of the Contract, ask the Contractor in writing to limit the insurance coverage risk and in such a case,

the parties to the Contract will agree for a mutual settlement, for reduction in value of Contract to the extent of reduced premium amounts. Contractor shall cover insurance with Indian Insurance Companies.

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

**14.3** CONTRACTOR shall require all of his sub-Contractor to provide such of the foregoing insurance coverage as Contractor is obliged to provide under this Contract and inform the Company about the coverage prior to the commencement of agreements with its sub-Contractors.

**14.4** All insurance taken out by Contractor or their sub-contractor shall be endorsed to provide that the underwriters waive their rights of recourse on the Company and to the extent of the liabilities assumed by Contractor under this Contract.

**14.5 Certificate of Insurance:**

Before commencing performance of the CONTRACT, CONTRACTOR shall furnish OIL with certificates of insurance indicating:

- i) Kinds and amounts of insurance as required herein
- ii) Details of coverage
- iii) Insurance corporation or companies carrying the aforesaid coverage
- iv) Effective and expiry dates of policies
- v) That OIL shall be given thirty (30) days written advance notice of any material change in the policy
- vi) Waiver of subrogation endorsement has been attached to all policies and
- vii) The territorial limits of all policies.

**14.6** Contractor shall also inform the Company at least 60 days in advance regarding the expiry cancellation and/or changes in any of such documents & ensure revalidation/renewal, etc., as may be necessary well in time.

**14.7** If any of the above policy expire or/are cancelled during the term of this CONTRACT and CONTRACTOR fails for any reason to renew such policies, OIL in no case shall be liable for any loss/damage occurred during the term when the policy is not effective. Furthermore, a penal interest @1% of the Total contract value shall be charged towards not fulfilling of the contractual obligations. Notwithstanding above, should there be a lapse in any insurance required to be taken by the Contractor for any reason whatsoever, loss/damage claims resulting therefrom shall be to the sole account of Contractor.

**14.8** Contractor on demand from Company shall furnish the Insurance Policy

having detail terms and conditions, with respect to any Certificate of Insurance submitted to the Company.

CONTRACTOR shall, at his own expense, arrange appropriate comprehensive insurance to cover all risks assumed by the CONTRACTOR under this CONTRACT in respect of CONTRACTOR's equipment, tools and any other belongings of the CONTRACTOR and its personnel as well deputed under this CONTRACT during the entire period of their engagement in connection with this CONTRACT including extensions if any. The CONTRACTOR shall also carry adequate insurance cover against damage/loss to third party person/property. OIL will have no liability on this account.

**14.9 Principal Assured**

The following are to be included as Principal Assured(s) in the Insurance Policies (except in case of Workmen's Compensation/Employer's Liability insurance):

"Oil India Limited, and CONTRACTOR's name (as appearing in the Contract /LOA)".

**14.10 Waiver of subrogation:**

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

"The insurers hereby waive their rights of subrogation against Oil India Limited or any of their employees or their affiliates and assignees".

**14.11 Deductible:**

The CONTRACTOR shall take policy with minimum deductible as per IRDA prescribed for the policy(ies). That portion of any loss not covered by insurance provided for in this article solely by reason of deductible provision in such insurance policies shall be to the account of the CONTRACTOR.

**14.12 Compliance with Sec 25(1), of "The General Insurance Business (Nationalization) Act 1972"**

Section 25(1) of "The General Insurance Business (Nationalization) Act 1972" is reproduced below:

"No person shall take out or renew any policy of insurance in respect of any property in India or any ship or other vessel or aircraft registered in India with an insurer whose principal place of business is outside India save with the prior permission of the Central Government".

The above requirement of aforesaid Act needs to be complied with by the CONTRACTOR wherever the aforesaid provisions of Act apply, and compliance confirmations submitted.

**14.13 Loss Payee Clause:**

The Insurance Policies should mention the following in Loss Payee Clause:  
“In respect of Insurance claims in which OIL’s interest is involved, written consent of OIL will be required”.

**14.14 On account payment to OIL in case of claim**

In case any loss or damage happen and where OIL’s interest is involved, OIL reserves the right to recover the loss amount from the CONTRACTOR prior to final settlement of the claim.

**14.15** CONTRACTOR shall require all of its SUB-CONTRACTORS to provide such of the foregoing insurance cover as the CONTRACTOR is obligated to provide under this CONTRACT.

**14.16** CONTRACTOR shall at all time during the currency of the contract provide, pay for and maintain the following insurance amongst others:

- i) **Workman Compensation and/Employers’ Liability Insurance:** Workmen's compensation and employer's liability insurance as required by the laws of the country of origin of the employee.
- ii) **Commercial General Liability Insurance:** Commercial General Public Liability Insurance covering liabilities including contractual liability for bodily injury, including death of persons, and liabilities for damage of property. This insurance must cover all operations of CONTRACTOR required to fulfil the provisions under this Contract.
- iii) **Comprehensive General Automotive Liability:** Automobile Public Liability Insurance covering owned, non-owned and hired automobiles used in the performance of the work hereunder, with bodily injury limits and property damage limits shall be governed by Indian Insurance Regulations.
- iv) **Carrier’s Legal Liability Insurance:** Carrier’s Legal Liability Insurance in respect of all CONTRACTOR’s items to be transported by the CONTRACTOR to the site of work, for physical loss or destruction of or damage to goods or merchandise, while in transit.
- v) **Public Liability Act Policy:** Public Liability Act Policy covering the statutory liability arising out of accidents occurring during the currency of the contract due to handling hazardous substances as provided in the Public Liability Insurance Act 1991 and the Rules framed there under.
- vi) **Pradhan Mantri Suraksha Bima Yojana (PMSBY) and Pradhan Mantri Jeevan Jyoti BimaYojana (PMJJBY):** CONTRACTOR shall, ensure that all his/its personnel deployed under this contract have obtained additional insurance coverage under the Pradhan Mantri Suraksha Bima Yojana (PMSBY) and Pradhan Mantri Jeevan Jyoti Bima Yojana (PMJJBY) through the

participating banks and submit the proof of such insurance coverage to the satisfaction of OIL.

vii) CONTRACTOR's equipment used for execution of the work hereunder shall have an insurance cover with a suitable limit (as per international standards).

viii) Any other insurance policy set forth in the SCC

**Note: An undertaking by the service provider has to be mandatorily provided during the Mobilization time that they have taken all the Insurance provisions as per the contract and as the Law and Insurance Regulation.**

## **15.0 LIABILITY:**

**15.1** Except as otherwise expressly provided herein, neither COMPANY nor its servants, agents, nominees, CONTRACTORs, or sub-CONTRACTORs shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss of or damage to the property of the CONTRACTOR and/or their CONTRACTORs or sub-CONTRACTORs, irrespective of how such loss or damage is caused and even if caused by the negligence of COMPANY and/or its servants, agent, nominees, assignees, CONTRACTORs and sub-CONTRACTORs.

**15.2** The CONTRACTOR shall protect, defend, indemnify and hold harmless COMPANY from and against such loss or damage and any suit, claim or expense resulting there from. Neither COMPANY nor its servants, agents, nominees, assignees, CONTRACTORs, sub-CONTRACTORs shall have any liability or responsibility whatsoever for injury to, illness, or death of any employee of the CONTRACTOR and/or of its CONTRACTORs or sub-CONTRACTOR irrespective of how such injury, illness or death is caused and even if caused by the negligence of COMPANY and/or its servants, agents nominees, assignees, CONTRACTORs and sub-CONTRACTORs. CONTRACTOR shall protect, defend, indemnify and hold harmless COMPANY from and against such liabilities and any suit, claim or expense resulting there from.

**15.3** The CONTRACTOR hereby agrees to waive its right of recourse and further agrees to cause its underwriters to waive their right of subrogation against COMPANY and/or its underwriters, servants, agents, nominees, assignees, CONTRACTORs and sub-CONTRACTORs for loss or damage to the equipment of the CONTRACTOR and/or its sub-CONTRACTORs and/or their employees when such loss or damage or liabilities arises out of or in connection with the performance of the contract limited to the CONTRACTOR's liabilities agreed to under this Contract.

- 15.4** The CONTRACTOR hereby further agrees to waive its right of recourse and agrees to cause its underwriters to waive their right of subrogation against COMPANY and/or its underwriters, servants, agents, nominees, assignees, CONTRACTORs and sub-CONTRACTORs for injury to, illness or death of any employee of the CONTRACTOR and of its CONTRACTORs, sub-CONTRACTORs and/or their employees when such injury, illness or death arises out of or in connection with the performance of the contract limited to the CONTRACTOR's liabilities agreed to under this Contract.
- 15.5** Except as otherwise expressly provided herein, neither CONTRACTOR nor its servants, agents, nominees, CONTRACTORs or sub-CONTRACTORs shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss or damage to the property of the COMPANY and/or their CONTRACTORs or sub-CONTRACTORs, irrespective of how such loss or damage is caused and even if caused by the negligence of CONTRACTOR and/or its servants, agents, nominees, assignees, CONTRACTORs and sub-CONTRACTORs. The COMPANY shall protect, defend, indemnify and hold harmless CONTRACTOR from and against such loss or damage and any suit, claim or expense resulting there from.
- 15.6** Except as otherwise expressly provided herein, neither CONTRACTOR nor its servants, agents, nominees, assignees, CONTRACTORs, sub-CONTRACTORs shall have any liability or responsibility whatsoever to whomsoever for injury or illness, or death of any employee of the COMPANY and/or of its CONTRACTORs or sub-CONTRACTORs irrespective of how such injury, illness or death is caused and even if caused by the negligence of CONTRACTOR and/or its servants, agents, nominees, assignees, CONTRACTORs and sub-CONTRACTORs. COMPANY shall protect, defend indemnify and hold harmless CONTRACTOR from and against such liabilities and any suit, claim or expense resulting there from.
- 15.7** The COMPANY agrees to waive its right of recourse and further agrees to cause its underwriters to waive their right of subrogation against CONTRACTOR and/or its underwriters, servants, agents, nominees, assignees, CONTRACTORs and sub-CONTRACTORs for loss or damage to the equipment of COMPANY and/or its CONTRACTORs or sub-CONTRACTORs when such loss or damage or liabilities arises out of or in connection with the performance of the contract.
- 15.8** The COMPANY hereby further agrees to waive its right of recourse and agrees to cause it underwriters to waive their right of subrogation against CONTRACTOR and/or its underwriters, servants, agents, nominees, assignees, CONTRACTORs and sub-CONTRACTORs for injury to, illness or death of any employee of the COMPANY and of its CONTRACTORs, sub-CONTRACTORs and/or their employees when such injury, illness or death arises out of or in connection with the performance of the Contract.

## **16.0 LIMITATION OF LIABILITY:**

- a) Notwithstanding any other provisions herein to the contrary, except only in cases of wilful misconduct and/or criminal acts and/or criminal negligence, neither the CONTRACTOR nor the COMPANY (OIL) 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 COMPANY and/or COMPANY's right to forfeit the Performance Bank Guarantee(s) in terms of the contract.
- b) Notwithstanding any other provisions incorporated elsewhere in the contract, the aggregate liability of the CONTRACTOR in respect of this contract, whether under Contract, in tort or otherwise, shall not exceed 100% of the Contract Price (if not specified otherwise in SCC), 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 COMPANY with respect to Intellectual Property Rights.
- c) COMPANY 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.

## **17.0 LIABILITY OF UNION GOVERNMENT OF INDIA:**

It is expressly understood and agreed upon by and between CONTRACTOR and OIL INDIA LIMITED, and that OIL INDIA LIMITED 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 Union of India is not a party to this agreement and has no liabilities, obligations or rights, whatsoever hereunder. It is expressly understood and agreed that OIL INDIA LIMITED is an independent legal entity with power and authority to enter into contracts solely on its own behalf under the applicable laws of India and general principles of the Contract law. The bidder/CONTRACTOR expressly agrees, acknowledges and understands that OIL INDIA LIMITED is not an agent, representative or delegate of the Union of India. It is further understood and agreed that Union of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the contract. Accordingly, bidder/ CONTRACTOR hereby expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Union of India arising out of this contract and covenants not to sue the Union of India as to any manner, claim, cause of action or thing whatsoever arising of or under this agreement.

## **18.0 CONSEQUENTIAL DAMAGE:**

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

## **19.0 RISK PURCHASE:**

In the event, CONTRACTOR's failure to provide the services as per the Contractual scope, terms and conditions, COMPANY (OIL) reserves the right to hire the services from any other source at the CONTRACTOR's risk & cost and the difference in cost shall be borne by the CONTRACTOR. Further, OIL shall retain the right of forfeiture of Performance Bank Guarantee and any other action as deemed fit. In certain operational situations OIL reserves the right to take over the site including the service equipment at the risk and cost of the CONTRACTOR.

## **20.0 INDEMNITY AGREEMENT:**

**20.1** Except as provided hereof CONTRACTOR agrees to protect, defend, indemnify and hold COMPANY harmless from and against all claims, suits, demands and causes of action, liabilities, expenses, cost, liens and judgments of every kind and character, without limit, which may arise in favour of CONTRACTOR's employees, agents, CONTRACTORS and sub-CONTRACTORS or their employees or in favour of any third party(is) on account of bodily injury or death, or damage to personnel/property as a result of the operations contemplated hereby, regardless of whether or not said claims, demands or causes of action arise out of the negligence or otherwise, in whole or in part or other faults.

**20.2** Except as provided hereof COMPANY agrees to protect, defend, indemnify and hold CONTRACTOR harmless from and against all claims, suits, demands and causes of action, liabilities, expenses, cost, liens and judgments of every kind and character, without limit, which may arise in favour of COMPANY's employees, agents, CONTRACTORS and sub-CONTRACTORS or their employees or in favour of any third party(is) on account of bodily injury or death, or damage to personnel/property as a result of the operations contemplated hereby, regardless of whether or not said claims, demands or causes of action arise out of the negligence or otherwise, in whole or in part or other faults.

## **21.0 INDEMNITY APPLICATION:**

The indemnities given herein above, whether given by COMPANY or CONTRACTOR shall be without regard to fault or to the negligence of either

party even though said loss, damage, liability, claim, demand, expense, cost or cause of action may be caused, occasioned by or contributed to by the negligence, either sole or concurrent of either party.

## **22.0 ROYALTY PATENTS:**

Each party shall hold harmless and indemnify the other from and against all claim and proceedings for or on account of any patent rights, design, trade mark or other protected rights arising from any use of materials, equipment, processes, inventions and methods, which have not been imposed on the attending party by the terms of the contract or the specifications forming part thereof.

## **23.0 WARRANTY AND REMEDY OF DEFECTS:**

**23.1** CONTRACTOR warrants that they shall perform the work in a first class, workmanlike, and professional manner and in accordance with their highest degree of quality, efficiency and current state of the art technology/industry practices and in conformity with all specifications, standards and drawings set forth or referred to in the Terms of Reference and with instructions and guidance, which COMPANY may, from time to time, furnish to the CONTRACTOR.

**23.2** Should COMPANY discover at any time during the tenure of the Contract or till the Unit/equipment/tools are demobilized from site or base camp (if applicable) that the work does not conform to the foregoing warranty, CONTRACTOR shall after receipt of notice from COMPANY, promptly perform any and all corrective work required to make the services conform to the Warranty. Such corrective Work shall be performed entirely at CONTRACTOR's own expenses. If such corrective Work is not performed within a reasonable time, the COMPANY, at its option may have such remedial Work performed by others and charge the cost thereof to CONTRACTOR subject to a maximum of the contract value payable for the defective work which needs corrective action which the CONTRACTOR must pay promptly. In case CONTRACTOR fails to perform remedial work, or pay promptly in respect thereof, the performance security shall be forfeited.

## **24.0 SUBCONTRACTING/ASSIGNMENT:**

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

**24.2** Consequent upon of placement of contract, if successful bidder(s)(other than Micro/Small Enterprise) is procuring materials/services from their sub-

vendor, who is a Micro or Small Enterprise registered with District Industry Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME with prior consent in writing of the purchasing authority/Engineer in Charge the details like Name, Registration No., Address, Contact No., details of material and value of procurement made, etc. of such enterprises shall be furnished by the CONTRACTOR at the time of submission of invoice/bill.

## **25.0 RECORDS, REPORTS AND INSPECTION:**

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

## **26.0 CONFIDENTIALITY, USE OF CONTRACT DOCUMENTS AND INFORMATION:**

26.1 CONTRACTOR shall not, without COMPANY's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing pattern, sample or information furnished by or on behalf of COMPANY in connection therewith, to any person other than a person employed by CONTRACTOR in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only, as may be necessary for purposes of such performance with prior permission from COMPANY. However, nothing hereinabove contained shall deprive the CONTRACTOR of the right to use or disclose any information which is:

- a) possessed by the CONTRACTOR, as evidenced by the CONTRACTOR's written records, before receipt thereof from the COMPANY which however the CONTRACTOR shall immediately inform to COMPANY; or
- b) required to be disclosed by the CONTRACTOR pursuant to an order of a court of competent jurisdiction or other governmental agency having the power to

order such disclosure, provided the CONTRACTOR uses its best efforts to provide timely notice to COMPANY of such order to permit COMPANY an opportunity to contest such order subject to prior permission from COMPANY.

- 26.2 CONTRACTOR shall not, without COMPANY's prior written consent, make use of any document or information except for purposes of performing the contract.
- 26.3 Any document supplied to the CONTRACTOR in relation to the contract other than the Contract itself remain the property of COMPANY and shall be returned (in all copies) to COMPANY on completion of CONTRACTOR's performance under the Contract if so required by COMPANY.
- 26.4 During the currency of the Contract, COMPANY and its employees, agents, other CONTRACTORS, sub-CONTRACTORS (of any tier) and their employees etc. may be exposed to certain confidential information and data of the CONTRACTOR. Such information and data held by the COMPANY, its employees, agents, other CONTRACTORS, sub-CONTRACTORS (of any tier) and their employees in the strictest Confidence and shall not be disclosed to any other party except on a need to know basis.

However, the above obligation shall not extend to information which:

- i) is, at the time of disclosure, known to the public which CONTRACTOR shall immediately inform COMPANY;
- ii) is lawfully becomes at a later date known to the public through no fault of CONTRACTOR subject to CONTRACTOR's undertaking that no information has been divulged by them to the public;
- iii) is lawfully possessed by CONTRACTOR before receipt thereof from COMPANY which should be immediately informed to COMPANY;
- iv) is developed by CONTRACTOR independently of the information disclosed by COMPANY which should be shared with the COMPANY;
- v) CONTRACTOR is required to produce before competent authorities or by court order subject to prior permission from COMPANY;

## **27.0 REMUNERATION AND TERMS OF PAYMENT:**

- 27.1 COMPANY shall pay to the CONTRACTOR during the term of the Contract the amount due from time to time calculated according to the rates of payment set and in accordance with other provisions hereof. No other payments shall be due from COMPANY unless specifically provided for in the Contract. All payments will be made in accordance with the terms hereinafter described.
- 27.2 Request for payment/part payment to third party i.e. other than the party on whom the contract has been awarded will not be entertained by OIL under any circumstances.

- 27.3** MANNER OF PAYMENT: All payments due by COMPANY to CONTRACTOR hereunder shall be made at CONTRACTOR's designated bank. Bank charges, if any will be on account of the CONTRACTOR.
- 27.4** Payment of any invoices shall not prejudice the right of COMPANY to question the validity of any charges therein, provided COMPANY within one year after the date of payment shall make and deliver to CONTRACTOR written notice of objection to any item or items the validity of which COMPANY questions.
- 27.5** INVOICES: Mobilization charges will be invoiced only upon completion of mobilization as certified by COMPANY representative and CONTRACTOR is ready at site for starting the services/operation. Payment of mobilization charges shall be made within 45 days following the date of receipt of undisputed invoices by COMPANY.
- 27.6** CONTRACTOR shall send invoice to COMPANY on the day following the end of each month for all daily or monthly charges due to the CONTRACTOR.
- 27.7** CONTRACTOR will submit 02 (Two) sets of all invoices duly super scribed 'Original' and 'copy' as applicable to the COMPANY for processing payment. Separate invoices for the charges payable under the contract shall be submitted by the CONTRACTOR for foreign currency and Indian currency.
- 27.8** Payment of monthly invoices, if undisputed, shall be made within 30 days following the date of receipt of invoice by COMPANY.
- 27.9** COMPANY shall within 30 days of receipt of the invoice notify the CONTRACTOR of any item under dispute, specifying the reasons thereof, in which event, payment of the disputed amount maybe withheld until settlement of the dispute, but payment shall be made of any undisputed portion on or before the due date. This will not prejudice the COMPANY's right to question the validity of the payment at a later date as envisaged in clause no. 27.4 above.
- 27.10** The acceptance by CONTRACTOR of part payment on any billing not paid on or before the due date shall not be deemed a waiver of CONTRACTOR's rights in any other billing, the payment of which may then or thereafter be due.
- 27.11** Payment of Final demobilization charges shall be made if applicable within 45 days on receipt of invoice by COMPANY accompanied by the following documents from the CONTRACTOR:
- a) Audited account up to completion of the Contract.
  - b) Tax audit report for the above period as required under the Indian Tax Laws.
  - c) Documentary evidence regarding the submission of returns and payment to taxes for the expatriate personnel engaged by the CONTRACTOR or by its sub-CONTRACTOR.
  - d) Proof of re-export of all items including the unutilized spares and consumables (excepting consumables consumed during the contract period) and also

- cancellation of re-export bond if any.
- e) Any other documents as required by applicable Indian Laws.

In case, no demobilization charges are payable, the documents mentioned above will have to be submitted by the CONTRACTOR before release of the final payment by the COMPANY. A certificate from Chartered Accountant on (a), (b) & (c) above will suffice.

**27.12** CONTRACTOR shall maintain complete and correct records of all information on which CONTRACTOR's invoice are based upto 02 (two) years from the date of last invoice. Such records shall be required for making appropriate adjustments or payments by either party in case of subsequent audit query/objection.

**28.0 PAYMENT OF COMMISSION/FEE/REMUNERATION OF INDIAN AGENT /CONSULTANT/REPRESENTATIVE/RETAINER/ASSOCIATE OF FOREIGN PRINCIPAL (APPLICABLE IN ICB TENDERS ONLY):**

The Commission/fee/remuneration of the Indian agent/ consultant/ associate/ representative/retainer, if any, will be paid within 30 days of the payment of invoice made to the CONTRACTOR, The amount of commission/ fee/remuneration as a percentage of invoice value as per contract provisions will be deducted by COMPANY/OIL from the monthly invoices of the CONTRACTOR and paid to the Indian agent/ consultant/ representative/retainer/associate.

**29.0 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) Copy of PF-ECR duly stamped by the designated Bank, along with a print of the digitally signed PDF data sheet of the ECR, as proof of payment, each month, details of this PDF data sheet shall be verified by the appropriate authority (i.e. Payment Making Authority) in the COMPANY from the official website of EPFO (<http://www.epfindia.gov.in>).
- (a) Copy of the online challan endorsed/stamped by the designated bank as proof of receipt of payment towards monthly contribution of ESI contribution.

- (b) Copy of Return of contribution in respect of ESI for each contribution period of the six months i.e. for the contribution period ended 30th Sept and the contribution period ended 31st March.
- (ii) As an Annexure to each EPF-ECR and ESI Challan(s), CONTRACTOR shall also furnish the following Certificates:
- 1) The furnished information is correct to the best of his knowledge.
  - 2) In case any discrepancies or irregularities is/are noticed in this undertaking, then OIL is free to inform the PF/ESIC Authorities.
  - 3) Before the completion of contract, CONTRACTOR shall serve one-month notice to all his contractual workers, informing that their services will be terminated.
  - 4) Within one month on completion/expiry of the contract, CONTRACTOR shall pay all the dues/terminal dues such as leave with wages, bonus (if applicable), Gratuity (if applicable), to all his contractual workmen, failing which CONTRACTOR's Bank Guarantee/Security Deposit may be withheld by OIL.

COMPANY may 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 COMPANY may verify the details/status of the payment towards EPF/ESI made by the CONTRACTOR from the authorities/official website of EPF/ESI (i.e. <http://www.epfindia.gov.in> and <http://www.esic.in>). In case the information furnished by the CONTRACTOR is found to be incorrect the COMPANY shall take appropriate action against the CONTRACTOR in accordance with law.

The CONTRACTOR agrees and undertakes to indemnify OIL for any liabilities arising out of declarations made by him in future on violation or provisions of the EPF Act 1952 and ESI Act 1948.

### **30.0 TIMELY MOBILISATION AND LIQUIDATED DAMAGES:**

- a) Time is the essence of this Contract. If the CONTRACTOR fails to mobilize and deploy the required manpower/equipment and/or fails to commence the operation within the period specified as specified under mobilization clause under SCC, OIL shall have, without prejudice to any other right or remedy in law or contract including sub clause (b) below, the right to terminate the contract.
- b) If the contractor is unable to mobilize/deploy and commence the operation within the period specified in sub clause (a) above, it may request OIL for extension of the time with unconditionally agreeing for levy and recovery of LD. Upon receipt of such a request, OIL may at its discretion, extend the period of mobilization and shall recover from the CONTRACTOR, as an ascertained and

agreed Liquidated Damages, a sum equivalent to @ 0.5% of contract value including mobilization cost, per week or part thereof of delay subject to maximum of 7.5% of the Contract Price.

- c) The parties agree that the sum specified above is not a penalty but a genuine pre-estimate of the loss/damage which will be suffered by OIL on account of delay on the part of the CONTRACTOR and the said amount will be payable without proof of actual loss or damage caused by such delay.
- d) LD will be calculated on the basis of Total Contract value [(if not specified otherwise in SCC] excluding duties and taxes, where such duties/taxes have been shown separately in the contract. However, the applicable GST on the LD shall have to be borne by the CONTRACTOR. Accordingly, the liquidated damages shall be recovered from the CONTRACTOR along with applicable GST.

### **31.0 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 the contract, the relative obligation of the party affected by such 'Force Majeure' will stand suspended as provided herein. The term force majeure as employed herein shall mean Acts of God such as earthquake, hurricane, typhoon, flood, volcanic activity etc.; war (declared/undeclared); riot, revolts, rebellion, terrorism, sabotage by persons other than the CONTRACTOR's Personnel; fires, explosions, ionising radiation or contamination by radio-activity or noxious gas, if not caused by CONTRACTOR's fault; declared epidemic or disaster; acts and regulations of respective Govt. of the two parties, namely the COMPANY and the CONTRACTOR and civil commotions, lockout not attributable to the CONTRACTOR.

Upon occurrence of such cause, the party claiming that it has been rendered unable as aforesaid thereby, shall notify the other party in writing within 72 (Seventy Two) hours of the alleged beginning and ending thereof, giving full particulars and satisfactory evidence in support of its claim.

Should 'force majeure' condition as stated above occurs and should the same be notified within 72 (Seventy two) hours after its occurrence the 'force majeure' rate (if specified in the SCC of the Contract) shall apply for the first 15 (fifteen) days for each such occasion.

Either party shall have the right to terminate the Contract if such 'force majeure' conditions continue beyond successive 60 (Sixty) days [or exclusively mentioned in the SCC of the Contract] with prior written notice of 15 days, provided termination of the Contract does not result into safety hazard to the life and property on account of withdrawal of operations or the operation is at critical stage. COMPANY shall have the absolute right to decide whether any

safety hazard exists or operation is at critical position and decision of the COMPANY shall binding upon the CONTRACTOR.

Should either party decide not to terminate the Contract even under such condition, no payment would apply after expiry of fifteen (15) days force majeure period. [or exclusively mentioned in the SCC of the Contract]

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

If however, relative obligation of the party affected by such 'Force Majeure' is limited to part of the obligation(s), the contract shall not be terminated and the parties shall continue to perform their respective obligations, which are not affected by the 'force majeure' condition, provided the obligations affected by the 'force majeure' do not preclude the parties in performing the obligations not affected by such conditions.

### **32.0 SET-OFF:**

Any sum of money due and payable to the CONTRACTOR (including Performance Security refundable to them) under this or any other Contract, whether in progress or in future, may be appropriated by OIL and set-off against any claim of OIL (or such other person or persons contracting through OIL) for payment of a sum of money arising out of this contract or under any other contract made by the CONTRACTOR with OIL (or such other person or persons contracting through OIL).

### **33.0 WITHHOLDING:**

COMPANY may withhold or nullify the whole or any part of the amount due to CONTRACTOR, after informing the CONTRACTOR of the reasons in writing, on account of subsequently discovered evidence in order to protect COMPANY from loss on account of:

- 33.1** For non-completion of jobs assigned as per Scope of Work/Terms of Reference.
- 33.2** Defective work not remedied by CONTRACTOR.
- 33.3** Claims by COMPANY's recognized sub-CONTRACTOR of CONTRACTOR or others filed or on the basis of reasonable evidence indicating probable filing of such claims against CONTRACTOR.
- 33.4** Failure of CONTRACTOR to pay or provide for the payment of salaries/ wages, contributions, taxes or enforced savings with-held from wages etc. with respect to personnel engaged by the CONTRACTOR.

- 33.5** Failure of CONTRACTOR to pay the cost of removal of unnecessary debris, materials, tools, or machinery.
- 33.6** Any failure by CONTRACTOR to fully reimburse COMPANY under any of the indemnification provisions of this Contract. If, during the progress of the work CONTRACTOR shall allow any indebtedness to accrue for which CONTRACTOR, under any circumstances in the opinion of COMPANY, may be primarily or contingently liable or ultimately responsible and CONTRACTOR shall, within five days after demand is made by COMPANY, fail to pay and discharge such indebtedness, then COMPANY may during the period for which such indebtedness shall remain unpaid, with-hold from the amounts due to CONTRACTOR, a sum equal to the amount of such unpaid indebtedness.
- 33.7** Withholding will also be effected on account of the following:
- i) Order issued by a Court of Law or statutory authority in India.
  - ii) Income-tax deductible at source according to law prevalent from time to time in the country.
  - iii) Any obligation of CONTRACTOR which by any law prevalent from time to time to be discharged by COMPANY in the event of CONTRACTOR's failure to adhere to such laws.
  - iv) Any payment due from CONTRACTOR in respect of unauthorised imports.

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

- 33.8** COMPANY reserves the right to disburse or deposit the amount so withheld to the concerned person(s) or agency or government authority, as the case may be, besides nullifying such amount on account of loss suffered by the COMPANY against 33.2, 33.3, 33.6 & 33.7 above.

**34.0 APPLICABLE LAWS:**

The Contract shall be deemed to be a Contract made under, governed by and construed in accordance with the laws of India for the time being in force and shall be subject to the sole and exclusive jurisdiction of Courts situated in Dibrugarh (or the Place where the contract is executed) and Principal Bench of Gauhati High Court (or the High Court under whose territorial jurisdiction, the place of execution of contract falls).

This Agreement including all matter 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 Courts, mentioned hereinabove. Foreign companies, operating in India or entering into Joint ventures in India, shall also be governed by the laws of India and shall be subject to sole and exclusive jurisdiction of above Courts.

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

- a) The Mines Act 1952
- b) The Oil Mines Regulations, 2017
- c) The Employees' Compensation Act, 1923
- d) The Code of Wages, 2019
- e) The Contract Labour (Regulation & Abolition) Act, 1970 and the rules framed there under
- f) The Employees Pension Scheme, 1995
- g) The Interstate Migrant Workmen Act., 1979 (Regulation of employment and conditions of service).
- h) The Employees Provident Fund and Miscellaneous Provisions Act, 1952
- i) Goods and Service Tax Act
- j) Customs & Excise Act & Rules
- k) Factories Act, 1948
- l) Industrial Disputes Act, 1947
- m) Payment of Gratuity Act, 1972
- n) Environmental Protection Act, 1986 & other pollution control Acts.

**Note:** The above Acts are only indicative and not exhaustive. The Acts shall include the rules and regulations framed thereunder.

### **35.0 LABOUR LAWS:**

- i) CONTRACTOR shall comply with the provisions of various labour related laws, including but not limited to the Code of Wages, 2019, Employee Provident Fund and Miscellaneous Provisions Act 1952, COMPANY's Liability Act 1938, Employees' Compensation Act 1923, Industrial Disputes Act 1947, the Maternity Benefit Act 1961 and Contract Labour (Regulation and Abolition) Act 1970, Employment of Children Act 1938, Employees' State Insurance Act, 1948 or any modifications/amendment thereof or any other law relating thereto and rules made there under from time to time.
- ii) No Labour below the age of eighteen [18] years shall be employed on the work.
- iii) CONTRACTOR shall not pay less than what is provided under law to labourers engaged by him on the work.
- iv) CONTRACTOR shall at his expense comply with all labour laws and keep the COMPANY indemnified in respect thereof.
- v) CONTRACTOR shall pay equal wages for men and women in accordance with applicable Labour laws.

- vi) If the CONTRACTOR is covered under the Contract Labour (Regulation and Abolition) Act, he shall obtain a license from licensing authority [i.e. office of the Labour Commissioner] by payment of necessary prescribed fee and the deposit, if any, before starting the work under the Contract. Such fee/deposit shall be borne by the CONTRACTOR.
- vii) CONTRACTOR must obtain the PF Code from the concerned PF Authority under Employees Provident Fund and Miscellaneous Provisions Act, 1952. Similarly, CONTRACTOR must obtain ESI Code under Employees State Insurance Act.
- viii) CONTRACTOR being the employer of the labours/personnel to be engaged under the contract shall be liable to pay gratuity to the labours/personnel as per the provision of the Payment of Gratuity Act, 1972 and accordingly, shall keep the COMPANY indemnified in respect thereof. If however, COMPANY requires to pay gratuity to such labour(s) as per the direction of the competent authority under the Act, COMPANY shall recover such amount from the outstanding dues payable to the CONTRACTOR under the contract or any other contract(s).
- ix) CONTRACTOR shall furnish to Engineer in Charge the distribution return of the number & description, by trades of the work people employed on the works. CONTRACTOR shall also submit on the 4th & 19th of every month to Engineer in Charge a true statement showing in respect of the 2nd half of the preceding month & the 1st half of the current month (1) the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them and (2) the number of female workers who have been allowed Maternity Benefit as provided in the Maternity Benefit Act 1961 on Rules made there under and the amount paid to them.
- x) Engineer in Charge shall on a report having been made by an inspecting officer as defined in Contract Labour (Regulation and Abolition) Act 1970 have the power to deduct from the money due to the CONTRACTOR any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the Contract for the benefit of workers, non-payment of wages or of deductions made from his or their wages which are not justified by the terms of the Contract or non-observance of the said regulations.
- xi) The CONTRACTOR shall indemnify the COMPANY against any payments to be made under and for the observance of the provisions of the aforesaid acts without prejudice to his right to obtain indemnity from his sub-CONTRACTOR.

### **36.0 STATUTORY REQUIREMENTS:**

During the tenure of this CONTRACT nothing shall be done by the CONTRACTOR in contravention of any law, act and/or rules/regulations, thereunder or any amendment.

### **37.0 GENERAL HEALTH, SAFETY & ENVIRONMENT (HSE) GUIDELINES:**

- 37.1** It will be solely the CONTRACTOR's responsibility to fulfil all the legal formalities with respect to the Health, Safety and Environmental aspects of the entire job (namely; the person employed by him, the equipment, the environment, etc.) under the jurisdiction of the district of that state where it is operating. Ensure that all sub-CONTRACTORS hired by CONTRACTOR comply with the same requirement as the CONTRACTOR himself and shall be liable for ensuring compliance all HSE laws.
- 37.2** It will be entirely the responsibility of the Contractor/his Supervisor/representative to ensure strict adherence to all HSE measures and statutory rules during operation in OIL's installations and safety of workers engaged by him. The crew members will not refuse to follow any instruction given by company's Installation Manager/Safety Officer/Engineer/Official/Supervisor/Junior Engineer for safe operation.
- 37.3** Any compensation arising out of the job carried out by the Contractor whether related to pollution, Safety or Health will be paid by the contractor only.
- 37.4** Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the contractor.
- 37.5** When there is a significant risk to health, environment or safety of a person or place arising because of a non-compliance of HSE Measures Company shall have the right to direct the contractor to cease work until the non-compliance is corrected.

### **38.0 POLLUTION AND CONTAMINATION:**

The CONTRACTOR shall be liable for all surface and sub-surface pollution to the extent caused by CONTRACTOR and resulting from CONTRACTOR's operation/service or spillage or dumping of solvents/additive substances or pollutants, which the CONTRACTOR brings to the Site for use in connection with Work to be performed under this Contract.

Notwithstanding anything to the contrary contained herein, it is agreed that except on the ground of willful misconduct or criminal misconduct, COMPANY shall release, indemnify and hold CONTRACTOR and its sub-CONTRACTORS harmless from any and all claims, judgments, losses, expenses and any costs related thereto (including but not limited to Court costs and "Attorney's fees") for:

- a) Damage to or loss of any reservoir or producing formation; and/ or
- b) Damage to or loss of any well; and/or
- c) Any other subsurface damage or loss; and/ or

- d) Any property damage or loss or personal injury or death arising out of or in connection with a blowout, fire explosion and loss of well control regardless of cause.

**39.0 STATUTORY VARIATION/NEWLY ENACTED LAW:**

- 39.1** All duties, taxes except otherwise specified in the Contract as applicable on the closing date of bid submission as per relevant acts and rules shall be in CONTRACTOR's account. Variation in case of custom duty on CIF value declared by the bidder shall be to COMPANY account.
- 39.2** In the event of introduction of any new legislation or any amendment or enforcement of any Act or Law, rules or regulations of Government 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/decreased cost of the works under the CONTRACT through increased/decreased liability of taxes and/or duties, required to be paid by the CONTRACTOR, (other than personnel and Corporate taxes), the Parties shall agree to a revision in pricing to reflect such change subject to the production of documentary proof to the satisfaction of the COMPANY/CONTRACTOR as applicable 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 (applicable when disputed by COMPANY) & the courts wherever levy of such taxes/duties are disputed by COMPANY/CONTRACTOR.
- 39.3** 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 COMPANY's account.
- 39.4** 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, COMPANY 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, COMPANY will have the right to recover the difference in case the rate of duty/tax finally assessed is on the lower side.
- 39.5** Notwithstanding the provision contained in Clause-39.1 to 39.4 above, the COMPANY shall not bear any liability in respect of:

- i. Personal taxes on the personnel deployed by CONTRACTOR, his sub-CONTRACTOR/sub-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 and GST in addition to new taxes etc. in respect of sub-CONTRACTORS, vendors, agents etc. of the CONTRACTOR.
- iv. Any liability on the CONTRACTOR, which was accrued under the old law or contract, which the CONTRACTOR is obligated to pay either to the COMPANY or to the Government Authority.

**39.6** In order to ascertain the net impact of the amendment/ revisions/enactment of various provisions of taxes/duties, the CONTRACTOR is liable to provide following disclosure to COMPANY:

- i. Details of each of the input services used in relation to providing service to COMPANY including estimated monthly value of input service and GST tax amount.
- ii. Details of Inputs (material/consumable) used/required for providing service to COMPANY including estimated monthly value of input and GST paid/payable on purchase of inputs.

**39.7** The above provisions would be applicable only in case of variation in rate of taxes and duties on supply of services to OIL and not applicable on taxes and duties on input (goods and services) towards such services.

**39.8** Any claim or reduction on account of change in law shall be accompanied with undertaking that the provisions of anti-profiteering clause under GST Act have been complied with.

**40.0 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.

**41.0 Commission of misconduct/submission of fraudulent document by the bidder/contractor and Banning thereof:**

The information and documents furnished by the bidder/CONTRACTOR in respect of the tender/contract are accepted by COMPANY to be true and genuine. However, if it comes to the notice of the COMPANY anytime either during the pendency of the tender or after award of the contract or after completion the contract that a Bidder/CONTRACTOR furnished fraudulent document/false information in relation to the subject tender/contract or

committed any misconduct, appropriate action shall be taken against the Bidder/CONTRACTOR for debarment/banning of the bidder/CONTRACTOR from participating in any future tender of the COMPANY in terms of the COMPANY's Banning Policy, 2017 besides making the CONTRACTOR liable for other penal action including termination of ongoing contract(s) at his/her risk and peril. In such event, the Bid Security/Performance Security in respect of ongoing contract(s) shall be forfeited by the COMPANY.

## **42.0 SETTLEMENT OF DISPUTES:**

### **42.1 Arbitration (Applicable for Suppliers/CONTRACTORs other than PSU and MSME):**

1. Except as otherwise provided elsewhere in the contract, 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 contract or breach thereof which parties are unable to settle mutually, the same shall be referred to Arbitration as provided hereunder:
2. A party wishing to commence arbitration proceeding shall invoke Arbitration Clause by giving 30 days notice to the other party. The notice invoking arbitration shall specify all the points of dispute 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.
3. It is agreed and undertaken by the Parties that irrespective of country of origin of the CONTRACTOR, the arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996 and under no circumstances, the proceedings shall be construed as International Arbitration.
4. The number of 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.25.00 Lakh	Not applicable	Not applicable
Above Rs.25.00 Lakh Upto Rs.25 Crore	Sole Arbitrator	OIL
Above Rs. 25 Crore	3 Arbitrators	One Arbitrator by each party and the 3 <sup>rd</sup> Arbitrator, who shall be

		the presiding Arbitrator, by the two Arbitrators.
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5. The parties agree that they shall appoint only those persons as arbitrators who accept the conditions of the arbitration clause. No person shall be appointed as Arbitrator or Presiding Arbitrator who does not accept the conditions of the arbitration clause.
6. 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.
7. Parties agree and undertake that neither 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.
8. The arbitral tribunal shall complete the proceedings, make and publish the award within time stipulated in the Arbitration and Conciliation Act, 1996(as amended).
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 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 of the Presiding Arbitrator and the expenses incurred shall be shared equally by the parties.

In case of sole arbitrator, both parties shall equally share all expenditures that may be required to be incurred.

11. The fees and other administrative/secretarial expenses of the arbitrator(s) shall not exceed the model fee as stipulated in Schedule--- of the Act and such expenses shall be equally borne by the parties.
12. The Place/Seat of Arbitration shall be Guwahati or the place where the contract is executed. The venue of the arbitration shall be decided by the Arbitrator(s) in discussion with the parties. The cost of arbitration sittings shall be equally borne by the parties.
13. The Arbitrator(s) shall give reasoned and speaking award and it shall be final and binding on the parties.
14. Subject to aforesaid, 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.

**42.2 Arbitration (applicable in case of Contract awarded on Public Sector Enterprise):**

- a) In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract (s) between Central Public Sector Enterprises (CPSEs) and also between CPSEs and Government Departments/Organizations (excluding disputes -concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in OPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018.
- b) A party wishing to commence arbitration proceeding shall invoke Arbitration Clause and refer the dispute(s) to AMRCD with a copy to the other party. The notice invoking arbitration shall specify all the points of dispute with details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and not thereafter.
- c) Upon such reference, the dispute shall be decided by the Competent Authority appointed under the AMRCD, whose decision shall bind the parties finally and conclusively. The parties in the dispute will share equally the cost of the arbitration as intimated by the Arbitrator.

**42.3 Arbitration (Applicable to Micro, Small and Medium Enterprise)**

In the event of any dispute or difference relating to, arising from or connected with the Contract, efforts shall be made to resolve the dispute(s) amicably by mutual consultation and in case such dispute(s) cannot be resolved through mutual consultation, then same shall be resolved through the procedure as prescribed in Section-18 of the Micro, Small and Medium Enterprises Development Act, 2006.

#### **42.4 Resolution of disputes through conciliation by OEC**

(Not Applicable in cases where value of dispute is less than Rs. 25 Lakhs and more than 2 Crore)

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 contract or breach thereof which parties are unable to settle mutually, Company at its discretion, on its own or on the request of the CONTRACTOR, may refer the dispute to Outside Expert Committee ("OEC") to be constituted by Corporate Business Committee (CBC), OIL as provided hereunder:

- a) 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.
- b) 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).
- c) 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.
- d) The Proceedings of the OEC shall be broadly governed by Part III of the Arbitration and Conciliation Act, 1996 including any modifications thereof. Notwithstanding above, the proceedings shall be summary in nature and Parties agree to rely only upon documentary evidence in support of their claims and not to bring any oral evidence in the OEC proceedings.
- e) 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.
- f) 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.

- g) OIL will share all other guidelines regarding reconciliation through OEC with the CONTRACTOR when it resorts to settlement through OEC. Both parties agree to adhere to these guidelines.
- h) 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.
- i) The OEC proceedings must be completed within a period of 3(three) months from the date of constitution of the OEC with a provision of extension of one months, subject to mutual agreement. The Place of OEC shall be either at New Delhi or Guwahati.
- j) 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 contract.
- k) The parties shall be represented by their in-house employees/executives. No party shall bring any advocate or outside consultant/advisor/agent. Ex-officers of OIL who have handled the matter in any capacity directly or indirectly shall not be allowed to attend and present the case before OEC on behalf of Contractor. However, ex- employees of parties may represent their respective organizations.
- l) Solicitation or any attempt to bring influence of any kind on either OEC Members or OIL is completely prohibited in conciliation proceedings and OIL reserves the absolute right to close the conciliation proceedings at its sole discretion if it apprehends any kind of such attempt made by the Contractor or its representatives.

#### **42.5 Exclusions**

Parties agree that following matters shall not be referred to conciliation or arbitration:

- i) Any claim, difference or dispute relating to, connected with or arising out of OIL's decision to initiate any proceedings for suspension or debarment or banning, or decision to suspend or to ban or to debar business dealings with the bidder/CONTRACTOR and/or with any other person involved or connected or dealing with bid/contract/bidder/CONTRACTOR.

- ii) Any claim, difference or dispute relating to, connected with or arising out of OIL's decision under the provisions of Integrity Pact executed between OIL and the Bidder/CONTRACTOR.
- iii) Any claim, difference or dispute relating to, connected with or arising out of OIL's decision to comply with any order or directive of any statutory or government authority.
- iv) Any claim which is less than Rs. 25 Lakh.

#### **43.0 COMPLETION OF CONTRACT:**

Unless otherwise terminated under the provisions of any other relevant Clause or extended through written communication, this Contract shall be deemed to have been completed at the expiry of the Period specified in the contract or period of defect liability, as provided for under the Contract, whichever is later.

#### **44.0 TERMINATION:**

**44.1 Termination on expiry of the contract:** This Agreement shall be deemed to have been automatically terminated on the expiry of the contract period unless OIL has exercised its option to extend this contract in accordance with the provisions, if any, of this contract.

**44.2 Termination of contract for death:** If the CONTRACTOR is an individual or a proprietary concern and the individual or the proprietor dies or if the CONTRACTOR is a partnership concern and one of the partners dies then unless, the COMPANY is satisfied that the legal heir of the individual or the proprietary concern or the surviving partners are capable of carrying out and completing Contract, the COMPANY is entitled to cancel the Contract for the uncompleted part without being in any way liable for any compensation payment to the estate of the deceased CONTRACTOR and/or to the surviving partners of the CONTRACTOR's firm on account of the cancellation of Contract. The decision of the COMPANY in such assessment shall be final & binding on the parties. In the event of such cancellation, the COMPANY shall not hold the estate of the deceased CONTRACTOR and/or the surviving partners of CONTRACTOR's firm liable for any damages for non-completion of the Contract.

**44.3 Termination on account of Force Majeure:** Unless the contract provides otherwise, either party shall have the right to terminate this Contract on account of Force Majeure as set forth in Article-31.0 above.

**44.4 Termination on account of insolvency:** In the event that the CONTRACTOR or its collaborator or its guarantor at any time during the term of the Contract, becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt or under the process of insolvency or

liquidation, then the COMPANY shall, by a notice in writing have the right to terminate the Contract and all the CONTRACTOR's rights and privileges hereunder, shall stand terminated forthwith.

However, COMPANY shall be at liberty to give the Receiver or Liquidator or Insolvency Professional Manager, as appointed by the Competent Court/Tribunal, the option of carrying out the Contract subject to its technical & financial competence and his providing a guarantee for due and faithful performance of the Contract.

**44.5 Termination for Unsatisfactory Performance:** If the COMPANY considers that, the performance of the CONTRACTOR is unsatisfactory, or not as per the provision of the Contract, the COMPANY shall notify the CONTRACTOR in writing and specify in details the cause of dissatisfaction. The COMPANY shall have the option to terminate the Contract by giving 15 days notice in writing to the CONTRACTOR, if CONTRACTOR fails to comply with the requisitions contained in the said written notice issued by the COMPANY. In the event CONTRACTOR rectifies its non-performance to the satisfaction of the COMPANY, the option of termination may not be exercised by the COMPANY. If however CONTRACTOR repeats non-performance subsequently, COMPANY shall exercise the option to terminate contract by giving 07 days notice. Such CONTRACTOR shall be put on holiday as per the Banning Policy of OIL [available at [www.oil-india.in](http://www.oil-india.in)].

**44.6 Termination due to change of ownership and Assignment:** In case the CONTRACTOR's rights and/or obligations under this Contract and/or the CONTRACTOR's rights, title and interest to the equipment/ material, are transferred or assigned without the COMPANY's written consent, the COMPANY may at its option, terminate this Contract. COMPANY shall not be however under any obligation to accord consent to the CONTRACTOR for change of ownership & assignment of the contract.

**44.7** If at any time during the term of this Contract, breakdown of CONTRACTOR's equipment results in CONTRACTORS being unable to perform their obligations hereunder for a period of 15 successive days, COMPANY at its option, may terminate this Contract in its entirety or partially to the extent non-performance, without any further right or obligation on the part of the COMPANY, except for the payment of money then due. No notice shall be served by the COMPANY under the condition stated above.

**44.8 Termination for delay in mobilization:** CONTRACTOR is required to mobilize complete equipment along with crew for commencement of services at the specified site within the maximum allowed number of days from the date of LOA/Notice for Mobilization as specified in the special conditions of contract. If the CONTRACTOR (successful bidder) fails to complete the mobilization as above, OIL shall have, without prejudice to any other clause of the CONTRACT, the right to terminate the contract.

**44.9** Notwithstanding any provisions herein to the contrary, the Contract may be terminated at any time by the COMPANY on giving 30 (thirty) days written notice to the CONTRACTOR due to any other reason not covered under the above Article from 44.1 to 44.8 and in the event of such termination the COMPANY shall not be liable to pay any cost or damage to the CONTRACTOR except for payment of services as per the Contract upto the date of termination.

**44.10 Consequence of Termination:** In all cases of termination herein set forth, the relative obligations of the parties to the Contract shall be limited to the period up to the date of termination. Notwithstanding the termination of this Contract, the parties shall continue to be bound by the provisions of this Contract that reasonably require some action or forbearance after such termination.

Upon termination of this Contract, CONTRACTOR shall return to COMPANY all of COMPANY's properties, which are at the time in CONTRACTOR's possession.

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

Demobilization charges shall not be payable by COMPANY in case of Article from 44.4 to 44.7.

**45.0 TO DETERMINE THE CONTRACT:**

In such an event (i.e. termination under Article No. 44.4 to 44.9 above), the contract shall stand terminated and shall cease to be in force from the date of such notification by the COMPANY. Thereafter the CONTRACTOR shall stop forthwith any of the work then in progress, except those work which the COMPANY may, in writing, require to be done to safeguard any property or work, or installations from damages, and the COMPANY may take over the remaining unfinished work of the CONTRACTOR and complete the same through a fresh CONTRACTOR or by other means, at the risk and cost of the CONTRACTOR, and any of its sureties if any, shall be liable to the COMPANY for any excess cost occasioned by such work having to be so taken over and completed by the COMPANY over and above the cost at the rate/cost specified in the schedule of quantities and rates/prices.

**46.0 WITHOUT DETERMINING THE CONTRACT:**

In such an event (i.e. termination under Article No. 44.4 to 44.9 above), the COMPANY may take over the work of the CONTRACTOR or any part thereof and complete the same through a fresh CONTRACTOR or by other means, at the risk and cost of the CONTRACTOR. The CONTRACTOR and any of its sureties are liable to the COMPANY for any excess cost over and above the cost

at the rates specified in the schedule of quantities and rates/prices, occasioned by such work having been taken over and completed by the COMPANY.

#### **47.0 ERRING/DEFAULTING AGENCIES:**

Erring and defaulting agencies like bidder, CONTRACTOR, supplier, vendor, service provider will be dealt as per OIL's Banning Policy dated 6th January, 2017 available in OIL's website: [www.oil-india.com](http://www.oil-india.com). Moreover, OIL reserves the right to take legal or any other action on the basis of merit of the case.

#### **48.0 MISCELLANEOUS PROVISIONS:**

CONTRACTOR shall give notices and pay all fees at their own cost required to be given or paid by any National or State Statute, Ordinance, or other Law or any regulation, or bye-law of any local or other duly constituted authority as may be in force from time to time in India, in relation to the performance of the services and by the rules & regulations of all public bodies and companies whose property or rights are affected or may be affected in any way by the services.

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

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

Key personnel cannot be changed during the tenure of the Contract except due to sickness/death/resignation of the personnel or any other justified situation in which case the replaced person should have equal experience and qualification, which will be again subject to prior approval, by the COMPANY.

#### **END OF SECTION-I**

**Part-3**  
**SECTION-II**  
**TERMS OF REFERENCE / TECHNICAL SPECIFICATIONS / SCOPE OF WORK**

**1.0 INTRODUCTION:**

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

**2.0 DEFINITION OF WORK:**

To drill onshore wells with 2000 HP (Minimum) Capacity Drilling Rigs with top drive system and associated equipment / tools & services for an initial period of 03 (three) years with provision for extension by 1 (one) more year at the same terms & conditions and mutually agreed rates not higher than the original rate. The wells will be either straight vertical holes or planned deviated holes with formation pressure to be near or above hydrostatic. Well depths are expected to be in the range of 3000 - 6000 meters.

**3.0 AREA OF OPERATION:**

3.1 The area of the operation will be primarily in the states of Assam & Arunachal Pradesh. The first mobilization will be mostly in the districts of Dibrugarh, Tinsukia, Sibsagar - Assam or Changlang - Arunachal Pradesh. However, if the rig is required to be **mobilized** in the areas other than Assam & AP, the mobilization charges will be paid on mutually agreed terms and conditions.

3.2 The following information are for general guidelines to the bidders. Company is not responsible for any deviation of figures being spelt out or met with for reason beyond their control.

- a) Minimum width of the well site approach road = 3.66 m.
- b) Turning Radius = 15m (Generally), 12 m (exceptionally)
- c) Minimum overhead clearance = 4.25 m
- d) Highest recorded wind velocity in Assam = 80 km/hour
- e) Max. Recorded ambient temp = 45 deg. Celsius
- f) Min. recorded ambient temp. = 5 deg. Celsius
- g) Weather Pattern: Frequent rains from April/May to September/ October with Moderate to Heavy rain and Occasional during the remaining period.
- h) Nature of top soil: Usually clay/Alluvium/ Unconsolidated.
- i) Source of water - Through shallow bore wells usually available at well Site. Otherwise from bore well situated at convenient Locations. Depth of bore well in the range of 15 to 50m (normally).
- j) Average annual rainfall: 250 / 300 cm
- k) Humidity - max. 98%

**4.0 SCOPE OF SERVICE:**

The Contractor shall provide the services of 02(Two) / 01 (one) no. of drilling rig package (with Top Drive) and all necessary equipment and personnel as listed

and 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 up, rig down, inter location movement etc. in accordance with the well drilling, and completion 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. The Contractor shall provide mobile Effluent Treatment Plant with each Rig package for effluent management (solid or liquid) generated during operation, suitable for meeting the requirements for drilling in N.E region in line with the guidelines from Ministry of Environment and Forest and also safe disposal of the effluents. Apart from this, the Contractor shall also provide spares for the entire rig package, tools and equipment, fuel (HSD) for running the operations, Lubricant and shall carry out drilling with tools & expert supplied by the contractor. The contractor shall keep adequate stock of spares at all times for uninterrupted progress of work and make available all items listed in this document ready for use. OIL shall provide suggestion on technical matters on request from contractor. However, the contractor shall be wholly responsible for rendering services as per scope of work.

- 4.1 Bit programme, mud programme, casing policy, well programme will be decided and provided by OIL.

5.0 **PRESENCE OF CO2 & H2S:**

Presence of CO2 is expected in the wells. The wells are expected to be H2S free. Accordingly, the equipment/tools etc. to be offered by the Contractor shall be for generally H2S free environment.

6.0 **TECHNICAL SPECIFICATION OF RIG PACKAGE:**

The Contractor shall mobilize all necessary equipment and tools for successful and economic completion of the jobs mentioned. The contract includes supply of drilling rig package including haulage and transportation equipment and its services. HP rating of the rig offered should not be less than 2000 HP with top drive, Diesel Electrical AC/SCR Drilling Rig /AC- VFD Drilling Rig having self-elevating mast and sub-structure (as per API Standard- 4F) and should be capable of drilling 1+3 cluster well from the same plinth.

The drilling rig should be rated for minimum nominal drilling depth range of 6000 m and the available horse powerout put of the rig engine package should be capable of running 2000 HP (minimum) Draw-works and minimum 2(two) no. 1600 HP pumps simultaneously and complete with other associated system for Drilling.

The drilling unit offered should not be more than 15 years vintage and should have a residual life of 7 years (minimum).

7.0 **SPECIFICATIONS OF DRILLING RIG**

7.1 **GROUP – 1**

- A) **MAST AND SUBSTRUCTURE:** Swing lift cantilever type self-elevating mast and substructure with clear height of 142 ft. to 147 ft. Rated static hook load capacity of 10,00,000 lbs (1000 kps ) with 12 lines strung on travelling block as per API 4F specifications. Mast is to be designed for 69 mph wind load(Min.) with a full

rack of pipe and 87 mph(Min.) on a bare mast. Casing capacity approximately 800,000 lbs simultaneously with 500,000 lbs of racked pipes.

Note: Crown Block capacity should be matching with Mast Capacity.

Self-elevating type sub-structure to have a clearance of minimum 25 ft. from ground level to underneath of rotary table beam. Mast is to be complete with raising lines, lifting lugs for raising, levelling shims, snubber unit and hydraulic jacks or better than the above conventional methods. Mast and substructure should be complete with levelling equipment for front and rear shoes and with all accessories for the operation and erection of the mast and substructure.

- i) The mast shall have a racking capacity of 5500 meters of 5 inch OD, 19.5 PPF, range # 2 drill pipe in thribbles.
- ii) Time taken on raising and lowering system of mast /substructure and job involvement in dismantling, transportation and assembling of the mast/substructure components should be minimum
- iii) The mast shall be complete with tubing support frame (belly board-optional), air hoist sheave units(2), sheave units for rig tongs (2) power tong / pipe spinner, tong counter weights, guides etc.
- iv) The mast shall be complete with dual stand pipe clamp for 5 inch OD stand pipes.
- v) The Racking board (thribbles board) shall be adjustable type and complete with emergency escape from racking board to ground.
- vi) Safety climb equipment for climbing up mast ladder upto crown block shall be provided
- vii) Adjustable pneumatic or electrically operated casing stabbing board for running in range I & II tubular shall be provided.
- viii) The Sub-structure shall be complete with dog house support frame.
- ix) The Sub-structure shall be complete with tong back-up posts for rig tongs.
- x) Dog house/Driller's operating cabin shall be provided.
- xi) Two flight stairways at driller's side and off driller's side shall be provided.
- xii) The Mast shall be complete with skewed type crown block having 7 x 60" sheaves i.e. one fast line sheave and the remaining 6 nos. cluster sheaves suitable for drilling line.
- xiii) Mast and substructure shall be complete in all respects to start operation without any hold up.
- xiv) The mast & sub-structure shall be complete with grass hopper type cable rack suitable for elevating with rear floor.

- xv) The mast & sub-structure should be complete with combination ramp & stairs, catwalk & rack for casing and other tubular (provision for making doubles at rack & hosting the same with T B to be kept).
- xvi) The derrick floor shall be complete in all respect and provided with suitable toe boards and safety railings.
- xvii) BOP TROLLEY BEAMS & BOP HANDLING SYSTEM - One (1) set of BOP trolley beams designed to pin under the substructure floor allowing for front entry of BOP stack complete with One (1) set of manually/ pneumatically operated BOP handling system with necessary trolleys, hoist, etc. with a system capacity of not less than 20 Short Ton (18.14 MT or 40,000 lbs) and having vertical lift not less than 4.3 M (14 feet).
- Xviii) The mast shall be painted strictly as per Aviation / Indian Air Force Standards on deployment and later on whenever necessary. The same shall be specified in the contract. The mast shall be fitted with safe flasher type aviation warning light 1 no. at the crown, 4 nos. (At four corners) on the thribble board. These lights shall be operational at all times from the moment the mast is raised and until the mast is finally lowered irrespective of well operation. Every alternate mast section to be painted with red and white paint. The paint may be enamel paint or equivalent. The paint should be freshly made and should be noticeable. Painting may be repeated if required.

Note: Aviation warning/obstruction lamps, consisting of the following:

- (a) Aviation obstruction daytime white flasher units, one no. shall be fixed atop the mast on crown platform.
  - (b) Red aviation LED warning lamps (night-time): Continuous glow type, two nos. to be fixed near the white flasher units.
- Day time: 20,000 Cd, flasher type with 40 flashes per minute (White)  
 Night-time: 2,000 Cd, fixed (Red)

## B) **DRAW-WORKS**

- i) Input horsepower rating 2000 HP (minimum), with minimum nominal drilling depth rating of 5500 M with 5-inch OD drill pipes. Hoisting capacity should be around 960,000 lbs (435 MT) with 12 lines.
- ii) Twin drum draw-works having main drum lebus grooved for 1.3/8"/1.1/2" casing (drilling) lines. In case of single drum draw works, an external winch shall be available with minimum 6000 m wire length.
- iii) Draw works to be operated by 2/3 nos. of GE # 752 or equivalent electric motors either AC or DC (a total minimum 2000 HP capacity).
- iv) Main drum brake should have maximum wrap - around feature, complete with circulating type brake cooling system, energizing type brake band with maximum lining contact. The brake band should be uniform by flexible all round with integral water jacket brake drum and with built in water passage from driller's end to rotary end or should have compatible disc brake system. In case of AC-VFD rig, primary/dynamic braking to be performed with AC motors by generating power in to braking resistors.

The motor and frequency drive should be capable of holding full load at zero speed indefinitely.

- v) Suitable electromagnetic auxiliary brake system/disc brake/ calliper brake, complete with pipings alarm cables & controls, shifters etc. with dedicated cooling system.
- vi) Suitable pneumatically/hydraulically operated/ actuated make up and break-out catheads should match 2000 HP (minimum) draw works
- vii) Draw works to have 4 forward speeds, 2 rotary speeds (in D/W mode) and suitable reversing arrangement. In case of AC-VFD rig the Draw works shall be Dual Speed Gear Driven, suitable for minimum 2000 HP.
- viii) Draw-works should be equipped with Crown-o-Matic and Floor-o- Matic safety device.
- ix) Draw works to have pneumatically actuated full circular balloon type or multiple plate friction clutches as available in 2000 HP (minimum) draw-works or as per design of the Draw works.
- x) Neutral brake or Inertia brake to stop rotation of the draw-works or any other arrangement as per design of the Draw works.
- xi) Properly designed Driller's console incorporating all functions to carry out drilling operations safely.
- xii) Independent Rotary drive as per design with minimum torque handling capacity between 36000 – 38000 ft-lbs
- xiii) However, Draw-works may also be without cathead. In this case separate facility for making up & breaking-up of tubular like hydraulic cathead/pipe spinners/ iron rough neck or similar facility shall be available in the rig.

The minimum operating line pull should be 11.8 MT @ 2000 psi to 14.7 MT @ 2500 psi. The unit should be complete with suitable power unit, remote control panel (for selecting cathead 1 or 2) & all required lines, accessories, fittings, etc.

- xiv) Coring reel assembly with capacity of at least 6000 M of 9/16" or 5/8". Drum size diameter x 49# long approximately with pneumatic clutch & full wrap friction brake assembly in case of Double Drum Draw works.
- xv) The draw-work should be compatible with the mast & sub-structure as indicated above.
- xvi) Electrical driller's console panel should suitably be located in order to provide driller to operate the rig in ease.
  - (a) It should be able to manage, control and monitor rig floor equipment independently and activity-based operations.
  - (b) It should be designed to allow easy of operations during Drilling,

Tripping and Casing tripping in by providing an efficient and intuitive rig floor command centre.

(c) It should allow the Driller to supervise and control all drilling-related functions.

xvii) Entire rig package must be compliance with all safety & regulations and OISD standards.

xviii) All accessories for draw works should conform to API specification, wherever applicable.

xix) **TOP DRIVE SYSTEM** (Electrical / Hydraulic Top Drive):

1. Hook Load Capacity: - 500 T.
2. Power: - A.C Motor of suitable rating, non-sparking, flame proof and suitable for hazardous area classifications/locations as per standard.
3. Cooling System: - Motor should have the Cooling System to operate with ambient temperature up to 50 Degree Centigrade.
4. Torque Requirement: - Maximum Continuous Torque - Not Less Than 30000 ft-lbs. At 100 RPM.
5. Maximum Torque at maximum speed - Not Less than 17,000 ft-lbs.
6. RPM range: 0 – 190 (Minimum)
7. Break- out Torque: 50000 ft-lbs. (Minimum)
8. TDS control panel shall be housed in Driller's Cabin

Accessories for TDS:

(i) One (1) pair of 350 Short Ton (317 MT) capacity weld less links of suitable size & length suitable for lowering casing with spider slip and elevator attached.

(ii) One (1) pair of 500 Short Ton (454 MT) capacity weld less links of suitable size & length suitable for lowering casing with spider slip and elevator attached

(iii) One (1) set of Master bushing wear guide & adapter ring for wear guide for 3-1/2" to 5" OD drill pipes.

(iv) Any other item for running the top drive unit.

Note: Electrical power required to run the top drive unit should be made available from rig's electrical power system.

C) **ROTARY TABLE AND ACCESSORIES:**

Rotary table as per API Spec. 7k with 37.1/2" opening and dead load capacity of 500 tons with independent motor drive, complete with the following. Accessories shall be provided by the contractor. The rotary table shall be either chain driven from draw-works or having independent rotary drive unit or combination of chain and independent motor drive both

1. Kelly bushing complete with roller assembly for 5.1/4" hexagonal & 2.1/2" or 3" square/ hexagonal Kelly (minimum 1 nos. each).
2. Master bushing (**1 no. of solid / split type**) to suit the Rotary table.
3. Suitable API insert bowls No. 1, 2 & 3 whichever is applicable for under noted casing sizes.
4. Complete bushing arrangement for handling 20" casing, 13.3/8" casing, 9.5/8" casing, 7" Liner casing, 5.1/2" casing, 5" OD drill pipe, 2.7/8" OD tubing & drill pipes and all other tubular in the offered rotary table.
5. Bit breakers & adapter plates to suit above master busing / Rotary table.
6. All sizes of lifter and handling tools for bushing & inserts.
7. Anti-skid safety pad: anti-skid is to be provided on Rotary Table and its surroundings to cover tong swing areas.
8. Independent Rotary drive with minimum torque handling capacity between 32000 – 34000 ft-lbs at 90 rpm

D) **ROTARY SWIVEL (as per API Spec. 8C):**

The rotary swivel should have the min. under noted specification but not limited to the following:

1. Working pressure (minimum) - 5000 psi
2. API Dead-load rating (minimum) - 500 Tons
3. Gooseneck API line pipe thread for Rotary hose- 4" (102 mm) Female
4. Stem coupling - 6.5/8" (Reg.) L.H.
5. Swivel should be equipped with 6.5/8" (Reg) L.H. API double pin sub suitable for connecting it on to Kelly spinner / Kelly.
6. Bail bumper link support.
7. Additionally suitable crossover sub shall be provided to connect the swivel to 2.1/2" square Kelly. Necessary fittings for connecting rotary hoses with safety clamps installed.

E) **TRAVELING BLOCK & HOOK (as per API Spec. 8C):**

The specification should include but not limited to the following:

1. Min. API working load rating = 500 Ton (453MT)
2. Number of sheaves = 6 Nos. with 1.3/8" / 1.1/2" grooving or as suitable to Rig system
3. Traveling block and hook should be independent/combo.
4. Hook should be compatible with the swivel & other hoisting equipment.
5. Hook should have built in hydraulic snubber, convenient rotation lock, safety positioner etc.

F) **SLUSH PUMPS**

1. Three No motor driven triplex single acting, slush pumps with input HP rating of minimum 1600 HP. Pump should be suitable for continuous heavy-duty application.
2. Capacity of the pump: -
  - a) Input Horsepower - 1600 (Min) at rated SPM.
  - b) Discharge at rated SPM with replaceable liners and pistons - Min. 2700 litres/min (600 Imp GPM) at 210 kg/cm<sup>2</sup> (3000PSI) and min. 1575 liters/min. (350 Imp. GPM) at 351.5 kg/cm<sup>2</sup> (5000 PSI).
3. Motor driven centrifugal Supercharging pumps compatible to Mud Pumps to handle Mud up to 20 ppg. with appropriate independent suction and delivery manifold mounted on a oil field skid.
4. All the mud pumps shall be connected & hooked up with PCR in all respect for continuous operations in parallel mode whenever required.
5. Nature of pumping job should include, but not limited to, pumping of drilling fluids, completion fluids, cement slurries, water - both treated and plain. In the event that requirement arises to pump acid, OIL shall provide the pump and contractor shall provide the suction and delivery lines.
6. The Bidder has to submit Performance data sheet of the offered pumps along with detailed technical specification of slush pumps.

G) **SUCTION AND DELIVERY SYSTEM:**

1. Adequate suction piping's & fittings must be available.
2. The delivery fittings must be of API standard 5000 psi rating.
3. Cameron or equivalent 5000 psi WP dual standpipe manifold complete with gate valves, pressure gauge of 5000 psi rating and other standard fittings.
4. 5" OD x 5000 psi WP dual standpipe of suitable length with 'H' manifold to match the operating conditions with range 2 drill pipes complete with gooseneck, hammer union or unbolt couplings for making up rotary hose with safety clamp attached.
5. 3.1/2" ID x 55/60 ft long x 5000 psi WP, rotary drilling hoses with suitable connection to make up on to the standpipe and rotary swivel. The length of Rotary hose should suit the rig for drilling operations.
6. Rig pump delivery manifold shall be connected to the vibrator hoses through rigidly supported strainer cross to filter out unwarranted particles.
7. There shall be 5000 Psi working pressure gate valve on each mud delivery manifold for isolating each slush pump.

8. The HP safety relief valve from each slush pump should be provided to the active mud system. The HP safety relief line to be anchored properly to avoid vibration and prevent accident.
  9. The 5000 Psi pulsation dampeners on each pump shall be complete with suitable pressure gauge, charging hose assembly and charging gas for charging.
  10. Sufficient no. of additional intermediate 5000 psi WP pipes as mentioned above to facilitate extension of the delivery pipe upto 170 ft.; to meet the 18 m spacing between the wells in cluster location (1+ 3 wells).
  11. All delivery lines and fittings shall be NDT inspected as per API standard &/or OISD standards every 6 months of drilling. The Contractor shall also provide documentary evidence of API standard &/or OISD standards inspection carried out on delivery lines and fittings at the time of mobilization.
- H) **POWER PACK:** Diesel electric AC/SCR system complete with the following or suitable for AC/VFD Rig:
1. Engines - 4(Four) (Minimum) Nos. diesel driven fuel Oilfield engines (Approximate Minimum Combined Rating of 5800 HP) with CPCB approved Acoustic Enclosure & the exhaust stack height should meet the latest CPCB guidelines for DG sets of above 800KW (Environment Protection Act 1986). The engine capacity and the total rating shall be based on total power requirement of the rig & associated equipment for continuous operation of Draw works, three Mud Pumps, Top Drives/IRD and all other rig equipment as specified in this bid document.
  2. AC/DC Electric Motors: Adequate numbers of AC/DC motors with adequate continuous HP rating and for operation of draw works (Min. 2 motors, maximum 3), for slush pump - 6 No. motor at their respective rated capacity. The motors shall be complete with suitable blowers and ducting.
  3. AC/SCR or AC/VFD System – Suitable AC/SCR or AC/VFD systems of reputed make. Bidder to offer detailed technical specifications along with the bid.
  4. Rig package shall be complete with all electrical control room, 'SCR' cubicles or VFD & Rectifier Cubicles, DC power control room, AC power control room to match the auxiliary loads of mud system, water system, fuel system and air system mentioned in this section.
  5. Powerpack engines should have automatic fire detection and suppression system
  6. The above power pack shall conform to the following:
    - a) Power pack and SCR House or AC-VFD system control room to be place outside hazardous area, i.e., at a distance of 32 meters (Minimum) from the well center.

- b) All components shall be suitable for following ambient conditions:  
Temperature: Max. 45deg.C & Min. 05 deg.C  
Humidity: Max. 95% & Min. 60%  
Altitude: 100 to 300 M AMSL
  - c) Suitable de-rating factor shall be taken into account while choosing electrical / electronic components for high ambient temperature condition.
  - d) Engine cooling system shall be designed to withstand above temperature condition and the radiators shall be suitable for maximum 45 deg C ambient temperature.
  - e) Adequate air cleaning system and filters shall be provided on all engines to protect these from dust.
  - f) Power pack and electrical controls of the rig shall be complete in all respect to carry out drilling operations to the objective depth. The system shall meet the detailed technical specifications of rig electric system furnished in this document.
7. Power Pack for AC-VFD Rig shall have minimum 4 (four) nos. of Engine (preferably CAT 3512 B series) complying latest emission norms, coupled with the alternator and shall be unitized and enclosed in a weather-proof, acoustical, skid mounted enclosure. Power packs shall be Compatible for varying loading pattern, quick responsive to instantaneous load and torque changes Suitable for VFD controlled AC drives Easily serviceable both at site and at workshop. Compatible with suitable control signals coming from Power Control Rooms (these may be actuator control / speed sensor signals). The alternators (with the engines) shall be suitable for parallel operation.

**I) POWER CONTROL ROOM:** The PCR should be suitable for diesel electric AC-SCR or AC-VFD system.

1. Rig package shall be complete with all electrical control room, Main PCR with 'SCR' cubicles or 'VFD' panels, Auxiliary control PCR / AC power control room to match the auxiliary loads of mud system, water system, fuel system and air system mentioned in this section. Bidder may also quote for one single PCR, if the rig design permits. However, bidder should provide physical dimensions and weight of all the PCRs offered, along with the bid.
2. SCR / VFD System - Suitable SCR / VFD system should be of reputed make. Bidder should indicate detailed technical specifications in techno- commercial bid.
3. Bidder to submit the layout diagram of rig along with their offer showing the placement of power pack at a minimum distance of 32m from well head.
4. Suitable arrangement should be available for running of Drawworks and 03 nos. of slush Pumps simultaneously if required.

5. SMOKE DETECTION AND FIRE ALARM SYSTEM: All the PCR's shall have Smoke detection and Fire Alarm System as per requirement of OISD Std. No: 216 for Electrical Safety.

Following shall be the scope of supply for the Smoke detection and Fire Alarm System:

- (i) Smoke detector: Photoelectric or Ionized type: minimum 2 nos. per PCR.
- (ii) Control Panel with Manual call Point (MCP)
- (iii) Internal house buzzer
- (iv) External house Hooter

(J) **DRILLING MOTORS:**

- 1. Adequate numbers of motors: 2 or 3 nos. for operation of draw-works and minimum 01 no. each per slush pump at their respective rated capacity. Each motor shall be complete with suitable blower and ducting.
- 2. Bidder shall provide details of all such drilling motors while quoting.

(K) **OTHER CONDITIONS FOR ELECTRICAL EQUIPMENT:**

- 1. All outdoor equipment such shall be weatherproof with IP 55 protection as per India standards.
- 2. Electrical system shall be provided with all necessary cables, cables trays and grasshoppers to the derrick floor.
- 3. Explosion proof and vapour types LED/ fluorescent/ mercury vapour lighting system shall be used for lighting the mast and substructure.
- 4. Lighting fixture shall match API specification and the Mines Act, 1952 and its subsequent amendments and Oil Mines Regulation 2017.
- 5. The lighting system shall cover but not be limited to the following areas: i.e. lighting the mast and substructure, rig floor, power packs, power control room, plinth area, mud pumps, generator sheds, mud system, water system, fuel system, air system, BOP control unit, dog house, mud storage house, well site offices, chemical storage & lab. areas, camp etc.
- 6. Fixing arrangements of outdoor luminaries shall be such that this can be installed and dismantled quickly and easily for transportation during the inter-location moves.
- 7. Necessary provision for supplying power including electrical, to any other utility unit(s) including OIL's Service providers shall be provided by the Contractor whenever required.

(L) **EMERGENCY HOOTER:** The rig should be equipped with one emergency hooter.

(M) **EMERGENCY SHUT OFF SYSTEM:** An emergency shut off device shall be located in driller's panel and at suitable strategic location.

- (N) **EMERGENCY ALARM:** An electrically operated emergency alarm with provision for operating the same from driller's console should be provided.
- (O) **AUXILIARY GENSETS:** All Such gensets must meet CPCB norms as applicable.
- (P) **CELLAR PUMPS:** Suitable motor driven pump capable of cleaning fluids and cuttings from the cellar complete with all suction and delivery lines are to be provided. Pump should be suitable for class I, division 2 hazardous areas (as per OSHA) or Zone-I (as per DGMS guideline) and gas group I, IIA & IIB and with Flexible coupling. Alternately, a suitable cellar ejection system is also acceptable.
- (Q) **CAGED LADDER, RIDING BELT, FALL ARRESTOR, and EMERGENCY ESCAPE DEVICE ETC.:** The riding ladder to crown block shall be caged and equipped with fall arrestor. A suitable riding belt to be provided to meet any emergency or to carry out repairs above derrick floor. Suitable & effective emergency escape device from racking board to ground shall be provided. *All safety guidelines will be guided by OMR'2017.*
- (R) A flame proof intercom complete system shall be provided between doghouse, SCR room, mud pump, mud attendant's cabin, geologist's cabin, company representative's office and OIL's service provider's operational room.

## 7.2 **GROUP – II**

1. **BOP STACK AND WELL CONTROL EQUIPMENT** (As per applicable API specifications): All items including but not limited to those mentioned below shall be supplied by the contractor.

### **A) BOP STACKS / SPOOLS**

- i) 21.1/4" / 20.3/4", 2M or 3M Annular BOP (BOPs (Cameron/Cameron-Schlumberger/ Shaffer/Shaffer – NOV /Hydril/Hydrill- GE/ WOM) make only, 1 no. with bottom flange/ adopter flange to fit with 20.3/4" 3M working pressure, drilling spool.
- ii) 21.1/4" / 20.3/4", 2M or 3M Drilling Diverter spool with 2 (two) nos. of 9" x 1000 psi side outlets and 30# overall length to be used with 21.1/4" x 2 M / 20.3/4" x 3 M BOP.
- iii) 13.5/8" x 50000 psi Annular/Spherical BOP, 1 No. with bottom flange of 13.5/8" x 10 M Working Pressure (BOPs (Cameron/Cameron-Schlumberger/ Shaffer/Shaffer – NOV /Hydril/Hydrill- GE/ WOM) make only.
- iv)
  - a) One double ram BOP, 13.5/8" x 10000 psi (Cameron/Shaffer/Hydril/WOM make only) having top & bottom flange of 13.5/8" x 10 M Working Pressure.
  - b) One single ram BOP, 13.5/8" x 10000psi (Cameron/Shaffer/Hydril/WOM make only) having top & bottom flange of 13.5/8" x 10 M Working Pressure.
- v) One double ram BOP 7.1/16" x 10000 psi (BOPs (Cameron/Cameron-Schlumberger/ Shaffer/Shaffer – NOV /Hydril/Hydrill- GE/ WOM) make

only having top and bottom connection of 7.1/16" x 10 M flange, with side outlets (4 Nos.) complete with ring joints gasket, studs & nuts and with 2.7/8" and blind rams, one pair each.

- vi) One set each of 9.5/8", 7", 5.1/2", 2.7/8" pipe rams, two sets of 5" pipe rams or one set of 5" pipe ram along with one set of Top seal plus front packer elements and 1 set of blind rams should be supplied with above items no (iii). However, 02(Two) sets of Variable Ram to cover ranges from 4.1/2" to 7" will also be acceptable. Bidders to indicate the size of variable rams
- vi) All BOP should have crossover (Adopter flange to match 5000& 10000 psi well head i.e 13.5/8" x 5000Psi, 11" x 5000Psi and 11" x 10000Psi.
- vii) The Contractor shall provide the following:
  - a) New and unused Ring joint gaskets for all flanges with sufficient quantity as spares.
  - b) Adequate no. of studs & nuts for all flanges and wrenches to suit all nuts.
  - c) Operational spares for contractor's BOPs both annular and ram, including ram sub-assemblies of sizes to suit various tubular sizes including blind ram.
  - d) Annular BOP sealing element.
  - e) Maintenance / overhauling / repair services for above BOPs
- viii) Adapter / crossover spool 13.5/8" x 5,000 psi to 13.5/8" x 10,000 psi 1 No.
- ix) **Drilling spool**
  - a) 20.3/4" x 3000 psi: 1 No.: (30" - 36" high)
  - b) 13.5/8" x 10,000 psi: 1 No. (18" - 20" high)

**Note:** With facility for hooking up choke / kill lines having flanged side outlet of 3.1/16" in the same plane but in opposite directions.
- x) Cross over flange/adapter spool 11" x 5000 PSI TO 13.5/8" X 10000 psi with necessary ring joint gaskets.
- xi) Double studded adaptor flange / adaptor spool 11" x 10000 psi bottom, 7.1/16" x 10000 psi top with ring joint gaskets.
- xii) Cross-over/adapter spool with bottom flange of 20.3/4" x 3000 psi and top flange of 21.1/4" x 2000 PSI – 01 No.
- xiii) Double studded cross over flange with bottom configuration of 11" x 10,000 PSI and top configuration of 13.5/8" x 10,000 PSI complete with ring joint gaskets, stud & nuts.
- xiv) a) Companion flanges of appropriate sizes and numbers and suitable for all kill, choke, check valves and lines etc.
- b) Companion /suitable flanges for 3.1/16" to 2.1/16", 2.1/16" to 1.13/16" and 3.1/16" / 3.1/8" to 2" line pipe female thread.

- xvi) All BOPs shall be complete with sufficient numbers of studs with nuts & ring joint gaskets.
- xvii) Suitable risers with provision for hole filling line.
- xviii) Poor boy swivel and d/pipe shut-in valve 10000 PSI WP with compatible R/hose & D/pipe connections.
- xix) The contractor shall bring adequate quantity of studs, and ring joint gaskets and wrenches for hooking up all the above sizes of stacks and also for replacement of damaged ones.
- xx) The ultimate responsibility of making the well head complete lies with the contractor. Contractor shall identify and bring all other items, which are not mentioned above but required to carry out drilling operation.
- xxi) Bidder should provide a schematic diagram with the dimensions of BOP stacks for different sizes and stages of completion.
- xxii) All above BOPs should be hydraulically operated with hydraulic/ manual locking arrangement.

**Notes:**

- 1) BOPs should be either brand new or re-certified.
- 2) In case of Brand new BOPs the make should be as enlisted above in the clause no 7.2 A.
- 3) In case of recertified BOPs, recertification should done be as per OISD RP 174 (2016), following API 16 AR (latest edition) guidelines by an API 16A approved facility having 16A certification for the specific type of BOP. As a proof of recertification bidder should submit the certificate of conformance (COC) as per Annexure-F of API 16 AR (latest edition).
- 4) The COC should not be more than 01(One) year old or the certificate should be valid covering the primary term of contract including extension, if any.

**B) CHOKE & KILL MANIFOLD (As per API Spec. 16 C)**

- i) One set of 3.1/16" x 10,000 psi choke manifold rigidly supported, with two each of manually and hydraulically operated chokes. As per API Spec. 16C, First Edition 1993, Drawing No. 10.7.3 (Sec. 10.7) including control console mounted at derrick floor showing all necessary parameters.
- ii) The drilling spool should have side valves consisting of two each of manually operated and hydraulically operated gate valves, on two sides, size - 3.1/16" x 10,000 psi along with one number of check valves on kill line

**Or**

The drilling spool should have side valves consisting of two each of manually operated and hydraulically operated gate valves, on two sides,

with one size - 3.1/16" x 10,000 psi (For Choke line) and 2.1/16" x 10,000 psi (For Kill line) along with one number of check valves on kill line.

- iii) BOP/Casing head housing side valves: (One each) gate valve and check valve on kill lines side size 3.1/16" x 10,000 psi.
- iv) Kill lines and choke lines, articulated or flexible (Co-flexi preferred) of sufficient lengths to match drilling spool side outlet connections and kill/choke manifold connections. (Note: - kill pump will be placed at least 150 ft away from well bore).
- v) 10000 Psi WP rigidly supported kill manifold with provision for connection onto slush pumps and high-pressure killing pump by means of 2" ID x 10000 Psi chocks hoses.
- vi) Adequate number of 2" ID x 10000 Psi chocks hoses for hooking up well killing pump, test lines, emergency kill line etc.
- vii) Choke & kill manifolds shall be complete with all necessary studs & nuts, ring joint gaskets & fittings etc.

**C) BOP CONTROL UNIT (As per API Spec. 16 D)**

- i) 1 No. Koomey or internationally field proven make skid mounted accumulator & Control Unit for BOP. 3000 Psi WP to suit BOP and choke manifold configuration with two remote controls, adequate reservoir capacity to meet all the requirements & complete with skid mounted pipe racks to keep the control unit at about 100 ft away from the well. The unit shall consist of adequate number of accumulators of 11/15 gallon capacity each, & complete with necessary pressure actuator switches to make unit both automatic & manual. Bidder to forward the work sheet indicating the reservoir capacity & accumulator capacity along with the bid.
- ii) Arrangements for charging the accumulators with nitrogen, as and when required.
- iii) BOP control unit shall be complete with electrical and air operated pressurizing system, capable of pressurizing up to 3000 psi.
- iv) Adequate number of hydraulic accumulators, adequate capacity reserve tanks and all necessary fittings for safe operation of the BOP stack as specified earlier.
- v) BOP remote control unit with graphic visual display, one on the derrick floor and another on the opposite side 100' away from the well bore.
- vi) All electrical items should be suitable for hazardous area, zone-1 Gas Group I & II.
- vii) Sufficient number of high-pressure control lines shall be made available in pipe rack for connection between BOP & control Unit placed 100' away. Also adequate length of air hose bundles for connection of both remote control panels.

D) **WELL CONTROL ACCESSORIES**

- i) One no. Kelly cock suitable for 4.1/2" IF drill pipe connection.
- ii) IBOP with 4.1/2" API IF connections and necessary subs for 6.5/8"R
- iii) One set of BOP testing unit with suitable high pressure test pump.
- iv) One no. of 5" inside BOP for making up with drill pipe, having pressure ratings to suit BOP stack rating and with matching thread connections.
- v) Cup Testers for testing 9.5/8" OD (43.5-53.5 ppf) and 5.1/2" OD (17-23 ppf) casing with facility of interchange ability of cup to suit different weight of aforesaid casings, shall be provided by the Contractor

**Note:** All wellhead equipment/accessories viz. BOPs, spools, choke and kill manifolds, BOP Control Units etc. should be pressure tested to its rated capacity and as per OISD RP 174.

E) **HIGH PRESSURE WELL KILLING PUMP:**

- (i) One Diesel Engine Driven (equipped with speed reduction Gear Box / Transmission Box) National JWS 340 (10,000 PSI) or OPI 500AWS (15,000PSI) or equivalent High-pressure Low discharge plunger pump having plunger size of 2.3/4" or 3.1/2" of minimum 10,000 PSI working pressure and Stroke length of 5" to 6".
- (ii) The kill pump is to be equipped and supplied with suitable Diesel Engine Driven supercharger pump mounted on the skid itself, all the safety features and control mechanism. Minimum 300 feet (90 m) of 2" fig 1502 steel hose having requisite numbers of swivel joints for delivery line to connect with well head / Stand-pipe manifold, suitable suction line(s), necessary connections / fittings.
- (iii) There should be 60 bbls (approx.) capacity Suction Tank to be connected with the pump.
- (iv) There should be arrangement of supply of drilling fluid / water etc. to the tank as and when required.

2. **TUBULARS-** [ New/ Premium Grade- (API (NDT) inspection report)]

A) **DRILL PIPE / PUP JOINT (AS PER API SPECIFICATION SDP)**

Contractor shall provide new/unused Drill pipes and Pup joints. Supporting document in the form of manufacturer's certificate to this effect should be forwarded prior to mobilization. However, Premium grade drill pipes & drill pipe pup joints with recent NDT inspection as per API standard **(DS 1 Cat 3 Inspection )** with documentary evidence may be offered. But OIL reserves the right to inspect at random and verify through independent NDT inspectors for acceptance. In case of non-acceptance of the drill pipes & drill pipe pup joints due to any discrepancy, contractor shall have to re-inspect the whole drill pipes and drill pipe pup joints in presence of OIL's representative at their own cost.

- i) Minimum 4000 m of 5" OD, 19.5 PPF Drill pipe consisting of Gr. 'G' flash / friction welded, tapered or square shoulder, Internal External upset in range 2 length. Tool jt. Connection shall be 4.1/2" IF (NC 50) with hard banding on box ends.
- ii) Minimum 2000 m of 5" OD, 19.5 PPF Drill pipe consisting of Gr. 'S' flash / friction welded, tapered or square shoulder, Internal External upset in range 2 length. Tool jt. Connection shall be 4.1/2" IF (NC 50) with hard banding on box ends.
- iii) Minimum 1500 m of 3.1/2" OD, 13.3 PPF Drill pipe consisting of Gr. 'G' flash / friction welded, tapered or square shoulder, Internal External upset in range 2 length. Tool jt. Connection shall be 3.1/2" IF (NC 38) with hard banding on box ends
- iv) 3 Nos. each of 5 inch OD, Grade 'G' pup joints of 5ft. 10ft and 15 ft length with identical specification as in (i)& (ii) above but without hard banding.
- v) 3 Nos. each of 5 inch OD, Grade 'S' pup joints of 5ft. 10ft and 15 ft length with identical specification as in (i)& (ii) above but without hard banding.

B) **DRILL COLLARS & HEAVY WEIGHT DRILL PIPE**

Should be premium class supported by API (NDT) inspection report

- i) One No. 9.1/2" OD, 3" ID, slick/ spiral drill collar of 15 ft. length, with API 7.5/8" regular connections, having bore back box up & down connection with slip recess & complete with suitable lifting plugs.
- ii) 3 nos. 9.1/2" OD, 3" ID, slick/ spiral drill collar approx. 30-31ft length, with API 7.5/8" regular connections, having bore back box up & down connection with slip recess & complete with suitable lifting plugs.
- iii) 18 Nos. 6.1/2" OD, 2.13/16" ID, 4" IF, 30 ft. long, spiral drill collars having bore-back box and stress relief pin, with slip recess and complete with suitable lifting plugs.
- iv) 18 Nos. 4.3/4" OD, 2.1/4" ID, NC35, 30 ft. long, spiral drill collars, with slip recess and complete with suitable lifting plugs.
- v) 30 No. 5" OD, 50 PPF, 3" ID 30 ft long, 6.1/2" OD tool joints 'heavy-weight' with Hard Banding drill pipes with 4.1/2" IF box-up & pin down connection with stress relief.
- vi) 18 No. 3.1/2" OD, 37.7 PPF, 2.1/16" ID 30 ft long, 4.3/4" OD tool joints 'heavy-weight with Hard Banding' drill pipes with 4.1/2" IF box-up & pin down connection with stress relief.
- vii) 09 Nos. 8" OD, 3" ID, 6.5/8" API regular, 30 ft long, spiral drill collars having bore-back box and stress relief pin, with slip recess and complete with suitable lifting plugs.
- viii) Drill collars with elevator recesses with sufficient fishing neck in addition to slip recesses shall be acceptable.

- ix) Minor variation in dimension for drill collars and heavy weight drill pipes shall be acceptable.

C. **ONE LOT OF NECESSARY SUBSTITUTES, STABILIZERS, REQUIRED FOR DRILL STRING AS WELL AS FOR COMBINATION STRING:**

All items including but not limited to those mentioned below shall be supplied by the contractor. Should be supported by API (NDT) inspection report.

C.1 **BIT SUB**

- i) 1 No. 9.1/2" OD x 7.5/8" API regular double box bit subs with recess for Baker back pressure valve insert.
- ii) 2 Nos. 6.1/2" OD x 4.1/2" API regular box down x 6.1/2" OD x 4" IF (NC 46) box up bit subs.
- iii) 2 Nos. 9.1/2" OD x 7.5/8" API regular box down x 8" OD x 6.5/8" API regular box up bit sub with provision for back pressure valve insert.
- iv) 2 Nos. 8" OD x 6.5/8" API regular double box bit sub with provision for back pressure valve insert.
- v) 2 Nos. 4.3/4" OD (3.1/2" Regular Box – NC-35 Regular Box) bit sub.

C.2 **CROSS OVER SUB**

- i) 1 No. 6.1/2" OD x 4" IF box up, 9.1/2" OD x 7.5/8" API regular pin down cross over subs.
- ii) 2 Nos. 4" IF box up x 6.5/8" API Regular pin down crossover bottle neck subs.
- iii) 3 Nos. of 6.1/2" OD cross over sub with 4.1/2" API IF Box up x 4" API IF Pin down connection.
- iv) 1 No. 6.1/2" OD cross over subs with 4.1/2" API regular pin down and 4.1/2" IF box up connections.
- v) 1 No. 8" OD x 6.5/8" API regular box up and 9.1/2" OD x 7.5/8" API regular pin down cross over sub.
- vi) 2 Nos. of 4.1/2" IF Box up x 6.5/8" API Reg. Pin down bottle neck sub.
- vii) 2 Nos. of NC35 Box up x 4.1/2" Pin down bottle neck sub.
- vii) Double pin sub of undernoted connection with appropriate OD x ID
  - a) 4" IF x 4.1/2" API Reg.: 1 No.
  - b) 6.5/8" R - 6.5/8" R: 1 No.
  - c) 6.5/8" R - 7.5/8" R: 1 No.

C.3 **STABILIZERS- One set of stabilizer**

- i) 1 No. in-string integral blade/welded / replaceable sleeve type stabilizers having 7.5/8" API regular connection for 26" hole.
- ii) 17.1/2" sleeve type with mandrel size 9.1/2" OD & 7.5/8" API regular connections and with adequate nos. of replaceable sleeves.
- iii) 12.1/4" sleeve type stabilizers with mandrel 8"OD, 6.5/8" API Reg. Connection. This stabilizer shall be used in conjunction with 12.1/4" sleeve. Adequate number of replaceable sleeves shall be available as back-up.
- iv) 8.1/2" sleeve type stabilizers having 4" IF box up x 4.1/2" regular box down connection respectively, and with adequate numbers of replaceable sleeves.
- v) 6" sleeve type stabilizers having 3.1/2" Regular Box – NC-35 Regular Box down connection respectively, and with adequate numbers of replaceable sleeves

NOTE: One set means 01 number of near bit & 03 nos. of string stabilizers easy replaceable or integral blade type

C.4 **OTHER SUBS**

- i) Adequate nos. of Kelly saver and protector subs (with adequate numbers of rubber protectors) for 5.1/4" Hexagonal Kelly & 2.1/2" or 3# Square/ Hexagonal Kellies for entire duration of the contract.
- ii) All rotary substitutes and other substitutes necessary in pressure line etc. required to carry out drilling and all other rig operations shall be supplied by the contractor in sufficient quantity and it will be contractor's responsibility to find out the requirement.

D. **ONE NO. (1 BACK UP) 5.1/4" HEX AND 1 NO. 2.1/2" or 3# SQUARE / HEXAGONAL KELLY WITH THE FOLLOWING** : ( This is the minimum inventory to be made available at all times)

- i) Upper Kelly Cock, Pressure rating 10000 psi WP (Total 2 Nos. i.e. 1+1).
- ii) Lower Kelly Cock, Pressure rating 10000 psi WP-(Total 2 Nos. i.e. 1+1)
- iii) Kelly grief sub with rubber protector installed.
- iv) Kelly saver sub & I- BOP saver sub
- v) Kelly spinner as per requirement

E. All tubular, rotary substitutes shall be NDT inspected as per API standard after completion of every 6 months of drilling. Contractor shall also provide documentary evidence of API standard inspection carried out on tubular and rotary substitute at the time of mobilization.

F. **HANDLING TOOL**

All items, including but not limited to those mentioned below shall be supplied by the contractor. Please note that the ultimate responsibility lies with the contractor for supply of all handling tools as per their inventory of items.

a) **ELEVATORS**

- i) 1 Set consisting of total two nos. 500 tons capacity, 13.3/8" spider dressed as elevator and slip complete with all accessories and slip assemblies to handle 5', 5.1/2", 7", 9.5/8", 13.3/8" casing.
- ii) 2 Nos. 150 Ton side door elevators for 20", 13.3/8", 9.5/8", 7", 5.1/2" & 5" Casings.
- iii) 2 Nos. each centre latch elevator, capacity 100 ton, for 9.1/2", 8", 6.1/2" & 4.3/4" drill collars (for use in conjunction with lift plug only).
- iv) Lift plugs in sufficient quantity for all sizes & nos. of drill collars.
- vi) 2 Nos. Centre latch elevator, capacity 350 ton, for 5" OD drill pipe. Elevator should match type of shoulder of drill pipe offered by contractor.
- vii) 2 Nos. centre latch elevator, 150 ton capacity for 3.1/2" OD drill pipe (tool joint OD 5").
- viii) 2 Nos. centre latch elevator, 150 ton capacity for 3.1/2" OD SLH-90 drill pipe (tool joint OD 3.7/8").
- vii) 2 Nos. each of centre latch elevators, capacity 150 ton, for 2.7/8" OD EUE tubing and 2.7/8" OD Vam tubing.
- viii) 1 No each of Single joint elevators complete with swivel and sling assembly for the sizes of 20", 13.3/8", 9.5/8", 7", 5.1/2" & 5" Casing.
- ix) Any other handling tool as felt necessary by the contractor. Supply of elevators for all sizes of tubular with replaceable spares shall be the responsibility of the contractor.

b) **ROTARY SLIPS**

- i) 1 No. Casing hand slips each for 37.1/2" rotary table for handling: 20", 13.3/8", 9.5/8", 7", 5.1/2" and 5" casings.
- ii) 2 nos. hand slip / power slip for handling 5"/3.1/2" OD drill pipes medium / extra long type to suit pin / square drive master bushing. Contractor should also provide slips to handle 5.1/2" OD tubular.

- iii) 2 Nos. medium rotary slip (hand / power) complete with inserts for 2.7/8" Drill pipe/Tubings.
  - iv) 1 set consisting of total two nos. for all sizes of drill collar.
  - v) 1 set consisting of total one no. of 2.7/8" manual tubing spiders.
  - vi) Any other handling tools as felt necessary by the contractor. Supply of slips for all sizes of tubular with replaceable spares shall be the responsibility of the contractor.
- (c) **SAFETY CLAMPS:** Safety clamps to handle all sizes of drill collars.
- (d) **RIG TONGS:**
- Complete sets of Rotary tongs in pairs with 2 sets of extra jaws and replaceable spares of required capacities & sizes to handle the following tubular:
- i) 2.7/8" / 3.1/2" & 5" OD drill pipes/ tubulars & drill collars of all sizes upto 9.1/2" OD.
  - ii) Tubing tongs (both 2.7/8 OD EUE N-80 and VAM) including coupling tong.
  - iii) 20", 13.3/8", 9.5/8", 7", 5.1/2" & 5" casings.
- Note: In case the rig is equipped with Iron Rough neck with part range / complete range of tubulars, same is also acceptable
- (e) **HYDRAULIC / PNEUMATIC TUBULAR HANDLING TOOLS**
- i) Hydraulic power casing tongs complete with hydraulic power unit with suitable prime mover, standard accessories and pivot head for:  
20", 13.3/8", 9.5/8", 7", 5.1/2" & 5" casing: 2 Nos.
  - ii) 1 no. Pipe spinner for handling drill pipes/ tubulars in the range 3.1/2" - 5" OD complete with all necessary fittings.
  - iii) Suitable sizes of pneumatic Kelly spinner: 1 No. (For 5.1/4" Kelly)
  - iv) The operator for power casing tong shall be provided by the contractor at their own cost.
  - v) Hydraulic tongs to handle 2.7/8" & 3.1/2" tubings.
  - vi) Any other tongs as felt necessary by the contractor. Supply of tongs for all jobs shall be the responsibility of the contractor.
- (f) **ELEVATOR LINKS:**
- 1 Set each of suitable size and length weld-less links of capacity 350 Tons - 2.3/4" x 108" (min.) and 500 Tons - 3.1/2" x 132" (min.)

G. **BIT BREAKER / THREAD PROTECTORS / NOZZLES GAUGE / STABILIZER GAUGE**

- i) 1 No. each bit breakers for 26" & 17.1/2", 12.1/4", 8.1/2", 6" for TCR bits (compatible with master bushing).
- ii) 1 set consisting of 2 nos. each size clamp-on or equivalent casing thread protectors for 20", 13.3/8", 9.5/8", 7", 5.1/2" & 5" sizes
- iii) Stabilizer gauges and bit gauges of 20", 17.1/2", 13.3/4", 12.1/4" 8.1/2" sizes.
- iv) Nozzle gauges for various sizes of nozzles.

H. **AIR WINCH:**

1 No. Air winch mounted on derrick floor (one on drillers side & other on off drillers side) having pulley at crown block suitable for 5/8" soft wire line.

I. **FISHING TOOLS:**

All items mentioned below shall be provided by the contractor. Supply of all fishing items and recovery of all fishes in every sizes of hole shall be the responsibility of contractor. However, fishing tools other than listed shall be supplied by Company as and when required.

- a) **Overshot:** Series 150 Bowen or Equivalent releasing and circulating overshots for operation in 12.1/2", 8.1/2"& 6" hole to catch all sizes of Driller collars, heavy weight drill pipes, drill pipes and substitutes as provided by the contractors, with various sizes of spiral grapple, suitable extension sub and oversized lipped guide for operation in 17.1/2" hole.
- (b) **Safety Joints:** 1 No. of Bowen or equivalent for operating in 12.1/4" & 8.1/2"hole size.
- (c) **OTHER FISHING TOOLS**
  - i) **REVERSE CIRCULATING JUNK BASKET:** 1 No. each Bowen or equivalent R.C.J.B complete with accessories for the various hole sizes i.e. 17.1/2", 12.1/4", 8.1/2", 6" etc. for 5.1/2" & 5" completion wells as per requirement.
  - ii) **JUNK SUBS:** 1 No. each Bowen or equivalent Junk subs for operating in the various hole sizes for 5.1/2& 5" completion wells as per requirement.
  - iii) **FISHING MAGNET:** 1 No. fishing magnet with standard fishing neck for operating in 12.1/4", 8.1/2" hole& 6" hole.
  - iv) **IMPRESSION BLOCK:** 1 No. impression block with standard fishing neck for 12.1/4", 8.1/2" & 6" hole size.
  - (v) **JUNK MILL:** 1 No. each junk mill with standard fishing neck for hole sizes of 12.1/4", 8.1/2"& 6". All materials required for re-

dressing of mills shall be provided by the contractor. Re-dressing of mill, if any, shall be carried out by the contractor.

- (d) Hydraulic Jar/ Hydro- Mechanical: (Drilling Jar) - One no. each Type "Z" Bowen or equivalent of other make as mentioned above of 6 ½" / 6¼", 4¾" & 4 ¼" OD Jar.
- (e) Hydraulic Jar/ Hydro- Mechanical: (Fishing Jar) - One no. each Type "Z" Bowen or equivalent of other make as mentioned above of 8"/7.3/4", 6 ½" / 6¼", 4¾" & 4 ¼" OD Jar.

J. **CASING SCRAPPER / ROTOVERT:**

01 no. each Casing Scrapper (min. 540° contact area) for 9-5/8" (47 PPF) 7" (29 PPF), 5-1/2" (20 PPF)

K. **FIRE FIGHTING SYSTEM:**

Contractor shall provide all Fire Fighting equipment as required under the service as per the provisions of OISD STD 189 & Mines Act of India.

- i) The contractor shall lay a 4" dia. firefighting delivery line with adequate number of fire hydrants and monitor located at strategic points which must be connected to the delivery of the Trailer/skid mounted Engine driven fire pump- 01(One) no. of capacity min 1800LPM @7kg/cm2. Contractor shall provide all necessary firefighting and safety equipment as per laid down practice as specified under OISD - STD - 189 and OMR.
- ii) The fire pump should be permanently hooked up with the water tank and fire water line.
- iii) The fire water line shall be designed and properly supported to withstand pressure/reaction force at 7kg/cm2 and shall have two independent connections with NRV to hook up fire water pump and fire water tender.
- iv) The hydrant and monitors shall be mounted on 4" size stand post and situated 1.2m above ground level.
- v) Hose box at each hydrant point shall be provided and equipped with two fire hoses and one multipurpose nozzle. Alternatively, group of hydrants to be provided with hose hut with enough standard fire hoses and multi-purpose foam cum water, spray nozzle. Hose hut should be quick and easily accessible from hydrants.
- vi) This is a mandatory requirement and shall be frequently tested for firefighting purposes. In case of non-conformance, OIL reserves the right to stop further operations and nil day rates will be applicable till the time the line is made functional.
- vii) The contractor shall comply with any / all other regulation (s) that comes into effect from time to time in this regard.

- viii) Two nos 50 KL capacity water storage tank for Fire Fighting to be made available.
- ix) independent source of source water supply along with motor/engine driven pump must be made available for filling up of the firefighting water storage tanks.
- x) A Fire Siren – Manual & Electrical siren as fire alarm shall be provided.
- xi) Windsock, intrinsically safe torch, SCBA (Self Contained Breathing Apparatus) set (30 minutes capacity) - 02 nos. should be provided.
- xii) Contractor shall provide portable fire extinguishers which should be located at convenient locations, clearly visible and easily accessible.
- xiii) The Contractor shall comply with any / all other regulation(s) of OISD (India) & DGMS (India) that comes into effect from time to time in this regard. Regular fire drills should be conducted. Mock fire drill should be conducted at least once in a month & records of all such drills should be maintained properly.

**L. TRANSPORTATION SERVICES**

**a. OIL's Responsibility**

- i. Transportation of company's personnel and materials/Equipment (those not attached with the rig) will be company's responsibility. Contractor will however be responsible for providing all facilities including use of their crane and personnel for unloading/loading and proper stacking/storing of company's materials at drilling site/camp site.
- ii. Chemicals required for preparation of mud and completion fluid, and Cement shall be supplied by OIL. To & fro collection, transportation, loading/unloading, stacking etc of these chemicals /cement shall be carried out by OIL, as and when required.
- iii. In case of well emergency, it is the responsibility of OIL to supply/transport Chemicals, Cement etc. to well site
- iv. Well consumables like casing, tubing, well head etc. shall be supplied by OIL. To & fro' collection, transportation will be provided by OIL and loading/unloading, stacking etc. at well site of these consumables shall be carried out by the contractor, as and when required, with the help of Contractor's crane.

**b. Contractor's Responsibility**

- i) Transportation of contractor's personnel & their material from camp site to drill site and between drilling sites shall be the responsibility of the contractor. All vehicles deployed for this purpose should be in prime condition.
- ii) All requirements of crane(s), during rig up/rig down & inter-location movements are to be provided by the Contractor. Any additional requirement of crane(s) for any specific purpose at site during well operation shall also be provided by the Contractor.

- iii) Bits required for drilling of wells shall be supplied by OIL. However, it is the responsibility of Contractor for loading/offloading and to transport the same from Company's yard/Go-down.
- iv) The contractor must provide at their cost, equipment & services of the following minimum number:
  - a. Sufficient numbers of Diesel Hydraulic, Truck mounted Telescoping Boom mobile crane during rig up /rig down & inter-location movements of Rig package.
  - b. Sufficient number of load carrying vehicles and cranes so that the inter-location movement is completed without any delay.
  - c. Minimum 1 no. of Diesel Hydraulic, Truck mounted, Telescoping Boom mobile crane of 40 Tonne minimum capacity to be made available at all times at well site.
  - d. During Inter-location Movement, any left out consumables including but not limited to, well head, casing, tubing or any kind of tubular, bits, chemicals, barytes, bentonite etc. should be collected, loaded, unloaded, stored, handled, transported between locations by the Contractor or as directed by OIL. The maximum load requirement of OIL's equipment will be of around 06(six) trailers.

Rig down/Rig up/transportation of Company's materials/ items attached to the rig shall be done by the contractor.

**M. MISCELLANEOUS TOOLS & EQUIPMENT**

- a) 1 No. each of circulating head with hammer union connection for 20", 13.3/8", 9.5/8", 7", 5.1/2" BTC casings, 2.7/8" IF & 2.3/8" IF drill pipes.
- b) 1 No. poor boy swivel for 4.1/2" IF drill pipes.
- c) Circulation Heads
  - i) One No. circulating head for 5" OD x 4.1/2" IF drill pipe fitted with quick opening gate valve and Chicksan hose connection.
  - ii) One No. of circulating head for 2.7/8" EUE tubing.
  - iii) One no. of tubing shut in valve for 2.7/8" EUE tubing.
- d) Mud basket for use during round trips with Drill Pipes of sizes 5" & 3.1/2" and other tubular.
- e) Adequate number of appropriate size back pressure valves to be installed on bit subs during different stages of drilling (complete with installation tool).
- f) Deleted
- g) One No. of additional reels of 7500 ft. each, 1.3/8" or 1.1/2" IWRC drilling line (as per specification of the rig).

- h) Appropriate riser for all stages of drilling.
- i) Complete sets of tools/wrenches.
- j) Suitable size & number of bell nipples and flow nipples for making up at the well head.
- k) Suitable capacity (engine or electrically driven pump reciprocating/centrifugal type) for pumping gauging water to cementing hoppers.
- l) Welding Machine: Diesel/ Electric powered electric welding generator capable to generate welding current at 480 Hz with Constant Current characteristics with all associated welding and cutting apparatus, Oxy-acetylene cutting equipment's with flash back arrestor, brazing etc. Engine should be fitted with spark arrestor. All consumables shall be supplied by the contractor.

N. **OTHER PROVISIONS TO BE PROVIDED BY CONTRACTOR**

- a)
  - (i) The contractor shall provide, at his cost a barites loading platform with shed to facilitate storing and mixing of mud chemicals at well site. The size of the platform should be 700-800 sq, ft to accommodate around 30 MT of Barites and 10 MT of Bentonite. The loading and unloading of materials in the shed and in the barites and bentonite mixing hopper shall be done by the contractor.
  - (ii) Contractor shall make, maintain and use drilling mud as per drilling policy with water loss, weight, viscosity in accordance with mud programme as the OIL may decide as per good oilfield practices, Diligence in keeping the hole and all strings of casing and space between casing filled with drilling mud shall be exercised. Contractor shall maintain and test drilling mud at least twice each hour for weight and viscosity. The contractor shall record the result of such tests and use of mud and mud chemicals in its daily drilling report. Contractor will also be required to keep hourly record of mud weight, viscosity (in and out), active tank volume etc. making and maintaining the drilling fluid will be contractor's responsibility at his own cost. The detailed mud testing is to be carried out at the well site laboratory twice everyday by Contractor.
- b) During well testing (Production Testing)
  - (i) **Schedule - 1**
    - 1. Making & breaking including stacking and running in of production tubing (both 2.7/8" OD EUE N-80 and VAM tubing) as per the standard practice.
    - 2. Installation of Tubing) Head Spool, packing of secondary seal and testing of the same as per the rating.
    - 3. Testing of X-Mass tree and installation of the same.

4. Making necessary tubing/ casing connections to the well head set up.
5. Hooking up of the production equipment namely Tanks, Separator, Steam jacket, ground X-Mas tree etc and test the same before commissioning as per the requirement.
6. To make the gas flare line to the flare pit.
7. To measure the flow rate and to analyze the produced fluid as and when required.
8. To maintain the tubing tally including any down hole production equipment run.
9. All necessary surface connections to be made by the contractor for enlivening of the wells using nitrogen pumping unit. Crane services to be provided by OIL in case any CTU operation is carried out.
10. Hooking up of the steam lines to production tanks and steam jacket.

(ii) **Schedule -2**

1. All production equipment's namely X-Mass tree, Tubing head spool, Hanger flange / Tubing hanger, Separators with all accessories, Tanks, Steam jacket, Ground X-Mas tree, Tubings (both EUE N-80 and VAM), Pipes for surface fittings and flare line etc will be provided by Production Oil Department.
2. All tools required for making up of the above equipments are to be supplied by the contractor i.e. Elevators, slips, Tubing tong, Coupling tong, Hydraulic pumps and other necessary equipment's for hydraulic testing of the separators, X-Mas tree, Ground X-Mas tree, Steam Jacket etc. to be provide by the contractor.
3. Consumables as thread dopes to be provided by the contractor.

(iii) Mud testing laboratory inclusive of all well site testing equipment as per following list to be provided by the Contractor.

- a. Baroid Mud Balance # 2 nos. (1 for Mud cabin for Attendant & 1 for Mud testing Laboratory)
- b. Marsh Funnel Viscometer # 1 no.
- c. Fann VG meter # 1 no.
- d. API Fluid Loss Apparatus # 1 no.
- e. High Pressure/High Temperature Fluid Loss Apparatus # 1 no.
- f. Lubricity Test Equipment # 1 no.
- g. pH Meter # 1 no.
- h. Salinity Measurement Kit # 1 set
- i. Sand Content Measurement apparatus # 1 no.
- j. 2 Pan Balance # 1 no.

- (iv) OIL reserves the right for inspection and verification of the rigs and associated ancillaries during any time after bid closing date. Bidder should confirm acceptance of this clause in their bid.

### **7.3 GROUP - III (MUD /AIR/WATER/FUEL SYSTEM)**

#### **A) MUD SYSTEM**

- a) A mud system having an active capacity of approximately 1200 bbls/190M3 and gross capacity of 2200 bbls/350M3 including reserve capacity, with the following tanks / tanks compartments
- Shaker tank
  - Intermediate tank
  - Suction tank
  - One trip tank (80 bbls / ~ 13M3 minimum, with 2" x 3" centrifugal pump and 25 HP explosion proof electric motor Trip tank should have suitable calibration of 0.5 bbl sensitivity)
  - One mixing tank
  - Three Nos. of reserve tanks to accommodate the above reserve capacity.
  - Pre-flush tank, gauging water tank & slug tank (Slug tank should be a part of suction tank capacity around 60 bbls)
  - Continuous casing fill up system for all sizes casings.
  - All mud tanks are to be provided with Drill water & Diesel supply lines

- a. **NOTE:** Provision of suction of mud from any of the reserve tanks with any of the mud pumps and with suitable facilities for transfer of mud from active to reserve tank or vice versa. Also, suction from intermediate tanks to mud pumps to be possible.

- b) The mud system should include the following:

- i) High Speed Linear Motion Shale Shaker [LMSS] single or twin unit / Balanced Elliptical motion with minimum 7 G force capable of handling at least 1500 GPM [With 1.08 sp. Gravity water/ polymer-based mud] and sufficient number of screens from API 20 to 250 mesh size for drilling various hole sections.
- ii) Linear Motion Mud Cleaner, capable of handling at least 1500 GPM [1.08 sp. Gravity water/ polymer-based mud], having screen size up to API 325 mesh size with Desander & Desilter installed over it having the following capacities:
  - a) Desander (Hydro cyclone type) capacity at least 1500 GPM, with minimum 3 vertical 12" cones complete with TRW Mission (8" x 6" x 14") or equivalent centrifugal pump and 75 HP (min) motor.
  - b) Desilter (Hydro cyclone type), capacity at least 1250 GPM, (With 16-20 cones arranged in 2 rows or circular arrangement) complete with TRW Mission (8" x 6" x 14") or equivalent centrifugal pump and 75 HP (min) motor.

- iii) Degasser, Vacuum type capacity at least 1200 GPM, complete with suitable compressor, motor and proper gas disposal system with poor boy degasser chamber for disposing gas beyond hazardous area / zone.
  - iv) 2 (Two) nos. (min) 10 HP (min) mud agitators with suitable gear box & 4(min) bottom gun jet per tank and mud guns for proper churning of mud with TOR :50 (min)
  - v) Mud mixing system, consisting of low pressure hoppers and electric motor driven centrifugal pumps. The System should be capable of mixing mud up to 19 PPG, approx. the system should contain atleast two hoppers & two 75 to 100 HP centrifugal charging pumps.
  - vi) The active mud system should have one platform adjoining the tank with approx. dimensions of 30' x 20' for keeping Bentonite barites & other materials for mixing purposes. Alternatively, contractor should keep adequate provision for keeping Bentonite, barites and other chemicals at site.
  - vii) The reserve tank should have independent suction & delivery lines with mixing arrangement through the hopper.
  - viii) Electric motor driven centrifugal pumps for above mud cleaning and degassing equipment. Throughout the tank system the following lines shall be installed as required complete with all necessary valves fittings & unions:
    - suction lines
    - mud roll line
    - discharge line
    - Water line
    - Mix line.
  - ix) Centrifuge: Brandt's HS-3400 /Derrick / Kemtron/ SwacoHigh G-force capacity and with long clarification area to process approx. 170 gpm with feed density of 9.3 ppg mud [approx.] at more than 2000 G's. The functions of solids sedimentation, separation and draining are all to be combined in the centrifuge. The unit should be complete with charging pump, Main Drive Motor [FLP type], hydraulic drive, and torque control assembly for centrifuge.
- [Note: All safety measures are to be adopted in placement as well as operation period.]
- x) In case, LWC is used while combating stuck pipe situations. LWC shall be provided by OIL free of cost to the contractor. The contractor's responsibility shall be to provide storage facility and infrastructure to utilize the LWC at any moment. In addition, diesel fuel may also be used, for releasing stuck pipe, if the situation so demands, and which shall be provided by the contractor in sufficient quantity and as many times as needed. Cost to be reimbursed by the Company at actual.

- xi) Adequate capacity pre-flush tank, gauging water tank slug tank within the suction tank of approx. capacity 60 bbls with all necessary fittings, valves, connection etc. shall be provided by the contractor.
- xii) Moreover the following shall also be provided by the contractor:
  - (a) a suitable number of stairways from ground to top of tanks, from ground to choke manifold level, from choke manifold level to top of tank.
  - (b) One crossover platform from mud tank to substructure complete with stairs.
  - (c) Tank shall be covered with bar grating.
  - (d) Hand rails shall be provided on all the outer boundaries of the tanks.
  - (e) The mud tanks and all other accessories are to be mounted on rugged oilfield skids. Mud tanks should be in good working condition and rugged enough to last the entire duration of contract including an extension if any, without having to undergo repairs irrespective of their movement.
- (c) **CABIN FOR MUD ATTENDANT:** A cabin of dimension 5' L x 5' W x 8' height mounted on a skid with one sliding door, 3 safety glass windows (on 3- sides), one knowledge box and one tool box and standard mud lab Baroid Model No. 821-40 shall be provided by the contractor. The inside walls of the cabin are to be provided with thermal insulation and laminated boards. The cabin shall be placed near the intermediate tank at the level of the walkway.

B) **RIG AIR SYSTEM:**

Rig air compressor package complete with utility hut consisting of the following.

- i) Two Nos. electric motor driven reciprocating / centrifugal air compressors each having a capacity of min. 90 CFM at 125 psig working pressure, complete with all accessories.
- ii) One number cold start compressor capacity of minimum 30-40 CFM at 150 psig rated working pressure, driven by diesel engine.
- iii) 2 nos. air receiver hydraulically tested within last three years with documentary evidence. These receivers should be as per rig design and deployment of the equipment and should be of enough capacity to cater the need of air requirement for smooth operations and complete with air dryer, safety relief valve, condensate drain trap etc.

C) **WATER SYSTEM:**

The water system should conform to the minimum requirements as given below for guidance.

- (a) **Three Nos. water tanks :**(also to be used as gauging water tank)

**Total storage capacity:** 170 M3 (approx.)

Fitted with two centrifugal pumps (as water booster) having capacity minimum 80 m<sup>3</sup> per hour and 26 m head and complete with suction and discharge lines for operation of either or both pumps. At least two (02) tanks should be fitted with 02(Two) no. of agitator each along with hopper arrangement for mixing chemicals

One set piping: Std. size & complete with suitable valves for supply of water to mud system from the above 3 tanks.

- (b) Water Supply: The contractor shall be responsible for arranging suitable capacity pump for drawing source water from minimum 15 m water source below ground level with all necessary piping, and other set-up.

The Contractor shall be responsible for procuring, transporting and storing/supplying adequate quantity of both drill / potable water to well site / campsite at their cost. The company shall in no way be responsible for any water arrangement whatsoever at well site / campsite.

- (c) **Fuel Tank:**

Two No Fuel tanks with adequate storage capacity of fuel along with DGMS approved decanting facility for decanting of Diesel from Diesel tankers to storage tanks must be available.

**NOTE:**

- i) In case, the rig remains idle for want of a minimum required quantity of acceptable quality water, then 'NIL' day rate shall be applicable for the entire period of shut-down.
- ii) In case of total mud loss into the formation while drilling or in case of fire fighting, if the whole water stock is consumed, then 'nil' day rate will not be applicable. However, the contractor has to take urgent & all-out effort to replenish the stock immediately in order to tackle the water problem.
- iii) If source water cannot be located within the plinth areas, because of sub-surface formation reason, the contractor shall have to set up water supply station at the nearest available source.
- iv) To cater the need of all emergencies an alternate adequate water source should be identified & arrangement should be kept ready to provide water to camp / well-site to meet the emergencies.
- v) Flow meter shall be provided with the ground water drawing system and records to be maintained at well site. Contractor shall be responsible for keeping records for water consumption at wellsite.

**D. ELECTRICITY**

- (a) Generation and supply of electrical power for running the entire operation and for various uses in the camp and well site shall be done by the contractor. Provision shall be made for standby generators both at camp & well site to ensure uninterrupted supply of electricity. Adequate lighting shall be provided in the camp, campsite, and drill site by the Contractor. Supply of electricity to company's mud logging unit and other equipment which operate on 220/415V - 50 Hz shall also be the contractor's responsibility at their cost. The contractor

must provide facility for running all electrical equipment of OIL & their own both at 50Hz - AC and 60 Hz AC capacity wherever they are applicable. Rig lighting system shall conform to API standard and be connected to the main rig power system. Standby provision should be kept to meet the requirement as and when necessary. In addition the contractor must provide 5 (Five) Nos. of Flasher type aviation warning light for fixing at mast and conforming to API standard, which shall be used as per OIL#s instruction.

- (b) All electrical equipment such as motors, light fittings, push button stations, plug & sockets, junction boxes, motor starters etc. used in hazardous area should be suitable for use in hazardous areas of Zone I and Gas group IIA & IIB of Oil Mines and shall conform to IS/IEC/EN:60079-0:2011 & IS/IEC/EN:60079-1:2007. The bidders shall submit test reports conforming to the above relevant standards from an Indian Government Laboratory or NABL accredited laboratory or IECEx accredited laboratory or ATEX notified body, which is not a part of manufacturer's facility. Bidder shall provide copies of above test reports along with technical bid. Above Test Reports no should be engraved on the name plates of such equipment.

In case such test reports for any or all the electrical equipment are not available at the time of bid submission stage, the bidder shall categorically confirm in their bid that same shall be submitted before commencement of operation. OIL shall reserve the right to withhold the permission to commence the operation in case of non-submission of the above test reports.

Note: All multicore cables to be used in the rig should be metallic screened and certified by CIMFR/ recognized laboratory of country of origin.

- (c) In case of 3-phase and 4 wire systems & the middle conductor of a 2 phase 3 wire system - The neutral conductor shall be earthed by not less than two separate and distinct connections with a minimum of two different earth electrodes or such large number as may be necessary to bring the earth resistance of neutral to a satisfactory value [CEA Regulation 41(i)].

- (d) The neutral system should be such that, the fault current shall not be more than 750 mA in installations of voltages exceeding 250V and upto 1100 volt system for oil mines. The magnitude of the earth fault current shall be limited to the above value by employing suitably designed restricted neutral system of power supply [CEA Regulation 100(1)].

The neutral system should be such that, the fault current shall not be more than 750 m A in 550/1100 volt system for oil field. The magnitude of the earth fault current shall be limited to the above value by employing suitable designed restricted neutral system of power supply (I.E rule 116 (i))

Bidder shall provide details of such arrangement in the technical bid.

- (e) **Earth leakage protective device:**

All the outgoing feeder for motor, lighting shall be provided with earth leakage protective device so as to disconnect the supply instantly at the occurrence of earth fault or leakage of current (I.E. rule no 61 A)

- (f) All the electrical equipment, PCR, Diesel tanks, Mud tanks should be double earthed.
- (g) Documents required with techno-commercial bid:

The bidder should furnish the following along with their techno-commercial bid.

- i) Single line power flow diagram of the rig.
- ii) A Plan layout of electrical equipment used in the rig.
- iii) Details of all electrical equipment used in the rig as per format given in Annexure-IV.
- iv) Details of all cables, light fittings, push button stations, plug & sockets, junction boxes, motor, starters etc. used in the rig as per the format given in Annexure – V.
- v) Details of rig electrical as per the format given in Annexure-VI – Electrical.
- vi) A layout of the complete earthing system including earthing of diesel tanks, PCRs, all motors, motor starters, alternators & any other electrical equipment used for the purpose.
- vii) Copies of valid approvals of CIMFR/ recognized laboratory of country of origin related to electrical equipment for use in Oilfields hazardous areas, zone 1 and zone 2, Gas Groups 2A and 2B.  
Also copies IS/ IEC standards as specified by DGMS as per clause no. 107 of OMR- 2017 of electrical equipment for use in Zone 1 and Zone 2 hazardous areas.
- viii) SLD / Layout / List of electrical equipment / cables fittings etc. / Annexure-VI Electrical / Earthing layout / CIMFR or recognized laboratory of country of origin approvals for use in Oilfields hazardous areas, zone 1 and zone 2, Gas Groups 2A and 2B.

**Note:** Bidders have to furnish a list of Electrical equipment to be used in hazardous areas as per format given in Annexure-IV. The Electrical equipment placed in classified hazardous area must be certified by CIMFR/ recognized laboratory of country of origin.

Also, the electrical appliance, equipment for using in Zone 1 and Zone 2 hazardous area of the mine shall conform to IS/ IEC standards as specified by DGMS as per clause no. 107 of OMR- 2017.

- (h) **DCON** - Pressurized type driller's console and foot throttle should be used in the rig. Air purging system should be provided for the above.
- (i) **COMMISSIONING REPORT & STATUTORY RECORDS:**  
The following minimum reports and records are to be maintained by the Contractor –

- Equipment commissioning record and statutory record registers
- Insulation resistance of all motors, generators, cables, distribution board, transformer etc. (in each rig up).
- Record of Earth resistance of all electrodes (in each rig up) [CEA Regulation 41(xvii)].
- Test record of RCCBs (once every 3 months) [CEA Regulation 100(3)].
- Maintenance of FLP equipment (yearly).

- Log sheet for Mines and Oil-Fields (daily) as per Schedule-XIII of CEA Regulation.
- Illumination Records.
- Any other record that may be required by statutory authorities / Company for operational or safety reasons.
- As per DGMS circular & Gazette Notification for Maintenance of register as required by the Mines Act 1952 and Mines Rules, 1955, the forms A, B, D and E have been updated and modified. The above mentioned forms needs to be maintained as per the new format.
- All other statutory forms to be maintained in respect to Mines Act,1952, Mines Rules 1966, Oil Mines Regulations 2017 and other applicable laws.

Responsibility for maintaining of such records shall rest with the Chief Electrician (on behalf of the Contractor).

E. **MOBILE EFFLUENT TREATMENT PLANT WITH RO FACILITY/ EFFLUENT MANAGEMENT**

Full-fledged Mobile Effluent Treatment Plant (ETP) with RO facility and laboratory facility to test the solid and liquid output and to match the requirements for drilling locations in N.E region in line with the recent guidelines from Ministry of Environment and Forest and safe disposal of Oil Drilling Effluents as below -

1. Capacity: The ETP shall have the capacity to handle 150 cubic meters input per day along with a Centrifuge capacity of minimum 8m<sup>3</sup>/Hr in the flow cycle after dosing system and other treatment tanks but before final filtration process. For solid effluent, it shall have the capacity to handle 50 cubic meters input per day including solid cakes come from mechanical separation unit.
2. The liquid and solid output from the ETP shall conform to the recent CPCB (Central Pollution Control Board) and SPCB (State Pollution Control Board) norms and follow MoEF (Ministry of Environment & Forest) guidelines published time to time. The liquid output coming out from ETP (final output) shall conform to the standard IS 10500 (or recent amendments for potable water).
3. The treatment process shall be of chemical separation and mechanical separation alongwith RO.
4. The plant will be within inside mining area and shall comply with new OMR 2017
5. All electrical equipment should be suitable for use in hazardous areas of Zone I and Gas group IIA & IIB of Oil Mines and shall conform to IS/IEC/EN:60079- 0:2011 & IS/IEC/EN:60079-1:2007. The bidders shall submit test reports conforming to the above relevant standards from an Indian Government Laboratory or NABL accredited laboratory or IECEx accredited laboratory or ATEX notified body, which is not a part of manufacturer's facility. Bidder shall provide copies of above test reports along with technical bid. Above Test Reports no should be engraved on the name plates of such equipment.

6. Test Report of flame-proofness conforming to the relevant standards as per OMR-2017 and subsequent guidelines from DGMS shall be required- if any in some specific equipment as per OMR- 2017
7. Laboratory facility with competent personnel to test and report output analysis.
8. ETP shall be efficiently operating condition from the day of spud - in to day of declaration for ILM to next location.
9. THE FOLLOWING ARE THE MINIMUM QUALITY OF TREATED WATER FROM RO OUTPUT SHOULD BE MET:
  - i) Suspended Solids: Nil
  - ii) Turbidity: Nil
  - iii) pH: 7.00 to 7.5
  - iv) T D S: Less than 40 ppm
  - v) Total Hardness: 30 ppm as CaCo<sub>3</sub>
  - vi) Bacteria Coliform: Nil

**NOTE:**

- (a) The Chief Electrician engaged by the Contractor shall have the responsibility of operation, maintenance and support of the electrical equipment of the ETP plant.
- (b) All electrical records of the ETP plant should be maintained by the Chief Electrician. These records should be presented for scrutiny as and when required by statutory authority / Company.

**F. MISCELLANEOUS ITEMS**

- (a) Doghouse
- (b) Two sections catwalk and pipe racks of sufficient capacity and length.
- (c) Storage and tool house.
- (d) Pipe and casing rack of suitable height and adequate capacity.
- (e) Suitable arrangement at the end of flow nipples of well head for fixing gas monitoring equipment, with a suitable shed for the gas logger at that location.
- (f) Online Gas Monitoring System: Online Gas Monitoring System having minimum four channels with Audio-Visual Display and Warning for onshore Drilling Rig Application comprising Gas detectors, Measuring & Alarm control unit and Calibration Kit & Accessories. The Multi-Gas shall be inclusive of Hydrogen Sulphide (H<sub>2</sub>S), Carbon Monoxide (CO) and Methane (CH<sub>4</sub>). Multi- Gas detectors (two for Methane & two for H<sub>2</sub>S i.e. total four detectors) are to be located at Riser mouth as well as at Shale Shaker. Display unit is to be located at doghouse & Rig-superintendent's office but connected explosion proof Hooter & Flasher shall be mounted at rig-floor.
- (g) The wellsite should be adequately covered by CCTV coverage with emphasis of adequate coverage of the operational area - derrick floor, Mud Tank area, Casing runner area, below derrick floor with recording facility

availability for minimum 30 Days. All CCTV equipment installed will be design as per applicable statutory guidelines of OMR and DGMS.

**G. DRILLING INSTRUMENTATION:**

The rig should be equipped with the following instruments of Martin Decker or equivalent New Generation instrumentation system i.e. Drill Watch, Touch Screen type digital and Analog display monitors at 3 rig stations with data acquisition and printing facilities for monitoring drilling parameters:

- (a) Martin Decker type E/EB or equivalent wt. indicator complete with accessories and suitable wire line anchor for appropriate number of lines strung at Driller console.
- (b) Driller's console should contain 1 No. of suitable Mud pressure gauges (additionally one on standpipe manifold, one each at each mud pumps), weight indicator, tong torque system, rotary torque gauge, Rotary RPM, Rotary & Top drive Torque and pump SPM counter for each rig pump, remote mud pump pressure gauge, Mud Vol. Totalizer, Return Mud flow, Trip Tank Level, Hole Depth, Bit Position, Casing Pressure, ROP. It should include emergency honking system, signal alarm and visual display boards at strategic points.
- (c) Advanced integrated Drilling Instrumentation System to be provided for recording of Hook Load, Weight on Bit, ROP, Rotary & Top drive Torque, RPM, SPM-1, SPM-2, SPM-3, Hole Depth, Bit Position, Total SPM & Stand pipe pressure, Total Strokes, Mud Volume of individual tanks, Trip Tank Level, Active Mud Volume, Mud Loss/ Gain, Mud Temp in, Mud Temp Out, Return Mud Flow, Tong line pull, Casing Pressure. However, in addition to above, digital / analogue display of applicable parameters shall be provided.
- (d) One intercom telephone system for Rig communication between rig floor and other areas of the rig to be provided which should have flame proof fittings at hazardous places and should be approved by statutory authorities
- (e) Calibrated Pressure Gauges are to be provided at Standpipe manifold, Choke manifold, Discharge of individual mud pumps
- (f) Gas Detection System for Three/Two fixed locations (Flow line, Shale Shaker and after Degasser on Mud tank) as per OISD & DGMS guidelines with alarms (Local/Remote) and other accessories

Note: All electrical/electronic instruments and sensors installed on rig should be as per new OMR' 2017.

**GENERAL NOTES:**

- (a) Minor variation in size and specification of tools and equipment quoted with the rig should be acceptable provided these are fully compatible with the offered rig.

- (b) The total number of rig loads required for rig movement should be clearly spelt out in the bid giving details of each load.
- (c) Approximate transportable dimension of one rig load should be preferably within 9 M (L) x 3.5 M (W) x 3 M (H).
- (d) Supply, storage, consumption / regulation of water & fuel at the well sites as well as at the camp site shall be the contractor's responsibility. Any shut down of operation due to non-availability of water and fuel shall be on the contractor's account.
- (e) The Bidder shall submit the layout drawing of the offered rig package indicating loading pattern of soil / foundation under the following conditions:
  - (i) While raising / lowering mast.
  - (ii) With rated hook load + set back load.
  - (iii) With casing and set back load.

The above shall be furnished with the bid.

- (f) The digging of deep tube wells at the respective sites and installation is Company's responsibility however Supplying all equipments/materials for sinking of the tube well, operation of water pumps, extraction of water from deep tube wells for rigs as well as camp shall be the contractor's responsibility. For the sake of the Contractor's knowledge the depth of deep tube well in the region will be approximately 15-50 m (with double filter installed). Supply of water from alternate sources shall be the responsibility of the Contractor, if no water is found at the exact camp or well site.
- (g) Supply of LDO/LWC for mud preparation and for meeting other downhole eventualities will be the company's responsibility. The Contractor shall also provide fuel for all of their vehicles and other stationary engines.
- (h) All sorts of lubricants for day to day operation of various rig equipment's shall be supplied by the Contractor. Also, various spares for rig components shall be stocked / supplied by the Contractor.
- (i) All sizes of drilling bits as required separately under different casing / hole policy shall be provided by OIL. Contractor will supply on request, bits selected by OIL at actual cost + 5% handling charge.
- (j) Wire line Logging Service: All logging requirements as depicted in the drilling programme will be met by OIL through its in-house or through logging service Providers.
- (k) Well killing: The primary responsibility of well killing and all related operations shall lie with OIL. OIL shall provide man, material and fire service for this purpose. OIL shall render help in civil administration when such a situation arises. Competence of the Contractor's well killing operation shall be decided by OIL. Based on this, OIL reserves the right to bring in external experts. The resultant cost thereof shall be borne by the

contractor, in the event that the blow out occurred due to negligence of the Contractor.

#### **7.4 CIVIL ENGINEERING WORKS**

7.4.1 The approximate well plinth preparation for a similar drilling rig as available with the Company is broadly as follows:

- (i) Approx. plinth area: 9215 Sq. m
- (ii) Concrete volume: 700 to 750 cum (for foundations of slush pumps, drilling rig, rig engines, ETP foundation etc.)
- (iii) Hard standing area: 5640 Sq.m
- (iv) Effluent pit volume:
  - a. 8,00,000 gallons for Development well.
  - b. 10,00,000 gallons for Exploratory well.
- (v) Safe Bearing Capacity: 8.00 Kg/Sq.cm

The Contractor may use the above information as a guideline only. The Contractor's and OIL's responsibilities in this regard are defined below.

The Contractor may use the above information as a guide line only. The Contractor's and OIL's responsibilities in this regard are defined below.

7.4.2 All Civil Engineering jobs associated with preparation of approach road, well site plinth, well site toilets as per OIL standard, rig foundation (with cellar) etc. will be the Company's sole responsibility. However, the Contractor shall submit the following in order to assess the quantum of civil engineering works required -

- a) Rig layout drawing clearly indicating areas where road / hard standing is required.
- b) Substructure foundation design and detailed working drawing.
- c) Cellar foundation design and detailed working drawing. Also, indicate maximum allowable cellar foundation size.
- d) Structural configuration and load distribution of the rig package / equipment's.
- e) Detailed design and working drawing of any other equipment requiring cement/concrete foundation.
- f) All approach roads to well site and hard standing of well sits will be made from gravel locally available without any black topping what so over as per prevailing practice.
- g) The foundation for substructure, mud pumps, engines, PCR, HSD tank etc. shall be constructed by company as per the working drawing submitted by the contractor at one go. Any addition or alteration of foundation at the later stage or during rig up operation shall be done by the Contractor at his own cost.

7.4.3 Grouting of the false conductor including supply of the false conductor (may be in cut pieces) & civil-materials will be responsibility of OIL. However, Sizing/ fabrication work or any other associated job is to be done by the Contractor.

7.4.4 All grouting required for anchoring guy post/any wire line (if required), delivery/other lines etc. including supply of civil materials for such jobs will be responsibility of OIL.

7.4.5 Maintenance of Well plinth, Approach roads to well sites, shall be the Company's responsibility including supply of materials.

7.4.6 OIL will provide the land required for the base camp at Rig/well site with approach road and will also be responsible for preparation of camp site, making foundation, maintenance of this campsite & its approach road including supply of civil materials. However, setting up of the camp other than the mentioned jobs herein is the responsibility of the contractor.

**Note:** Contractor should provide necessary lay-out, drawings and other details required for preparation of base camp site by OIL.

7.4.7 Construction of all types of sheds/ ramps (if required by the contractor) over equipment's, tanks, chemical storage, telephone etc or construction any temporary hut required for operation and also subsequent dismantling of the same after completion of well will be the responsibilities of the company (OIL). CGI sheets for such jobs are to be provided by the contractor and all other materials will be provided by OIL.

7.4.8 Erection and dismantling of Panel fencing in well site as per OIL's standard drawing. The required Panel fencings as per OIL's drawing will be supplied by the Contractor.

**Note:**

1. Civil Materials mentioned in above clauses are cement, sand, aggregate, brick/ brickbats, gravels, boulders, broken stone etc.
2. All the civil ancillary jobs are under OIL's responsibility and intimation from Contractor for getting the jobs done in time should be received by OIL well in advance so that drilling operation is not hampered.

7.5 The Contractor must furnish the following additional information before completion of mobilization:

- a. Power flow diagram of the rig.

7.6 **ASSOCIATED SERVICES:**

The Contractor shall offer the following associated services along with the rig package.

A. **MUD ENGINEERING SERVICES**

- i) Standard Mud testing laboratory with the requisite mud testing equipment including but not limited to Fan Viscometer, API & HP-HT fluid loss apparatus, lubricity testing equipment etc. along with the laboratory & necessary mud testing equipment/ apparatus etc. shall be provided by the contractor.
- ii) OIL shall submit a detailed stage wise mud programme based on the depth data/casing policy as indicated in this document including their recommended dosage for mud additives and optimum range of mud parameters which need to be maintained by Contractor at the well site for achieving trouble free drilling operations.

- iii) Shift wise mud report in detail (as per standard IADC Proforma) indicating all mud properties like mud weight, viscosity, API fluid loss, HP-HT fluid loss, 'O' gel/15' gel, mud stock, details of chemicals/additives mixed during the shift, the operating condition of solid control equipment, Mud hydraulics etc. shall be prepared and submitted to the company representative.
- iv) The Contractor must ensure proper maintenance of mud parameters to avoid damage to producing formations and maintain a good bore hole. He should also ensure the availability of mud chemicals at well site by submitting his requirement to the company's representative well ahead of time.
- v) In case of any difference of opinion at any stage, with regard to mud policy, OIL's mud programme shall prevail and the Contractor must use OIL's mud policy at that point of time.

**B. CEMENTING SERVICES**

- (a) OIL shall perform the cementation jobs at the wells planned to be drilled. The Contractor shall provide the following tools, equipment and services to enable OIL to carry out the jobs successfully.
  - i) Compressor as per specification or equivalent, specified in Annexure III, to be utilized for loading/off-loading of oil well cement at well site. The requisite spares for compressor is to be maintained by contractor.
  - ii) Both slush pumps shall be used (individually or in conjunction) to pump cement slurry. Expected parameters are 3500 psi, (max.) 400 GPM.
  - iii) Unloading of OIL's cement from transport silos to field silos & vice - versa at well site under supervision of OIL.
  - iv) OIL shall provide a platform with a set of hoppers, bucket tank (4#x4#x2#) to the Contractor/which shall be operated and maintained by the contractor. All necessary lines & fitting for above arrangement will be provided by OIL.
  - v) The Contractor shall provide suitable air connection with suitable air and lube oil regulator to tap air pressure from main air supply of the rig or its branches for hooking upto cementing silos for pneumatic loading/unloading of cement to the cement hoppers/field silos.
  - vi) Contractor shall assist to deploy all other cementing services/contract which may be provided by company in future.
  - vii) Two (2) Electric motor driven horizontal multistage centrifugal pumps set complete with piping/ Dresser type couplings and butterfly valves with hopper arrangement and should be mounted on an independent three runner oilfield skid. These pump sets will be used to load chemicals through hoppers to water tanks, to

agitate the mixture by jet gun/ and to feed chemical-mixed (gauging) water in the cement hopper for preparation of cement slurry. Each horizontal multi stage centrifugal pump should be capable of developing minimum 150 m. of head and the discharge of each pump should be minimum 60.0 m<sup>3</sup> / hr at 1450 rpm.

- (b) The Contractor shall be required to assist OIL in performing all cementation jobs at all the wells.
- (c) OIL may at any time decide to utilize a cementing unit for carrying out the cementation job. Further the Contractor will carry out cleaning / flushing of cementing unit and associated surface lines after completion of the cementing jobs.
- (d) **Other functions**  
A cementation job includes all primary, secondary and plug cementation of a well. The mode and schedule of cementation of the well where the Contractor's rig is deployed at the time shall be fixed by OIL. The Contractor shall render all personnel, machinery, infrastructure (except the items mentioned under clause B (a). v above), water, air, etc. to carry out the jobs successfully.

It is to be specifically understood that both slush pumps of the Contractor shall be used for cementing operation and Operating day rate shall be applicable during this period. If OIL carries out the cementing operation using Contractor's items other than the slush pump during pumping of cement (pumping of cement when done by a cementing unit) and uses the slush pump only for displacement of cement, Operating day rate shall still be applicable during the entire period from the beginning to the end of cementation operation.

#### Fixing of cementing accessories and equipment

Following specific facilities are essential in order to utilize cementing units besides rig pumps for executing primary cementation jobs.

One additional high-pressure (5000 psi) discharge line (minimum 3" dia) other than standard mud pump delivery line is necessary. This particular line, connecting both the rig-pumps with stand pipe junction manifold at Derrick floor should be provided with adequate valve arrangements (for isolation) wherever required for the purpose of flexibility during cementing operation. We should have the option of utilizing both rig pumps as well as cementing units for carrying out cementation jobs. Once again we repeat that the 3" dia. HP line must have provision for receiving delivery from both rig pumps with adequate isolating facilities.

2" hammer union T-type outlets from the rig pump pressure gauge points should be provided for connecting pressure recorder assembly during cementing operation. The said facility should have the provision of interconnecting both the pumps through 2" high pressure line having adequate isolating facilities. These facilities must ensure recording of relevant data even while carrying out parallel pumping.

**Note:** A common suction line of 8" NB for both the slush pumps from the cementing hoppers and pre flush tank must be provided with necessary fittings, valves etc.

**Pre cementation equipment readiness**

The contractor shall thoroughly clean-up and make all cementing suction and delivery lines from slurry mixing/pre-flush tanks etc. to slush pump and slush pump to stand pipe junction manifold point at Derrick floor, all mud lines, air & water lines perfectly ready to the satisfaction of OIL's Cementing Engineer.

**During cementation readiness**

The Contractor shall, during the cementing job, attend to all problems, render help and rectify all defects to the satisfaction of OIL's cementing Engineer. These shall include equipment and accessories supplied by OIL also.

**Post cementation follow up action**

The Contractor shall carry out cleaning and flushing to remove all traces of cement from unwanted locations. They shall also disassemble and remove/load all OIL's equipment, which are required to be removed after the mandatory period.

C. **CORING SERVICES:**

The Contractor shall be required to take cores during drilling in different stages whenever desired by OIL. The Operating Day rate will be applicable during the coring period. The total number of days envisaged for coring per location will be finalized by OIL later. The hole proving trips / preparation of hole to take cores will be considered as coring operation. All materials (Core Barrel Assembly with Core Head) required to take cores will be supplied by OIL or through Service Provider deployed by OIL.

D. **CATERING SERVICES**

1. A suitable catering service serving Indian and continental food to the contractor's personnel and 15 nos. OIL designated personnel on an average per day shall be made available per day during the entire contractual period by the contractor.

The Contractor shall also provide catering service to all the Service Providers engaged by OIL on chargeable basis under their purview.

2. Skid mounted modular kitchen having all kitchen essentials should be provided for cooking purpose.

Note: Cooking in temporary sheds will not be allowed.

E. **MEDICAL SERVICES:**

Suitable first aid medical services shall be provided by the Contractor on round the clock basis. Contractor shall provide an experienced and trained Medic personnel with sufficient quantity of first aid equipment and medicines to meet any emergency at well site.

F. **CAMP AND OTHER ESTABLISHMENT:**

Suitable facilities for Contractor's personnel (inclusive of third party Contractors personnel) including camp site dispensary and catering services shall be provided by the contractor. Additionally, fully furnished air conditioned bunk house type accommodation should be provided for at least 12 company personnel or OIL's representatives. The facilities to be provided by the contractor to the company should include but not limited to the following:

- a) 2 Nos. 1 seater bed unit accommodations with attached bath and toilet.
- b) 2 nos. 2 seater bed unit accommodation with attached bath & toilet. One no. of this may be placed at well site.
- c) 2 Nos. four seater bed accommodation with attached bath & toilets. Additionally 01 no. four seater bed accommodation with attached bath & toilets to be provided as and when required basis.
- d) One dual office unit to be used as company Representative & Tool Pusher office at site. This unit should be attached with Tool Pushers office and should have inter-connection.
- e) One additional office unit to be used by the company at well site, with facility for use by 4 nos. of OIL officials equipped with PC, printer.
- f) All bunk houses shall be air-conditioned and fully furnished equipped with Cable connection.
- h) Laundry service to be made available at well site
- i) One air-conditioned bunkhouse type first aid disbursement room to meet any emergency with doctor and attendant.
- j) A separate dining hall for OIL officials to be provided.

**NOTE:**

- i) The Contractor should bring light and easily transportable dwelling units for camp establishment.
- ii) All units including those to be used as office/lab should be fully furnished and air conditioned with proper lighting arrangements. Disposal of any effluents from toilets/kitchen etc. will be the responsibility of the Contractor and should be discharged as per applicable laws. The Contractor shall be solely responsible for keeping the entire camp area and well site neat, clean and hygienic.

G. **FIRE FIGHTING AND SAFETY EQUIPMENT/SERVICES:**

(As per API wherever applicable)

- i) Safety: Contractor shall observe such safety regulations in accordance with acceptable oilfield practice and applicable Indian Laws. Contractor shall take all measures reasonably necessary to provide safe working conditions and shall exercise due care and caution in preventing fire, explosion and blow out and maintain fire and well control equipment in sound condition at all times. Contractor shall conduct such safety drills, BOP tests, etc. as may be required by company at prescribed intervals.
- ii) Contractor shall provide all necessary firefighting and safety equipment as per laid down practice as specified under OISD - STD - 189 and OMR.
- iii) Fire protection at drilling sites shall be the responsibility of the Contractor. Necessary action shall be taken and prior arrangements to be made for providing competent persons trained in the field of fire fighting (certificate/diploma holders) at the rig site.
- iv) Documentation, record keeping of all safety practices should be conducted as per international/Indian applicable laws, act, regulations etc, as per standard Oilfield practice and these records should be made available for inspection at any point of time. The H.S.E (Hygiene Safety and Environment) policy as well as emergency procedure manual should be kept at site. Compliance of these shall be the sole responsibility of the contractor.
- vi) One brand new ambulance with dedicated driver shall be kept standby at well site for 24 hrs. to meet any emergency with all basic facilities like stretchers, oxygen cylinders, first aid facilities, etc. Small passenger vehicles will not be allowed to be used as Ambulances.

#### H. **MAINTENANCE OF COMPANY'S EQUIPMENT**

- i) In case of any non-conformity in the connections/sizes between various equipment and tools to be provided by the Contractor, which depart from the generally adopted procedure followed for a particular equipment / tool of the rig package, the company reserves the right to ask the contractor to provide all necessary accessories to use such items without any obligations on the part of the company. This clause shall not however, be unduly exercised without consultation/ agreement with the Contractor.
- ii) The Contractor shall erect, commission, dismantle the cementing field silos along with platform with sets of hopper, bucket tank & fitting which shall be handed over to the contractor at the first well for cementation. The contractor shall draw or tap required air supply from the auxiliary lines from the contractor's rig compressor for its operation. After completion of the well the same should be transferred to the next forward location by the contractor as part of the rig package.
- iii) Loading of Barites shall have to be carried out by the Contractor.
- iv) The Contractor shall provide one no. chemical godown with floor space of approx. 660 Sq.ft. of appropriate dimensions with proper raised brick soled cemented/wooden flooring for storing of chemicals, LCM etc.

- v) The Contractor should ensure that AVIATION WARNING LIGHTS on the crown of the mast should be provided as per Aviation Standards.
- vii) Contractor shall assemble, dismantle, move all OIL's designated items- if any attached with the rig without any obligation to OIL.

**I. PERSONNEL TO BE DEPLOYED**

- I) The Contractor will have to deploy adequate manpower to carry out the required operations. The deployment pattern will be as per the contractor's discretion for all the required services except for the rig operations during drilling & completion phases for which the deployment pattern has to be as per the following norm with the indicated key personnel:

<b>Sl. No.</b>	<b>Key Personnel</b>	<b>Number of required personnel</b>	<b>Shift</b>	<b>Remarks</b>	<b>Category</b>
1.	Area Manager / Rig Superintendent / Rig Manager	1	<b>On call 24 Hrs</b>		N/A
2.	Tool Pusher	1	<b>Day</b>	<b>12 Hrs</b>	N/A
3.	Tour Pusher / Night Tool Pusher	1	<b>Night</b>	<b>12 Hrs</b>	N/A
4.	Driller	1	<b>Day</b>	<b>12 Hrs</b>	N/A
5.	Driller	1	<b>Night</b>	<b>12 Hrs</b>	N/A
6.	Assistant Driller	1	<b>Day</b>	<b>12 Hrs</b>	Highly Skilled
7.	Assistant Driller	1	<b>Night</b>	<b>12 Hrs</b>	Highly Skilled
8.	Derrick Man / Top man	2	<b>Day</b>	<b>12 Hrs</b>	Skilled
9.	Derrick Man / Top Man	2	<b>Night</b>	<b>12 Hrs</b>	Skilled
10.	Floorman	5	<b>Day</b>	<b>12 Hrs</b>	Semi-Skilled
11.	Floorman	5	<b>Night</b>	<b>12 Hrs</b>	Semi-Skilled
12.	Mechanic	1	<b>Day</b>	<b>12 Hrs</b>	Skilled
13.	Mechanic	1	<b>Night</b>	<b>12 Hrs</b>	Skilled
14.	Mechanical Engineer	1	<b>On call 24 Hrs</b>		N/A
15.	Electrical Engineer	1	<b>On call 24 Hrs</b>		N/A

16.	Rig Electrician	1	Day	12 Hrs	Skilled
17.	Rig Electrician	1	Night	12 Hrs	Skilled
18.	Mud Engineer	1	Day	12 Hrs	N/A
19.	Mud Engineer	1	Night	12 Hrs	N/A
20.	Welder	1	Day	12 Hrs	Skilled
21.	Welder	1	Night	12 Hrs	Skilled
22.	Heavy Crane Operator	1	Day	12 Hrs	Highly Skilled
23.	Heavy Crane Operator	1	Night	12 Hrs	Highly Skilled
24.	HSE Officer	1	On call 24 Hrs		N/A
25.	Gas logger cum sample washer	1	Day	12 Hrs	Semi-Skilled
26.	Gas logger cum sample washer	1	Night	12 Hrs	Semi-Skilled
27.	Effluent Treatment Plant (ETP) Operator	1	Day	12 Hrs	Skilled
28.	Effluent Treatment Plant (ETP) Operator	1	Night	12 Hrs	Skilled
29.	Laboratory Assistant for ETP	1	Day only	12 Hrs	Semi-Skilled

II) The Rig Manager/Rig Superintendent/Area Manager has to be present at site all the times and should report to Drilling Dept.'s office as and when asked for to receive instruction/resolving any issue on contractual obligation.

III) **KEY PERSONNEL**: The qualification and experience of the key personnel are to be as under:

a. **AREA MANAGER/Rig Manager/Rig superintendent**

- i) Should be of sound health and have minimum 10 years work experience in drilling oil/gas wells for (Engineering Graduate) of which at least 03 years should be in a senior management level/ 12 Years for (Engineering diploma /Science Graduate) of which at least 6 years should be in a senior management level.
- ii) Must possess valid well control certificate (IWCF- Level 4) / IADC Well Cap/Sharp (Supervisor) and should be conversant with well control methods to take independent decisions in case of well emergencies.
- iii) Qualification: Must be Engineering/Science Graduate or 3 Years engineering diploma holder.

- b. **TOOL PUSHER:** Should be of sound health and have work experience in drilling oil/gas wells.
- i) Should be conversant with working in AC/SCR system diesel electrical rigs or AC/VFD Rig.
  - ii) Must possess valid well control certificate (IWCF- Level 4) / IADC Well Cap / Sharp (Supervisor) and should be conversant with well control methods to take independent decisions in case of well emergencies.
  - iii) Should be conversant about mud chemicals & maintenance of mud property.
  - iv) Qualification and experience: Graduate in Engineering with minimum 10 years' experience in Drilling **OR** 3-Years Diploma in Engineering or B. Sc. or equivalent with minimum 12-years in Drilling, out of which at least one year as rig-in-charge in exploratory & development wells.
- c. **TOUR PUSHER/NIGHT TOOL PUSHER:** Should be of sound health and have work experience in drilling deep oil/gas wells.
- i) Should be conversant with working in AC/SCR system diesel electrical rigs or AC/VFD Rig.
  - ii) Must possess valid well control certificate (IWCF- Level 4) / IADC Well Cap/Sharp (Supervisor) and should be conversant with well control methods to take independent decisions in case of well emergencies.
  - iii) Should be conversant about mud chemicals & maintenance of mud property
  - iv) Qualification and experience: Graduate in Engineering with minimum 06 years' experience in Drilling Or 3-Years Diploma in Engineering or B.Sc. or equivalent with minimum 08 years in Drilling, out of which at least one year as rig-in-charge in exploratory & development wells.
- d. **HSE Officer:** Should be of sound health and have work experience in E & P Company of about 1 year.
- i) Duties and responsibilities include safety during drilling site preparation, rig up, rig down & rig move, raising & lowering mast, rig floor operations like making & lowering of BHA, cementing jobs, tripping in / out of tubular, safety meeting during crew change, pre job safety meetings, routine inspection rig and well site, preparation of job specific SOP in local language, ERP (Emergency Response Plan), Risk Register, preparation of Job Safety analysis, Permit to Work systems, investigation & analysis of accidents, incidents & near miss.

- ii) To follow all DGMS, OISD & MoEF guidelines and submit return at specified intervals.
  - iii) Responsible for designing Safe Briefing Area and advising all personnel of the current safe briefing area.
  - iv) Responsible for issuing safety equipment to all personnel arriving at rig and ascertain that all personnel use and maintain this equipment properly.
  - v) Responsible for designing location entrance and exit.
- viii) Qualification and Experience:
- a. Should hold degree or diploma in engineering or degree in science with minimum 08 years of experience in any Oil mine.  
OR
  - b. Degree in Industrial safety of an educational institution recognised by the Central Government / Post-graduate diploma in industrial safety from Regional Labour Institute and has experience in the management or supervision of operations in oil mines for a period of not less 05(five) years.  
OR
  - c. Should have experience of working as HSE officer at least for 01(one) year in any E&P company or service provider to E&P companies.
- e. **DRILLER:** Should be of sound health and have work experience as driller for a minimum period of 5 years in drilling oil/gas wells.
- i) Should be conversant with working in AC/SCR system diesel electrical rigs or AC/VFD Rig.
  - ii) Must possess valid well control certificate minimum (IWCF- Level 3) / IADC Well Sharp (Driller) and should be conversant with well control methods to take independent decisions in case of well emergencies.
  - iii) Should be conversant about mud chemicals & maintenance of mud property.
  - iv) Qualification and Experience:
    - BE/B Tech with 5 years' experience including 2 years as driller/ 2 years as Assistant driller in drilling rig.  
OR
    - B.Sc. /Diploma in Engineering with 7 years' experience including 3 years as driller / including 5 years as Assistant driller in drilling rig.  
OR
    - 10+2 or equivalent with 10 years' experience including five years as driller in drilling rig.

f. **ASSISTANT DRILLER:**

- i) Should be conversant with working in AC/SCR system diesel electrical rigs or AC/VFD Rig.
- ii) Must possess valid well control certificate minimum (IWCF- Level 3) / IADC Well Sharp (Driller) and should be conversant with well control methods to take independent decisions in case of well emergencies.
- iii) Should be conversant about mud chemicals & maintenance of mud property.

iv) Qualification:

- BE/B Tech with 01 years' experience in drilling rig.

OR

- Diploma in Engineering/ Science Graduate with 2 years' experience in drilling rig including one year as Asst. Driller.

OR

- 10+2 or equivalent with 4 years' experience in drilling rig including 1 year as Asst. Driller.

g. **TOPMAN:** Should have minimum 1 year experience as Top man in a drilling rig.

h. **FLOOR-MAN:** Should have sufficient knowledge/ experience in working at derrick floor in a drilling/Work over rig with at least one year experience as Floor man/Rig man.

i. **MECHANICAL ENGINEER:** Should have a degree in Mechanical Engineering or Diploma in Mechanical Engineering with minimum 04/06 years' experience respectively in Diesel Electrical Drilling Rig.

j. **MECHANIC (IC) / (PUMP)**

- i) Should have a minimum working experience as Master mechanic in drilling rig.
- ii) Should have sufficient knowledge of operation and maintenance of Drilling/work over rigs and its components viz. engines, rig pumps supercharge pumps, centrifugal pumps, solid control equipment, degasser, shale shaker and all other mechanical items/engines operating in drilling rigs.
- iii) Qualification: Diploma in Mech./Chemical B.Sc. or equivalent with 3 years' experience or SSC/HS/PU/I.Sc or equivalent with 6 years' experience. Out of which at least one year as Mechanic in Drilling /Work over rig.

k. **ELECTRICAL ENGINEER / CHIEF ELECTRICIAN:** Should have Degree in Electrical Engineering with minimum 3 years' experience OR Diploma in Electrical Engineering with 5 years' experience in Diesel Electric / AC VFD drilling rigs. He should be confident in independently carrying out

the fault-finding analysis, rectification of fault, operation and maintenance of all the electrical items of diesel electric drilling rig including the air conditioners. He must possess valid Electrical Supervisor's Certificate of Competency with Parts 1, 2, 3, 4 & 8) issued by State Licensing Board and should be conversant with Oil Mines Regulations and Electricity rules. Diploma and ITI certificate holders are not acceptable as Electrical Engineers. Moreover, the Electrical Engineer must be conversant with the existing AC/SCR system of drilling rigs like HILLGRAHAM UK, General Electric USA and BHEL MAKE (CED) Bangalore system.

Ref: CEA (Measures relating to safety and electric supply) Regulations, 2010; regulation no.3,6 & 115 and Oil Mines Regulations,2017; regulation no.114 (4 & 5).

- l. **RIG ELECTRICIAN**: Must be diploma / ITI in Electrical discipline with minimum 3 yrs. / 8 yrs. Experience respectively in the operation and maintenance of diesel electric drilling rig independently in shifts. He should be able to read circuits, communicate, detect and rectify faults. He must possess valid Electrical Work Permit (with Parts I & II) issued by State Licensing Board.
- m. **WELDER**: Should have adequate experience in working in drilling wells and must be conversant of welding of casing and well head accessories. He must possess the certificate of welding trade from any recognized institute of State Govt. (One year course).
- n. **MUD ENGINEER**: The minimum educational qualification should be science graduate with chemistry as a subject from a recognized university.

Experience: The Mud Engineer(s) must have a minimum 5 years of work experience in managing independently various kinds of mud in deep exploratory/development wells and other related activities. Prior to deployment the Contractor should provide a detailed resumed of the mud engineer(s) highlighting qualifications and relevant experience (field experience) with documentary evidence for Company's scrutiny and approval).

- o. **HEAVY CRANE / PIPE LAYER OPERATOR**: Should have a minimum of 2 years work experience in operating a heavy crane/pipe layer attached to drilling rigs and possess heavy motor vehicle license.
- p. **Operator for Mobile Effluent Treatment Plant**: Shall have degree of Bachelor of Science/Class 12th pass with chemistry as a subject from Govt. recognized University and with minimum 03(Three) years of experience in operation of effluent treatment plant in any company.
- q. **Laboratory Assistant for ETP**: Should be of sound health and have work experience in E & P company of minimum 02 (two) years. He shall have a minimum educational qualification of 12+ from recognized University /Board. He shall be conversant to all SPCB / CPCB guidelines.

r. **Medico (First aid trained professional)**

i. Qualification:

- a. Should have passed minimum 10+2 (Science) Class or equivalent examination.
- b. Must possess minimum First aid basic training certificate from a recognised institution.
- c. Experience: Shall have a minimum work experience of first aid/ medical assistance for 5 years in any hospital /Drilling Rig.

ii. Fresh Candidate having diploma in Emergency and trauma care from Government recognized Institute will also be considered.

s. **Gas logger cum sample washer:** Should have sound health with minimum educational qualification of 12+ from recognized University /Boards in Arts/Science/Commerce stream and should have work experience in drilling wells of minimum 01 (one) year.

t. **Roustabout:** Should have working knowledge of working at drilling /Work over rig site.

IV) On top of the experience of the personnel as listed above, they all should be conversant with BOP drill as per standard oilfield practice.

V) In addition to the above key-personnel, following additional personnel are to be made available compulsorily throughout the contract period.

Category	Nature of duty		Min. Experience
Suitable medical services with First Aid Trained personnel shall be provided by the Contractor on round the clock basis.	Available for 24 hours/day	One	05 yrs
Cook for camp site	Available for 24 hours/day	Two	With adequate experience
Camp Boss	Available for 24 hours/day	One	- do -
Laundry attendants	Each 12 hrs / per day	One	- do -
Camp Cleaner	Each 12 hrs / per day	One	- do -
Field administrator	On call basis 12 hrs	One	- do -

**Note:**

- a) An undertaking from all the personnel as per Annexure V should be forwarded after deployment of manpower prior to mobilization.
- b) The personnel deployed by the contractor should comply with all the safety norms applicable during operation.
- c) **Medical Fitness:**
  - i) The Contractor shall ensure that all of the Contractor Personnel shall have had a full medical examination prior to commencement of the Drilling operation.
  - ii) A qualified and registered doctor shall conduct all such medical examinations in accordance with accepted medical standards.
- d) **Training Courses:**
  - i) The Contractor shall ensure that all of the Contractor Personnel performing services hereunder shall have attended all safety and operational training courses such as mines vocational training etc. required by applicable law and as is generally consistent with international petroleum industry practice and/or as otherwise required by the Company.
  - ii) The Contractor shall, if requested, forthwith produce valid and current certificates of completion or attendance for the Company's inspection.
- e) Personnel should be well versed in firefighting, BOP control, gas testing and MVT as applicable. The appropriate certificates to this effect, issued by ONGCL/OIL or any other organization, also should be submitted during mobilization.

(In case, the above training course for contractor's personnel is to be arranged by OIL, the contractor will be charged accordingly).
- f) Area Manager will operate in well site only. He shall operate from places other than well site on specific permission of OIL.
- g) Adequate number of experience personnel to run the camp / kitchen / Mess smoothly should be kept. One camp boss on 24 Hrs. basis will be responsible for smooth running of the camp/mess. Kitchen and cooking shall be supervised by a qualified chef.
- h) Contractor should deploy other personnel at rig site, which shall include drivers, Rig fitters, carpenters warehouse personnel, security men, (both at well site and camp site), power casing tong operator, mobile effluent treatment plant operator and laboratory assistant, services of unskilled labour as and when required for following multiple jobs.
  - i) Chemical Helper
  - ii) Engineering helper (Additional)
  - iii) Electrical helper (Additional)
  - iv) Persons on rack during casing job.

The entire skilled / semi-skilled workman involved in carrying out electrical jobs should have valid electrical wireman permit issued by state licensing board.

- i) Bidder shall furnish biodata of key personnel with all supporting documents, certificates etc. prior to deployment for verification / approval by OIL.
- j) Employment of personnel other than key persons shall be at the discretion of the contractor in line with normal drilling practices. Bidders shall forward a complete list of all the persons with their job descriptions that they shall deploy to run all operations at well site and camp successfully.
- k) On/off duty details of rig and associated service personnel should be indicated.
- l) The Contractor shall indicate their manpower category-wise clearly in their offer. The qualification/biodata / experience / track record of the personnel proposed to be deployed shall have to be indicated clearly. Any additional manpower deployed by the contractor shall be at the expense of the Contractor. The age of key personnel except Rig Manager/Rig Superintendent should not be more than 50(fifty) years. However, OIL deserves the right to accept the personnel of above 50 years with good health conditions.
- m) The contractor shall be responsible for arranging relief of personnel during vacation, statutory off days, sickness etc. entirely at their cost. However, the relief personnel also must have the experience as indicated above. Moreover, the contractor will have to obtain prior approval from Company for the relief personnel of the contractor.
- n) Company reserves the right to instruct for removal of any Contractor's personnel who in the opinion of company is technically not competent or not rendering the services faithfully, or due to other reasons. The replacement of such personnel will also be fully at cost of the Contractor and the Contractor shall have to replace within Ten (10) days of such instruction.
- o) All charges for personnel are included in Day rates. No. separate charges shall be payable for the personnel deployed.
- p) Contractor should employ adequate number of authorized supervisors as per rule 110 of Indian Electricity rules, 1956 having relevant experience of minimum 5 years and possess appropriate license(s).

**J.** Contractor shall be wholly responsible for complete Security of their personnel, their Rig Packages, Base camp and during ILM, operation, transit etc. and arrange suitable and comprehensive armed security services accordingly on round the clock basis for their personnel and equipment/ material at all drilling sites. All security related issues shall be dealt by the Contractor on their own including dealings with the Government agencies. The Contractor shall provide prefabricated XPM/ Panel re-usable type fencing, gate at drill site, camp site etc. Company in no case will be involved in security related issues relating to

Contractor's personnel and equipment/ material. Contractor shall also be responsible for safety and security of Company's personnel, equipment/ material etc. in the well-site and camp site.

**Note:** Contractor should deploy atleast 12 nos. of armed security personnel for well site security. All the expenses related to security service shall be borne by the Contractor.

**END OF SECTION-II**

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**Part-3**  
**SECTION-III**  
**SPECIAL CONDITIONS OF CONTRACT (SCC)**

The following Special Conditions of Contract (SCC) shall supplement and/or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

- 1.0     **DEFINITIONS:** Following terms and expression shall have the meaning hereby assigned to them unless the context otherwise requires:
- 1.1     “Base camp” means the camp where the Contractor’s personnel, Company’s personnel and Company third party personnel shall reside for carrying out the operations as per the contract.
- 1.2     “Contractor’s representatives” means such persons duly appointed by the Contractor thereof at site to act on Contractor’s behalf and notified in writing to the Company.
- 1.3     “Drilling Operation” means all operations as generally understood for drilling Oil/Gas wells, more particularly all the operations required to be carried out pursuant to this contract.
- 1.4     “Drilling Unit” means drilling rig complete with pumps, power packs, and other accessories and equipment as listed in the Contract.
- 1.5     “Inter-location movement” means transferring of Drilling Unit & complete rig materials from present location after rig release till spud-in of the well at next location.
- 1.6     “Operating Area” means those areas in onshore India in which Company or its affiliated Company may from time to time be entitled to conduct drilling operations.
- 1.7     “Operation Base” means the place or places, onshore, designated as such by Company from time to time.
- 1.8     “Spud-in of the well” means the initiation of drilling of the well and the very first hit on well center of the new location after alignment and after the rig preparation is complete in all respects subsequent to clearance from safety, audit and the Company representative.
- 1.9     “Certificate of Completion” means certificate issued by the Company to the Contractor stating that the Contractor has successfully completed the jobs/works assigned to him/them and submitted all necessary reports as required by the Company.
- 1.10    Company's items" means the equipment, materials and services, which are to be provided by company at the expense of company and listed in the Contract.
- 1.11    Contractor's items" means the equipment; materials and services, which are to be provided by Contractor at the expense of the Contractor, which are listed in section under terms of reference and technical specifications.

- 1.12 "Day" means a calendar day of twenty-four (24) consecutive hours.
- 1.13 "Contractor's personnel" means the personnel as mentioned under section terms of reference and technical specification, to be provided by Contractor from time to time to conduct operations hereunder.
- 1.14 "Commencement Date" means the date on which the first well under this contract is spudded in.

## **2.0 MOBILIZATION:**

- 2.1 The mobilization of each Drilling Rig Package shall commence on the date of issue of the mobilization notice and continue until the complete Drilling Rig Package along with all equipment, tools, accessories, materials and manpower is properly positioned at the first drilling location, rig-up operations completed and the well is actually spudded in.

After the receipt of mobilization notice w.r.t the Letter of Award, Contractor shall submit fortnightly report or any other report as desired by Company showing progress in each activities of mobilization.

Company may inspect the rig package before mobilization. Thus, complete rig package should be offered for inspection by Company's representatives prior to mobilization with at least one month notice. Bidder should indicate their acceptance to this effect in the techno-commercial bid.

**Note:** Separate mobilization notice will be issued for each Drilling Rig Package. Liquidated damages (LD) if any will be calculated for each drilling rig package separately.

- 2.2 The Contractor will advise readiness for commencement of mobilization/shipment to Company, at least 3 days before actual mobilization/shipment commences.
- 2.3 Initial mobilization of the Drilling Rig should be completed by the Contractor within 120 days from the date of Mobilization Notice issued by the Company. However, if the offered Rigs are in operation with OIL, the Contractor shall deploy their Rigs within 60 (Sixty) days from date of de-hiring from the on-going Contract or 120 days from the date of issue of Letter of Award (L.O.A), whichever is later.

Repair of Rig, if any, has to be completed and Rig has to be deployed within 60 (Sixty) days from date of de-hiring from the on-going Contract with OIL **or** 120 days from the date of issue of Letter of Award (L.O.A), whichever is later.

- 2.4 Mobilization charges will be payable after the Date of Commencement of Contract as to be certified by the Company representative.
- 2.4.1 Company at its discretion may allow spudding-in or continue drilling operations in well without complete mobilization. In such event an amount proportionate to the short supplied items will be withheld from mobilization charges. However, Contractor must indicate the tentative date of mobilization of such item(s)/equipment/accessories/tools.

- (i) The amount to be withheld from mobilization charges for short supplied items will be calculated based on Company's determined cost, which shall be treated as final, basis of which shall be provided to the Contractor. The withheld amount towards mobilization will be released to Contractor once the short supplied items are made available/supplied by the Contractor.
- (ii) As penalty, the rental charges for short supplied items will be deducted from Contractor; it will be calculated based on Company's determined cost, which shall be treated as final, basis of which shall be provided to the Contractor. The deductions will be made from Contractors running monthly invoice / bill till the short supplied items are supplied by the Contractor.
- (iii) Deductions will be calculated after amortizing the cost of the item over a period of five (5) years applying 15% PTRR (Post tax rate of return).
- (iv) Deduction of penalty and rental charges towards short supplied items will cease once the items are made available by the contractor at well site. However, company will inspect prior to acceptance.
- (v) Contractor shall inform the Company in writing indicating the date of availability of short supplied items at drill site & in no case the drilling operation should suffer for want of such items.
- (vi) In the event any operations at well site suffers for non-availability of Contractor's item / equipment / accessories / tools then nil day rates will become applicable. This clause will be applicable notwithstanding any other provisions in contrary elsewhere in this contract.
- (vii) Notwithstanding this provision for partial mobilization bidder must quote in accordance with relevant clauses for full mobilization.

2.4.2 Company at its discretion may provide item / equipment / accessories / tools to Contractor in exceptional cases only on rental basis based on Contractor's written request at least 20 days in advance subject to availability. In the event Company provides any item / equipment / accessories / tools to Contractor on rental basis for / during operation, the following shall be applicable:

- (i) Contractor shall deposit the assessed value of the item / equipment / accessories / tools either in cash or in the form of a Bank Guarantee to Company in advance before taking delivery of the item / equipment / accessories / tools from Company. However, in case of an emergent situation, OIL may consider to accept the assessed value in Bank Guarantee or in cash within 7(seven) days of issue of the items/equipment.
- (ii) Item / equipment / accessories / tools will be rented out to Contractor for a maximum period of 3(three) months and the same should be returned by Contractor to Company within a specific date to be specified by Contractor.
- (iii) Contractor will be fully responsible for collecting / returning the item / equipment/ accessories / tools either from OIL's field headquarter, Duliajan, Assam, India or from any OIL's nominated place (within India) including to & fro transportation to respective well site.

- (iv) Rental charges (from the date of collection till the date of return) for first three months would be evaluated taking cognizance of the present market trend. Rental will be calculated after amortizing the cost of the item over a period of five (5) years applying 15% PTRR (Post tax rate of return).
- (v) In the event the rented item / equipment / accessories / tools are not returned by Contractors within the specified period of three months, the rental charges would increase by 1.5 times. For next three months, rental charges would be 1.5 times the rental charges of the first three months. Rental charges in any quarter would be 1.5 times the rental charges of the previous quarter.
- (vi) Deductions of rental charges will be made from running monthly invoice /bill & will be calculated based on Company's determined cost, which shall be treated as final, basis of which shall be provided to the Contractor. This will be in addition to the rental charges indicated under clause 2.4.1 (ii, iii & iv).

### **3.0 CONTRACTOR'S PERSONNEL:**

- 3.1 Except as otherwise hereinafter provided, Contractor shall be responsible for the selection, replacement, and determining remuneration of Contractor's personnel. Such employees shall be employees solely of the Contractor. Contractor shall ensure that its personnel will be competent and efficient. However, the Contractor shall provide details of experience, qualification and other relevant data of the personnel to be deployed for scrutiny and clearance by the Company before actual deployment. The Contractor shall not deploy its personnel unless cleared by the Company.
- 3.2 The Contractor shall authorize the rig manager / superintendent to liaise with Company's representative & Company's third party service providers for all day to day operational requirements. Additionally the rig manager / superintendent should also resolve other day to day matters which arise at site.
- 3.3 The Contractor shall be responsible for arranging relief of personnel during vacation, statutory off days, sickness etc. entirely at their cost. However, such relievers must also have the qualification/experience as indicated in Section-II, 'Scope of Work' and Contractor should submit qualification/ bio-data / experience / track record of the personnel. Moreover, the Contractor will have to obtain prior permission/approval from Company for the relief personnel of the Contractor.
- 3.4 The Contractor shall provide all manpower for necessary supervision and execution of all work under this contract to Company's satisfaction except where otherwise stated. The minimum number of key personnel to be deployed is mentioned in this document.

The Contractor shall indicate their manpower category-wise clearly in their offer. The qualification/bio-data / experience / track record of the personnel proposed to be deployed shall have to be indicated clearly. Any additional manpower deployed by the Contractor shall be at the expense of the Contractor.

- 3.5 Replacement of Contractor's Personnel: The Contractor will immediately remove and replace any of their personnel, who in the opinion of the Company is incompetent or negligent or of unacceptable behavior or whose employment is otherwise considered by Company to be undesirable. The replacement

personnel must also have the qualification/experience as indicated in Clause No. 8.0 of Section-II. The Contractor shall submit qualification/bio-data/experience/track record of the replacement personnel and shall obtain prior permission/approval from Company for the replacement personnel. The replacement of such personnel will be fully at the cost of the Contractor and shall be made within ten (10) days of such instruction from the Company.

- 3.6 Contractor shall deploy on regular basis, all category of their employee required for economic and efficient drilling and other related operations.

**4.0 FOOD, ACCOMMODATION AND TRANSPORTATION FACILITY AT WELL SITE:**

- 4.1 The Contractor shall provide catering services, sanitation, laundry services & accommodation for their employees as well as for Company's employees, employees of Company's third party service provider(s) engaged by the Company and for any other Company designated personnel. Catering Services should include bed tea, breakfast, lunch, evening tea with snacks and dinner.

- 4.2 Transportation of Contractor's personnel will be arranged by Contractor whilst that of company's staying at base camp will be arranged by Company.

**5.0 CONTRACTOR'S ITEMS**

- 5.1 Contractor shall provide Contractor's items to perform the services under the contract as specified in this document. Contractor shall be liable to obtain any permits or licenses required for the use of Contractor's Items.

- 5.2 The Contractor shall be responsible for maintaining at his cost adequate stock levels of Contractor's items including spares and replenishing them as necessary.

- 5.3 Contractor shall be responsible for the maintenance and repair of all Contractors' items and will provide all spare parts, materials, consumables etc. during the entire period of the contract.

- 5.4 Contractor will provide full water requirement at rig site and campsite. The camp should have proper water filtration plant or provide bottled drinking water.

- 5.5 The Contractor shall provide all fuel & lubricants for operation of Contractor's equipment both at well site and camp site at Contractor's cost. There shall be no escalation in day rates throughout the duration of the Contract including extension, on account of any price increase in fuel/lubricants etc.

- 5.6 Contractor will provide electricity at both drill-site and campsite for meeting both Contractors' as well as Company's & Company's third party requirement.

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

## **6.0 CONDUCTING DRILLING OPERATIONS**

- 6.1 The Contractor shall carry out all operations mentioned hereunder with due diligence in a safe and workman like manner and in accordance with accepted international oilfield practices.
- 6.2 Wells shall be drilled to a depth as specified in the drilling programme but subject to the condition that Company may revise the well depth either lesser or deeper than originally planned. However, it shall be within the capacity of drilling rig.
- 6.3 The Drilling Unit and all other equipment and materials to be provided by the Contractor shall be in good working condition.
- 6.4 The drilling programme to be provided by Company shall primarily include but not limited to the following:
- a) Well structure & deviation plan (if any).
  - b) Casing / Liner programme.
  - c) Well head assembly, blow out prevention system.
  - d) Expected formation details.
  - e) Mud rheology and physico-chemical parameters.
  - f) Coring programme (if any).
  - g) Cementing programme.
  - h) Drill stem testing programme (if any).
  - i) Wireline logging programme.
  - j) Mud hydraulics programme.
- 6.5 Well testing programme to be provided by Company shall primarily include but not limited to the following:
- a) Well testing programme.
  - b) Well head assembly, blow out prevention system.
  - c) Details of well testing string.
  - d) Mud hydraulic programme.
  - e) Cement repair programme (if any).
  - f) Wire line logging programme.
  - g) Drill out plug and packers (if any).
  - h) Casing repair job.
  - i) Gas and water injection programme.
  - j) Wire line operation including perforation.
- 6.6 Completion of drilling shall occur when the well is drilled to the required depth with casings lowered, cemented, logged satisfactorily, hermetically tested, and drill pipes broken off in singles, initial production testing carried out & well plinth cleared from all debris/pollutants unless otherwise advised by the Company.
- 6.7 Operation of Drilling Unit: Contractor shall be solely responsible for the operation of the Drilling Unit including but not limited to supervising rig move operations and positioning and rigging up at drilling location as required by Company as well as such operations at drilling locations as may be necessary or desirable for the safety of the Drilling Unit.

- 6.8 Safety & Environment: Contractor shall observe such safety & environment regulations in accordance with acceptable oilfield practice and applicable Indian Laws such as Mines Act, Oil Mines Regulation Act 2017, guidelines of OISD, CPCB, SPCB, & MoEF & CC and CEA Regulations (2010) safety rules etc. Contractor shall take all measures necessary to provide safe working conditions and shall exercise due care & caution in preventing pollution, fire, explosion and blow out, and maintain firefighting and well control equipment in sound condition at all times. Contractor shall conduct such safety drills, BOP tests etc. as may be required by Company at prescribed intervals.
- 6.9 Coring: Contractor shall have to take either rat-hole or full-hole, conventional cores between such depths as specified by Company and in the manner requested by Company in consultation with Coring Service Expert, to be provided separately by Company alongwith relevant coring equipment.
- 6.10 Cuttings: Contractor shall save and collect cuttings samples according to company's instructions and place them duly labelled in containers furnished by company.
- 6.11 Hole Inclination: Contractor shall do his best in accordance with good oil field drilling practices to maintain the deviation of the hole within the limit specified by the company in the drilling programme.
- 6.12 Deviation Drilling: Contractor shall do his best in accordance with good oilfield drilling practices to assist the directional drilling expert & services if provided by the Company to maintain deviation of the hole within the limit to be specified by the Company.
- 6.13 Contractor shall assist in performing any tests to determine the productivity of any Formation encountered as may be directed by Company. Such tests and services may include, but not limited to electric logging, drill stem tests, surface production testing, perforation of casing, acidizing, swabbing, fracturing and acid fracturing. Specialized Tools and personnel for these operations will be provided by the Company.
- 6.14 Depth Measurement: Contractor shall at all times be responsible for keeping accurate record of the depth of the hole including the various components of drill string, fishing string, tubular, casing, etc. or any other tool run into the hole and record such depth on the daily drilling report and tally books. OIL shall have the right at any time to check measurements of the depth of the hole in any manner.
- 6.15 Plug back and Sidetrack: Upon being requested to do so by the Company, the Contractor shall cease drilling and carryout sidetracking of the hole after plugging-back (if required) to be done by Company or Company's engaged third party Cementing Services. All required help for plugging-back operation should be extended by the Contractor.
- 6.16 Casing and Cementing: Lowering and / or pulling out (if required) of casing / liner are Contractor's responsibility. Contractor shall use best international oilfield practices for handling, running and setting the supplied casing / liner to the required depths as instructed by the Company. In case the casing / liner are required to be retrieved, the Contractor shall take full precautions for safely retrieving & keeping the same segregated at a suitable place. (Note: – Liner

Hanger Services whenever required will be hired separately/provided by Company).

The cementation of casing / liner will be carried out by the Company/ Company's third party cementing service provider. However, the Contractor shall extend all required assistance for the entire cementing operations. Contractor shall allow cement to set for a length of time as specified by the Company. During such time, Contractor shall assemble blowout prevention equipment and test the same in a manner satisfactory to Company and otherwise make preparation for subsequent work. After cement has set, casing job shall be tested in a manner satisfactory to Company, and Contractor shall continue such testing until results satisfactory to Company are secured. Any re-cementing or repairs to casing will be done at Company's discretion.

- 6.17 The Contractor is required to provide all necessary assistance as per standard international drilling practice to Mud Engineering Service Provider if any is hired separately by Company for effective maintenance of drilling fluid parameters in accordance with specifications and/or formulations set forth by the Company.
- 6.18 In the event of any fire or blowout, Contractor shall use all reasonable means at his disposal to protect the hole and bring the said fire or blowout under Control.
- 6.19 Adverse Weather: Contractor, in consultation with Company, shall decide when, in the face of impending adverse weather conditions, to institute precautionary measures in order to safeguard the well, the well equipment, the Drilling Unit and personnel to the fullest possible extent. Contractor and Company shall each ensure that their representatives for the time being at well site will not act unreasonably in exercising this clause.
- 6.20 AMENDMENTS OF DRILLING AND COMPLETION PROGRAMME: It is agreed that Contractor shall carry out drilling, testing, completions, abandonment, if any and all other operations, in accordance with the well drilling and completion programme to be furnished by Company, which may be amended from time to time by reasonable modification as Company deems fit, in accordance with good oilfield practices.
- 6.21 WELL POLICY: The drilling policy given in this document is tentative only. The depth, nature, area or all other factor may vary depending on the actual requirement at and during the time of commencement of the contract. The Contractor shall be bound to honour those changes made by Company from time to time, if any.
- 6.22 WELL COMPLETION/WELL ABANDONMENT: After completion of a well successfully, Contractor will provide the completion report of the well with all information and events including above-mentioned information. In case of abandonment of a well, abandonment report, in addition to above, will be provided by the Contractor in Company's prescribed format or as per requirement.

## **7.0 CONTRACTOR'S SPECIAL OBLIGATIONS**

- 7.1 It is expressly understood that Contractor is an independent Contractor and that neither it nor its employees and its sub-contractors are employees or agents of Company provided, however, Company is authorized to designate its representative, who shall at all times have access to the Drilling Unit, related equipment and materials and all records, for the purposes of observing, inspecting and designating the work to be performed hereunder by Contractor. The Contractor may treat Company's representative at well site as being in-charge of all Company's designated personnel at well Site. Company representative may, amongst other duties, observe, test, check and control implementation of drilling, casing, mud and testing programmes, equipment and stock, examine cuttings and inspect works performed by Contractor or examine records kept at well site by Contractor.
- 7.2 COMPLIANCE WITH COMPANY'S INSTRUCTIONS: Contractor shall comply with all instructions of Company consistent with the provision of this Contract, including but not limited to drilling, well control, safety instructions, confidential nature of information, etc. Such instructions shall, if Contractor request, be confirmed in writing by Company's representative.
- 7.3 WELL RECORDS: Contractor shall keep an authentic log and history of each well on the daily drilling report prescribed by Company and upon completion or abandonment of the well, deliver to Company, 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 reports shall include the depth drilled formations encountered and penetrated, depth cored and footage of cores recovered, during the preceding twenty four (24) hours, details of BHA in hole, details of drilling parameters maintained and any other pertinent information relating to the well.

Contractor shall also provide OIL:

- i) Daily drilling report on IADC pro-forma duly certified by Company's representative along with daily record-o-graph/Rig sense graph/ drill-o-meter chart/Drill watch. Hardcopies along with softcopies of Daily report of all critical parameters from the Drill watch system shall be generated in a prescribed soft format and send to concerned Company Representative.
- ii) Daily mud report on IADC pro-form including mud stock, daily consumption and stock position of chemicals and daily mud hydraulics.
- iii) Daily report on P.O.L. consumption.
- iv) Daily report on effluent management with chemical analysis report of the output samples.
- v) Deviation charts/records on daily basis, whenever applicable.
- vi) Casing tally/Tubular tally details: After each job.
- vii) Bit performance record: After completion of each well.

viii) Well completion/well abandonment report: After completion of a well successfully, Contractor will provide drilling and completion report of the well with all information and events including above-mentioned information. In case of abandonment of a well, abandonment report, in addition to above, will be provided by the Contractor in Company's prescribed format or as per requirement. Entire Drilling Data for a particular well from the Drillwatch system shall be given to the Company Representative in soft form in a transferrable storage device like Pendrive, DVDs or external Hard Drives so that the data can be accessed in future for reference.

Well completion report shall primarily include but not limited to the following for all stages of drilling:

- Well head diagrams
- BHA used
- Depth vs Mud Parameters
- Depth vs Drilling Parameters
- Depth vs Lithology
- Drill bit performance
- Different survey reports
- Casing Running in
- Cementing reports
- Testing including well head testing, LOT, Hermetical etc.
- Drilling Complication and Remedies
- Time break ups for all drilling activities.

ix) Daily roster of Contractor's personnel.

x) The Contractor shall maintain inventory of rig equipment & accessories at site, indicating their respective models, serial nos., vintage, specifications etc. The Contractor shall provide inventory list endorsed by Company representative and any addition & deletion of items will be intimated to Company representative.

xi) All items including consumables if imported against Essentiality Certificate (EC) under 'concessional' (Nil) Customs Duty shall be recorded in the proper format, indicating date of receipt, type, consumption, date of replacement etc.

xii) The Contractor shall complete re-export formalities upon completion/termination of this contract against all such items which were brought into India on re-exportable basis and provide the list of the items, equipment, consumables etc. to Company alongwith all relevant export documents. It will also be the sole responsibility of the Contractor to ensure cancellation & discharge of all undertakings/bonds from Customs authorities which were provided by Company at the time of import against this contract.

7.4 Confidentiality of Information: All information obtained by Contractor in the conduct of Drilling Operations hereunder, including but not limited to, depth, formations penetrated, coring, testing, surveying etc. shall be considered confidential and shall not be divulged by Contractor or its employees to anyone other than Company's representative. This obligation of Contractor shall be in force even after the termination of this Contract.

- 7.5 Contractor shall carryout normal maintenance of Company's items at well site excepting for those items which Contractor is not qualified to, or cannot maintain or repair, with its normal complement of personnel and equipment.
- 7.6 Contractor should furnish the list of items, which are required to be imported by Contractor for execution of this contract, in the format specified in Proforma-A, towards which the recommendatory letters to the Directorate General of Hydrocarbons (DGH), New Delhi would be issued subsequently by Company on request for clearance of goods from Indian customs by Contractor at concessional (nil) rate of customs duty.
- 7.7 Contractor shall arrange for inland transportation of all equipment, etc. from the port to the place of work and back at the end of the work at their own expense. Arrangement of Road Permits and payment of Entry Tax for bringing Contractor's equipment/materials to Work place shall be Contractor's responsibility.

Electrical overhead line / electrical obstructions clearance shall have to be arranged by the Contractor. This covers all movements of the rig, including initial deployment to designated well-site, and from there to subsequent well-sites as required.

- 7.8 In case the Contractor imports the equipment etc. on re-exportable basis, the Contractor shall ensure for re-export of the equipment and all consumables and spares (except those consumed during the contract period) and complete all documentation required. Company will issue necessary certificates etc. as required. The Contractor should arrange for re-export of equipment within sixty (60) days of notice of de-mobilization issued by Company. If the re-export is not completed within the specified period, customs duty, penalty etc. levied by customs authorities for such delay shall be to Contractor's account and same will be deducted by the Company from Contractor's bills and Performance Security.

7.9 **INSPECTIONS:**

(a) **Pre-move Inspection:**

(i) The Contractor shall engage an independent third party inspection agency acceptable to Company as listed at Clause 2.3.5 under BEC/BRC. Additionally, all tubular, fishing tools, drill string, and handling Equipment to be provided by the Contractor as specified must be inspected/tested (NDT) as per relevant API & OISD Standards by an independent third-party inspection agency prior to the Mobilisation/Commencement Date.

(ii) Contractor shall ensure that its drill string and all other down hole tools furnished by Contractor are inspected according to TH Hill DS-1, Level 5 standards.

(iii) Copies of all inspections reports are to be sent to Company along with an explanation of the standards used for the inspection procedures. All inspection reports shall be legibly signed by an identified person.

(iv) If new tubular and handling equipment are used, with mill / manufacturer's certification, no inspection will be required.

(v) Pre-move inspection reports related to all tubular, drill string, and handling Equipment must be submitted to the company at least one month prior to completion of mobilization.

**(b) Inspection during drilling:**

(i) The Drilling Unit and Equipment shall be made available for inspection by Company promptly upon request and as often as Company requests.

(ii) During the execution of the Work Program, Contractor will frequently inspect the drill string and all down hole tools furnished by Contractor as specified below:

- The Contractor shall carry out inspections of down hole tubulars, equipment and tools regularly in use, at reasonable interval to the standard of TH HILL DS1-Level 3 at contractor's cost.
- The Contractor shall carry out non-destructive test / inspection of Mast & Sub-structure at reasonable interval at Contractor's cost.

(iii) Hoisting and handling equipment shall be inspected in accordance with the intervals as per Contractor's inspection and maintenance standards which should be submitted to the company.

**(c) Blowout Preventer:**

Contractor shall inspect, install, and pressure test all Blowout Preventer equipment. All documentation of certification, pressure testing, and BOP drills will be made available to the Company. Any discrepancies to the Contractors or Companies safety policy will be corrected prior to continuation of operations. All related documentation will be made available to the Company. BOPs to be installed tested & operated as per API RP53 and OISD RP 174.

**(d) Lifting Equipment:**

(i) All lifting equipment, except brand new equipment (where current certification is available) including but not limited to shackles, slings, pad eyes, crane, man riding equipment, elevators, bails, pulleys etc. must be inspected to and at a frequency directed by current manufacturer's guidelines and relevant API Recommended Practices.

(ii) As a minimum, all lifting equipment will be fully inspected on an annual basis by an independent third party, NDT inspectors who are fully qualified to international standard.

(iii) Full visual inspection shall be carried out by every 6 (six) months by Contractor and inspection report should be made available to the Company for review as & when required.

(iv) Dye Penetration Test will only be done to the hook of the crane. Load test of the crane at different loads will be carried out by the contractor.

**7.10 MAINTENANCE:**

- i) Contractor shall have in place and carry out the manufacturer's recommended preventive maintenance program for all equipment.
- ii) All replacement parts must be manufactured by the original equipment manufacturer (OEM).
- iii) Fasteners and seal elements for BOP equipment must also be manufactured by the original equipment manufacturer (OEM).
- iv) All BOP seal elements are to be stored per manufacturer's recommendations, but not limited to the following:
  - (a) Sunlight exposure
  - (b) Temperature and moisture control
  - (c) Dust and other contamination protection

**8.0 COMPANY'S SPECIAL OBLIGATIONS:**

- 8.1 The Company shall at its cost, provide items and services as shown in this document.
- 8.2 The Company shall be responsible at its cost, for maintaining adequate stock levels of its items and replenishing the same as deemed necessary, unless specified to the contrary elsewhere in the contract.
- 8.3 Ingress and Egress at location: Company shall provide Contractor requisite certificates for obtaining rights of ingress to egress from the locations, where wells are to be drilled, including any certificate required for permits or licenses for the movement of Contractor's personnel. Should such permits / licenses be delayed because of objections of appropriate authorities in respect of specific Contractor's personnel, such personnel should be promptly removed from the list by the Contractor and replaced by acceptable personnel. For any stoppage of operations for such delays, no day rate will be applicable.

**9.0 PAYMENTS, MANNER OF PAYMENT, RATES OF PAYMENT, SET-OFF, FORCE MAJEURE ETC.**

- 9.1 Company shall pay to the Contractor during the term of the Contract the amount due from time to time calculated according to the rates of payment set and in accordance with other provisions hereof. No other payments shall be due from Company unless specifically provided for in the Contract. All payments will be made in accordance with the terms hereinafter described.
- 9.2 MANNER OF PAYMENT: All payments due by Company to Contractor hereunder shall be made at Contractor's designated bank with Reserve Bank of India (RBI)'s approval, if applicable. Bank charges, if any will be on account of the Contractor.

- 9.3 Payment of any invoices shall not prejudice the right of Company to question the validity of any charges therein, provided Company within 2 (two) year after the date of payment shall make and deliver to Contractor written notice of objection to any item or items the validity of which in question.
- 9.4 Invoices: Mobilization charges will be invoiced only upon completion of mobilization (after commencement of operation at the first well), submission /production of appropriate inventory documents, and physical verification by Company representative.
- 9.5 Contractor shall submit monthly invoices to Company only after the end of each calendar month for all daily or monthly charges due to the Contractor.
- 9.6 Billings for daily charges/day rates will reflect details of time spent (calculated to the nearest quarter of an hour) and the rates charged for that time. This should be in the form of monthly time analysis chart(s). Monthly invoices will be raised only after spudding-in of the first well.
- 9.7 Invoice for reimbursable charges, if any, related to the Contract will be accompanied by documents supporting the cost incurred and duly certified by Company representative.
- 9.8 Contractor will submit 02(Two) sets of all invoices duly super scribed 'Original' and 'copy' as applicable to the company for processing payment. Separate invoices for the charges payable under the contract shall be submitted by the Contractor for foreign currency and Indian currency.
- 9.9 Payment of monthly invoices, if undisputed, shall be made within 45 days following the date of receipt of invoice by Company excepting for the first two (2) and last monthly invoices where some delay (up to two months) may occur.
- 9.10 Company shall within 30 days of receipt of the invoice notify the Contractor of any item under dispute, specifying the reasons thereof, in which event, payment of the disputed amount may be withheld until settlement of the dispute, but payment shall be made of any undisputed portion on or before the due date. This will not prejudice OIL's right to question the validity of the payment at a later date as envisaged in Clause 9.3 above.
- 9.11 The acceptance by Contractor of part payment on any billing not paid on or before the due date shall not be deemed a waiver of Contractor's rights in any other billing, the payment of which may then or thereafter be due.
- 9.12 Payment of other invoices as set forth in Clause 9.7 (reimbursable items) shall be made within 60 days following the date of receipt of the invoices by Company.
- 9.13 Payment of Mobilization Charges shall be made within 45 days following the date of receipt of undisputed invoices by Company. Mobilization should be complete in all respect before raising invoice.
- 9.14 Payment of Demobilization charges shall be made when applicable within 45 days following receipt of invoice by Company accompanied by the following documents from the Contractor:
- a) Audited account up to completion of the Contract.

- b) Tax audit report for the above period as required under the Indian Tax Laws.
  - c) Documentary evidence regarding the submission of returns and payment of taxes for the personnel engaged by the Contractor or by its sub-contractor.
  - d) Proof of re-export of all items including the unutilized spares and consumables (excepting consumables consumed during the contract period) and also cancellation of re-export bond if any.
  - e) Any other documents as required by applicable Indian Laws. In case, no de mobilization charges are payable, the documents mentioned above will have to be submitted by the Contractor before release of the final payment by OIL.
- 9.15 Contractor shall maintain complete and correct records of all information on which Contractor's invoice are based up to 2 (two) years from the date of last invoice. Such records shall be required for making appropriate adjustments or payments by either party in case of subsequent audit query/objection. Any audit conducted by Company of Contractor's records, as provided herein, shall be limited to Company's verification (i) of the accuracy of all charges made by Contractor to Company and (ii) that Contractor is otherwise in compliance with the terms and conditions of this Contract.
- 9.16 SET-OFF: Any sum of money due and payable to the Contractor (including Performance Security refundable to them) under this or any other Contract may be appropriated by OIL and set-off against any claim of OIL (or such other person or persons contracting through OIL) for payment of a sum of money arising out of this contract or under any other contract made by the Contractor with OIL (or such other person or persons contracting through OIL).
- 9.17 SUBSEQUENTLY ENACTED LAWS: Subsequent to the date of bid submission, if there is a change in or enactment of any law or interpretation of existing law, which results in addition/reduction in cost to Contractor on account of the operation contemplated under the Contract, the Company/ Contractor shall reimburse the Contractor/pay Company for such additional/reduced costs actually incurred/saved by Contractor, subject to the submission of documentary evidence by Contractor/Company.
- 10.0 LIABILITY FOR THE WELL:** The Company 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 except in the case of negligence of the Contractor, its Agents, Employees or sub-contractors, the Company 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 re-drill 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 applicable 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.

**10.1 LOSS OR DAMAGE OF CONTRACTOR'S DRILLING UNIT OR SUBSURFACE EQUIPMENT**

- (a) The Contractor shall at all times be solely responsible for any damage to or loss or destruction of the Drilling Unit and its other property irrespective of how such loss, damage or destruction is caused, and even if caused by the negligence of the Company and/or his servants, agents, nominees, assignees, Contractors and subcontractor, and Contractor shall hold harmless and indemnify the Company from and against any expenses, loss or claim related to or resulting from such loss, damages or destruction.
  - (b) 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 stand terminated in respect of the 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 money then due or liabilities to be charged in respect of the Work already done under this Contract in respect of that Drilling Unit(s).
  - (c) Except as otherwise specifically provided in the Contract, any damage to or loss, of the Drilling Unit and/or subsurface tools/equipment regardless of the cause or reason for said loss, shall be the loss of the Contractor, its underwriters or insurers. Contractor indemnifies OIL, its Co-licensees and its and their affiliates, agents, employees, invitees, servants, their underwriters or insurers (other than Contractor's) and their employees, agent from 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 herein undertaken.
  - (d) If the Drilling Unit or any part thereof or sub-surface tools/equipment is lost or damaged beyond repair or becomes an actual or constructive compromised, arranged loss or is otherwise abandoned, the Contractor shall, if required by OIL or by the laws, regulation or order of Governmental Authorities or Agency remove the Drilling Unit from operating areas to the satisfaction of Company. If the Contractor unreasonably delays in removing the Drilling Unit or any part thereof, Company may remove it and the Contractor shall indemnify and reimburse Company for all cost and expenses incurred by OIL in connection therewith. Any expense incurred by Company in connection with or for locating the area/price of such loss/damage and/or ascertain whether such loss/damage has resulted in any pollution or not, shall also be reimbursed by the Contractor to Company.
- 10.2 COMPANY'S EQUIPMENT:** Contractor shall assume the risk of and shall be solely responsible for, damage to and loss or destruction of materials and equipment or supplies furnished by Company. In case there is a loss or damage to Company's equipment for causes attributable to Contractor, the Contractor shall compensate Company.
- 10.3 BLOWOUT OR CRATER:** In the event any well being drilled hereunder shall blowout or crater due to negligence of the Contractor, Contractor shall bear the entire cost and expenses of killing the well or otherwise bringing the well under control upto US Dollar One Million for each incident and in this regard Operator shall indemnify and hold Contractor harmless in excess of US Dollar 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.

- 10.4 USE OF CONTRACTOR'S EQUIPMENT: The Company shall have the right to use the Drilling Unit and the entire Contractor's equipment provided under the Contract during such times as Company or both Company and the Contractor are engaged in bringing the well under control.
- 10.5 POLLUTION AND CONTAMINATION: Notwithstanding anything to the contrary contained herein, it is agreed that the responsibility and liability for pollution or contamination shall be as follows:
- a) Contractor shall assume all responsibility and liability for cleaning up and removal of pollution or contamination which originates above the surface from spills of fuels, lubricants, motor oils, pipe dope, paints, solvents and garbage wholly in Contractor's possession and control and/or directly associated with Contractor's equipment and facilities, provided, however, Contractor's liability shall be limited to US Dollars One Million (US\$ 1 Million) where after the Operator shall indemnify and hold harmless Contractor for amounts in excess.
  - b) Except as otherwise provided in article 10.5(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 caving, lost circulation and fish recovery materials and fluids provided however, Contractor's sole liability under this sub-clause is to reimburse Operator US Dollars One Million (US\$ 1 Million) of cost paid/incurred by Operator in control of the pollutant, cleanup costs, or damage to a third party, provided said pollution results from contractor's sole negligence.
  - c) In the event a third party commits an act of omission which results in pollution or contamination for which either the Contractor or Company, by whom such party is performing work is held to be legally liable, the responsibility shall be considered as between Contractor and Company, regardless of the party for whom the job was performed and liability as set forth in (a) and (b) above would be specifically applied.
  - d) In the event effluent / waste pit provided by the Company, getting filled up in the normal course which can be prevented by Contractor, the same shall be emptied completely or partially using disposal pumps by the Contractor after proper treatment of effluent, to avoid overflow in the neighbouring areas or alternatively the Company will provide additional pits at its cost. In case pits so constructed have seepage from the walls of the pit or bund of the pit, Company will take remedial action to prevent the same at its cost.

- e) Contractor shall assume all responsibility and liability for erection/ installation and efficient operation of the mobile Effluent Treatment Plant, dismantling after completion of effluent treatment of entire effluent after declaration of ILM for next location and maintaining the sample analysis report for both solid and liquid output conforming to SPCB Standard (desired output of treated effluent, expected effluent characteristics from various sources & test frequency are given below). Conforming to SPCB Standard (desired output of treated effluent, expected effluent characteristics from various sources & test frequency are given below).

Sl. No.	Parameters	Permissible Limit (not to exceed) SPCB
1	pH	5.5 -9.0
2	Temperature	40° C
3	Suspended Solids	100 mg/L
4	Oil & Grease	10 mg/L
5	Phenolics	1.0 mg/L
6	Cyanides	0.2 mg/L
7	Fluorides	1.5 mg/L
8	Sulphides	2.0 mg/L
9	Chromium (Hexa)	0.1 mg/L
10	Chromium (Total)	1.0 mg/L
11	Copper	0.2 mg/L
12	Lead	0.1 mg/L
13	Mercury	0.01 mg/L
14	Nickel	3.0 mg/L
15	Zinc	2.0 mg/L
16	BOD at 27° C for 3 days	30 mg/L
17	COD	100 mg/L
18	Chlorides	600 mg/L
19	Sulphates	1000 mg/L
20	Total Dissolved Solids	2100 mg/L
21	Percent Sodium	60 mg/L

**Name of the sample: Composite sample of drilling mud effluents from Hydro cyclones**

Sl. No.	Parameters	Units	Result
1.	Appearance	-	Greyish pourable mud
2.	Total suspended solid	Mg/I	65300
3.	Total Solid	Mg/I	66800
4.	Total Dissolved Solid	Mg/I	1500
5.	M. Value as CaCO <sub>3</sub>	Mg/I	120
6.	Chloride as Cl	Mg/I	85
7.	Sulphate as SO <sub>4</sub>	Mg/I	1400
8.	Total Iron as Fe	Mg/I	60
9.	Total Chromium as Cr	Mg/I	5.6

10.	Hexavalent chromium as Cr	Mg/I	< 0.1
11.	Vanadium as V	Mg/I	< 0.2
12.	Total Heavy Metals as Pb	Mg/I	< 0.2
13.	Specific Gravity of Mud		1.03

**Physio Chemical Characteristic of drilling mud (Waste Water)**

Sl. No.	Parameters	Units	Result
1.	Appearance	-	Greyish pourable mud
2.	Total suspended solids	Mg/I	12990
3.	Total Solids	Mg/I	14490
4.	Total Dissolved Solids	Mg/I	1500
5.	M. Value as CaCO3	Mg/I	600
6.	Chloride as Cl	Mg/I	210
7.	Sulphate as SO4	Mg/I	25
8.	Total Iron as Fe	Mg/I	-
9.	Total Chromium as Cr	Mg/I	< 0.02
10.	Hexavalent chromium as Cr	Mg/I	< 0.02
11.	Vanadium as V	Mg/I	< 0.1
12.	Total Heavy Metals as Pb	Mg/I	< 0.2
13.	Specific Gravity of Mud		1.0074
14.	Total Oil	% (m/v)	1.0
15.	Free Oil	% (m/v)	0.8
17.	Emulsified Oil	% (m/v)	0.2
18.	BOD at 27°C for 3 days	mg/l	137
19.	COD	mg/l	825

**Name of the sample: Sample Collected from vibrating screen**

Sl. No.	Parameters	Units	Result
1.	Appearance	-	i. Hard Cake having solid consistency 36%.
			ii. Lower layer Black uplayer- Gray on dissolution with water in ratio 1.1

2.	Soil to Emulsified mud ratio	-	82:12
3.	Nature of Settling	-	Black mud separates out from emulsified mud in 2 to 4 Hrs.
4.	pH of the upper unsettleable layer	-	7.3
5.	M. Value as CaCO <sub>3</sub>	mg/l	148
6.	Chloride as Cl	mg/l	95
7.	Sulphate as SO <sub>4</sub>	mg/l	1650
8.	Iron as Fe	mg/l	68
9.	Total Chromium as Cr	mg/l	6.0
10.	Hexavalent Chromium as cr	mg/l	< 0.2
11.	Vanadium as V	mg/l	< 1.0
12.	Other Heavy Metals as Ph	mg/l	< 1.0

**Test Parameters and tentative Frequency of various tests**

Sl. No	Parameters	Permissible Limit (not to exceed) SPCB	Daily Testing at Site	Fortnightly Testing offsite by the Contractor
1	pH	5.5 - 9.0	Yes	
2	Temperature	40° C	Yes	
3	Suspended Solids	100 mg/L	Yes	
4	Oil & Grease	10 mg/L	Yes	Yes
5	Phenolics	1.2 mg/L	Yes	
6	Cyanides	0.2 mg/L		Yes
7	Fluorides	1.5 mg/L		Yes
8	Sulphides	2.0 mg/L		Yes
9	Chromium (Hexa)	0.1 mg/L	Yes	
10	Chromium (Total)	1.0 mg/L		Yes
11	Copper	0.2 mg/L		Yes
12	Lead	0.1 mg/L		Yes
13	Mercury	0.01 mg/L		Yes
14	Nickel	3.0 mg/L		Yes

15	Zinc	2.0 mg/L		Yes
16	BOD at 27° C for 3 days	30 mg/L		Yes
17	COD	100 mg/L	Yes	
18	Chlorides	600 mg/L	Yes	
19	Sulphates	1000 mg/L	Yes	
20	Total Dissolved Solids	2100 mg/L	Yes	
21	Percent Sodium	60 mg/L		Yes

#### 11.0 WAIVERS AND AMENDMENTS:

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

#### 12.0 CUSTOMS DUTY

- 12.1 In terms of Sl. No. 404 of the Customs Notification No.50/2017-Cus dated 30.06.2017, imports of the items specified in List 33 of the Notification are subject to levy of concessional rate of customs duty @5% (BCD Nil & IGST @5%) subject to conditions specified therein (Condition No. 48). However, Condition No. 48 along with List-33 of the said notification has been amended vide Customs Notification No. 02/2022-Customs dated 01.02.2022. Similarly, the domestic supply of such goods would attract 5% GST (i.e. IGST or CGST & SGST/UTSGT) on submission of EC in terms of GST Notification No. 03/2017.
- 12.2 Bidder should provide the list of items to be imported by them under the Contract in the format specified in **Proforma-A** alongwith their bid for issuance of requisite undertaking/certificate for availing concessional rate of customs duty only against the items explicitly covered under List-33 of Customs Notification No. 02/2022-Customs dated 01.02.2022 or against any other item(s) subsequently declared by the competent authority during the tenure of the contract to be duty exempted/concessional. Contractor shall make written request to Company immediately after shipment of the goods indicated by them in **Proforma-A**, alongwith the Invoices and all shipping documents (with clear 15 working days notice) requesting Company for issuance of the Recommendatory Letter/requisite undertaking/certificate. Company shall issue the Recommendatory Letter/ requisite undertaking/certificate provided all the documents submitted by the Contractor are found in order as per contract. Undertaking/Certificate for availing concessional rate of Customs Duty shall be issued by OIL only for the eligible items, provided the same are included in the Proforma-A submitted by the bidder.

- 12.2.1 The required certificate/undertaking for availing concessional duty will be issued by OIL 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 required certificate/undertaking 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.
- 12.2.2 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 OIL shall be borne by the Contractor including the element of interest on OIL's fund blocked under such circumstances. OIL shall be indemnified by the Contractor against all actions by Govt. or any other agency for acts of commission and omission.
- 12.2.3 Contractor shall be responsible to import the equipment/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.
- 12.2.4 The equipment/tools imported by the Contractor for petroleum operations against the certificate/undertaking provided by OIL shall not be used/deployed by the Contractor for any purpose other than the jobs arising out of the contract awarded by OIL and in the event of equipment/tools being misused or put to use other than specified use, the Contractor shall be liable to pay duty, fine, penalty and other actions taken by the Customs Department and other authorities for violation of the customs rules and regulations and other allied rules.
- 12.3 OIL will not issue any Undertaking/Certificate towards customs duty concession/exemption for those items (not included in List-33 of Notification) and the duty payable on merit shall be borne by the Contractor. However, any other item if subsequently notified by the competent authority to be Duty free/concessional during the tenure of the contract, OIL will issue requisite Certificate/Undertaking for Contractor to avail the Customs Duty benefit and the duty benefit must be passed on to OIL.
- 12.4 All costs of imports and import clearances under the contract shall be borne by the contractor and Company shall not provide any assistance in this regard.
- 12.5 However, in the event customs duty becomes leviable during the course of Contract arising out of a change in the policy of the Government, the Company shall be liable for payment of the customs duties leviable in India on Contractor's items as provided in **Proforma-A** or the actual whichever is less, provided the Contractor furnishes all necessary documents indicating the estimated customs duty at least 10 days in advance. Such payment of Customs Duty shall be arranged by the Company and made available to the representatives of Contractor at Kolkata (Port of Importation in India) within 3 working days after the Contractor submits the undisputed and clear necessary documents/duty assessment papers at Company's office at Kolkata. Contractor would be responsible for passing such payment to customs authorities at the port of entry. Company's obligation for Customs Duty payment shall be limited / restricted to the tariff rates as assessed by the Customs on the day of clearance, or as on the last day of the stipulated mobilization period. In case of

clearance thereafter, on the CIF value of items in Proforma-A will be frozen and any increase in Customs Duty on account of increase in value on these will be to the Contractor's account. Furthermore, in case the above CIF value is not acceptable to assessing Customs Officer and as a result if any excess Customs Duty becomes payable, it shall be to Contractor's account. Before filing Bill of lading, Bill of entry, the Contractor must consult the Company to avoid payment of excess Customs Duty.

- 12.6 Contractor shall, however, arrange clearance of such items from Customs and port authorities in India and shall pay all requisite demurrages, if any, clearance fees/charges, port fees, clearing and forwarding agent fees/ charges, inland transport charges etc. Company shall provide all assistance by issuance of necessary letter of authority or other relevant documents and necessary help.
- 12.7 Contractor must ensure that the spares and consumables imported by them for providing the services under Contract are properly used in executing their job under the Contract in the PEL/ML areas of Company for which EC has been obtained. Contractor shall furnish to Company a certificate as and when the spares and consumables are used/consumed certifying that the spares and the consumables imported by them have been consumed in those ML/PEL areas under the contract for which ECs were obtained by them. In order to avoid any misuse of the spares and consumables imported by the Contractor for providing the services under the Contract, Contractor shall furnish an Undertaking similar to that being furnished by Company to Customs of suitable amount before issue of the Recommendatory Letter.
- 12.8 **DEMOBILISATION & RE-EXPORT:** The Contractor shall arrange for and execute demobilization of the entire Rig package, Tools/Equipment/Spare/Accessories/Manpower etc. upon receipt of notice for demobilization from Company. Demobilization shall mean completion / termination of the contract and shall include dismantling of the complete Rig package, its accessories/equipment, including the manpower and re-export of the complete Rig package (if re-exportable), its accessories/equipment, unutilized spares and consumables at the cost of the Contractor. Demobilization shall be completed by Contractor within 60 (sixty) days of issue of demobilization notice by Company. Immediately after re-exporting the Rig package, its accessories, equipment and the unused spares and consumables, Contractor shall submit the detailed re-export documents to Company as documentary proof of re-exporting the complete Rig package, its accessories, equipment and the unused spares and consumables. In case of failure to re-export any of the items as above within the allotted time period of 60 (sixty) days except under circumstances relating to Force Majeure, Company reserves the right to withhold the estimated amount equivalent to the Customs Duty and/or penalty leviable by customs on such default in re-export from Contractor's final settlement of bills and Performance Security.
- 12.8.1 In the event all/ part of the equipment etc. are transferred by Contractor within the country to an area where nil Customs Duty is not applicable and/or sold to a third party after obtaining permission from Company and other appropriate government clearances in India, then Contractor shall be fully liable for payment of the Customs Duty.
- 12.8.2 Contractor must furnish an undertaking that "the equipment imported and also spares & accessories which remained unutilized after the expiry of the

contract, would be re-exported at their own cost as applicable after completion of contractual obligations and observing all the formalities/rules as per Customs Act or any other relevant Act of Govt. of India applicable on the subject". In case of non-observance of formalities of any provisions of the Customs Act or any other Act of Govt. of India, the Contractor shall be held 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 Bank Guarantee will be forfeited.

- 12.8.3 In the event all / part of the equipment etc. are transferred by Contractor after expiry/termination of the contract within the country to another operator for providing services, and/or sold to a third party, Contractor shall obtain all necessary Govt. of India clearances including the Customs formalities for transferring to another operator and/or sale of the Rig package, its accessories, equipment and the unused spares and consumables to a third party. Company will not be responsible for any non-compliance of these formalities by Contractor. Payment of Customs Duty and penalties (if any) imposed by Govt. of India or Customs authorities for transferring the items in part or in full to an area where Nil Customs Duty is not applicable or sale of the items shall be borne by the Contractor and Contractor indemnifies Company from all such liabilities.

### **13.0 CONFIDENTIALITY:**

Contractor agrees to be bound by professional secrecy and undertake to keep confidential any information obtained during the conduct of Drilling Operations, including, but not limited to, formations penetrated, results of coring, testing and surveying of the well. And to take all reasonable steps to ensure the Contractor's personnel likewise keep such information confidential.

- 13.1 This obligation shall remain in force even after the termination date and until such information will be disclosed by Company.
- 13.2 Contractor shall handover to Company all Company's documents or drafts concerning operations carried out and which are still in its possession before transferring the Drilling Unit to another sphere.
- 13.3 Contractor shall forbid access to the Drilling Unit to any people not involved in the drilling operations or not authorized by the Company to have access to the drilling Unit, however, this provision is not applicable to any Government and/or police representative on duty.

### **14.0 RIGHTS AND PRIVILEGES OF THE COMPANY:** Company shall be entitled-

- 14.1 To check the Drilling Unit and Contractor's items before the commencement Date. If they are not found in good order or do not meet specifications as per Section - II or in case of non-availability of some of the Contractor's items listed therein, the Contractor may not be allowed for commencement until the Contractor has remedied such default.
- 14.2 To change the drilling programme, mud programme, well depths to complete or

abandon any well at any time.

- 14.3 To approve the choice of sub-contractors for any essential third party contract, concerning materials, equipment, personnel and services to be rendered by Contractor. Sub-contract may be entered into by Contractor only after Company's approval.
- 14.4 To check, at all-times, Contractor's stock level, to inspect Contractor's equipment and request for renovation or replacement thereof, if found in unsatisfactory condition or not conforming to regulations or specifications.
- 14.5 To order suspension of operations at Nil Day Rate while and whenever:
- a) Contractor's personnel is deemed by Company to be not satisfactory.
  - b) Contractor's equipment does not conform to regulations or to the specifications laid down in the Contract.
  - c) Contractor's equipment turns into a danger to personnel on or around the rig or to the well.
  - d) Contractor's insurance in connection with the operations hereunder is found by Company not to conform to the requirements set forth in the contract.
  - e) Contractor fails to meet any of the provisions in the Contract.
  - f) Any shortage in key/additional (compulsory) personnel and inadequacy of other personnel.
  - g) Contractor is found non-compliant to HSE requirements as per Safe Operating Practices or applicable laws.
- 14.6 To reduce the rates reasonably, at which payments shall be made if the Contractor is allowed to continue the operation despite having certain deficiency in meeting the requirements as per provision in the contract.

## **15.0 EMERGENCY:**

- 15.1 Without prejudice to Clause 10.4 here of Company shall be entitled in emergency (the existence of which shall be determined by Company) at its own discretion, to take over the operations of the Drilling Unit, direct Contractor's personnel in the event that Company's interest will demand so. In such case, Company will notify Contractor of its action and within three (3) days confirm such notice in writing, setting forth the reasons for its action.
- 15.2 In such event, Company shall pay Contractor in accordance with the terms of the Contract as if Contractor was carrying out the operations.
- 15.3 All operations so conducted shall remain at the risk of Contractor to the extent Contractor is covered by insurance. When the well has been completed or when the conduct of the operations has been returned to the Contractor, the equipment shall again be put at Contractor's disposal in the same condition as at the time the operations were taken over by Company, taking into account normal wear and tear and any inherent defects at the time of taking over by OIL.

**16.0 DURATION:** The contract will remain in force for an initial period of three years from the date of commencement. However, the rates, terms and conditions shall continue until the completion or abandonment of the last well being drilled and completion of testing operation. The contract will also have a provision for further extension by one year at the discretion of Company at the same terms & condition and at mutually agreed rates not higher than the original rate.

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

**18.0 SUSPENSION AT COMPANY'S REQUEST:** The Company shall have the right, without cause, at any time to require the Contractor to suspend the work under this Contract on giving notice to the Contractor specifying the estimated duration of the suspension period. The work shall resume at the end of suspension period or such other date as the Company may specify to the Contractor by notice in writing. During the suspension period, Contractor shall be paid as per the provisions of Clause 8.0 of Section - IV 'Schedule of Rates'. The Company shall notify the Contractor, whether it requires the Contractor to stack Equipment and/or Personnel at its current location or at a different location.

The total suspension period during the Contract duration shall not exceed 3 (three) months. However, beyond said period, the suspension period may be extended by the parties at mutually agreed rates, terms and conditions. The Company, at its discretion, may add back such suspension period to the original Contract duration at the same rates, terms and conditions by giving 30 (thirty) days notice to the Contractor before the expiry of the Contract.

**19.0 LOSS OF SUB-SURFACE EQUIPMENT:**

Notwithstanding any provision under this contract to the contrary, Company shall assume liability except in the event of Willful Misconduct on the part of the contractor for loss or damage to the contractor's equipment/ tool in hole below rotary table. Company shall at its option either reimburse the contractor for the value of lost equipment/ tool as declared in the import invoices at the time of mobilization or subsequent replacement/ addition of the same equipment/ tool or CIF value whichever is lower for any such loss or damage, less depreciation @ 3% per month from the date of start of the contract up to a maximum depreciation equivalent to 50% of CIF value as indicated by the contractor or at its option to replace similar equipment/ tools and any transportation expenses incurred in connection herewith. All such cost shall be payable by Company only after contractor submits the self-declaration form as per the sample format attached (Annexure) For any such loss/damage, the contractor shall notify the Company within one month. The inspection of recovered from downhole need to be made by Company Representative before submission of the invoice by contractor.

**NOTE:**

The claim on account of Loss /damage should be claimed within six months of the incident or before expiry of the Contract, whichever is earlier. OIL shall certify the Loss/Damage in Hole immediately upon receiving the intimation from the Contractor, so that replacement and claiming of Loss/Damage can be done within the stipulated time.

### **19.1 DOCUMENTATION OF LOSS:**

Whenever any loss, damage or destruction to any of the Contractor's Equipment occurs, as stated in Clause above, the Contractor shall immediately notify the same to OIL describing the loss/damage. Whenever the Contractor makes any claim pursuant to the provisions under the above Clause, the Contractor shall furnish in support thereof as noted below:

- a) List of the Equipment lost or damaged.
- b) Extent of the damage.
- c) Particulars of import, Customs assessed Bill of entry & invoices.
- d) Vouchers, invoices or any other documents indicating the date of first use of the Equipment in India.
- e) Costs of repairs, if any, supported by evidence of the same.
- f) Documentary evidence or self-declaration as per Format provided that the particular tool(s)/equipment in question is/are not covered by Contractor's insurance.

**19.2 Time for Replacement of tubulars in event of fish:** Contractor shall replace the lost in hole tubulars within six months from the date on which OIL notifies end of fishing operation or within six months from the date of NDT report (To be completed within 01 month from the end of fishing operation) for the recovered tubulars - if applicable. Any delay in replacement of tubulars beyond six months will be treated as short supply and will be guided as per the clause 2.4 above.

### **20.0 INTER-LOCATION RIG MOVE STANDARD:**

20.1 Time allowed for inter-location movement of entire rig package for a distance upto thirty (30) Kms shall be twelve (12) days. For more kilometerage, the time allowed shall be in proportions of one (1) day for each 30 KM or part thereof. In case of cluster location on the same well plinth time allowed for inter-location movement of rig package shall be ten (10) days.

20.2 The time for inter-location movement suspended by Force Majeure, shall be extended by the period for which the Force majeure conditions last. No Day Rate, whatsoever, will be payable for extended period due to force majeure conditions.

20.3 The ILM charge shall be discounted by 5% for each day's delay beyond the standard, as stipulated in 20.1 of total cost for inter-location movement rate payable for that particular rig movement, when the rig move is delayed beyond the standard.

### **21.0 PREVENTION OF FIRE AND BLOWOUTS:**

21.1 Contractor shall maintain all well control equipment in good condition at all times and shall take all possible steps to control and prevent the fire and blowouts to protect the hole. The Contractor shall be responsible for taking all preventive and corrective measures for initial control of kick, inflow, fire and blowouts. After initial control of well, Contractor shall inform OIL's

Representative about the well condition and finally well shall be killed after mutual discussion with Company's representative.

- 21.2 Bridging document & Risk Register to be prepared by the contractor, mentioning Contractor's role in case of fire / uncontrolled release of well fluid or any other such eventualities.
- 21.3 The Contractor shall conduct testing of the BOPs as per OMR &/or OISD Std. RP174. Contractor shall record results of all such tests in the daily drilling report.
- 21.4 Contractor shall use all reasonable means to keep the hole and all strings of casing filled with drilling fluid at all times.

**22.0 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. Company employee also shall comply with safety procedures/ policy.

**23.0 DISCIPLINE:** The Contractor shall maintain strict discipline and good order among their respective employees and their respective Sub-contractors, if any, and shall abide by and conform to all rules and regulations promulgated by the Company and Contractor governing the operations at the assigned worksites. Should the Company feel with just cause that the conduct of any of the Contractor's personnel is detrimental to Company's interests, the Company shall notify Contractor in writing the reasons for requesting removal of such personnel. The Contractor shall remove and replace such employees at their expense within 7 days from the time of such instruction given by OIL.

**24.0 WATER MANAGEMENT:**

- i) The Contractor is solely responsible for making available the required water for well site & campsite use. The sinking of deep tube wells at the respective sites and installation/ operation of water pumps, extraction of water from deep tube wells or collection from natural sources nearby including treatment of same for rigs as well as camp shall be the Contractor's responsibility. Supply of water from any alternate sources shall be the sole responsibility of the Contractor, if no water is found at the exact camp or well site.
- ii) Strict control has to be made on the use of water. Wastage of water increases the effluent volume in the pit and may aggravate pollution problems.
- iii) The valves, glands, hoses etc. are to be checked for any leakage and the same to be rectified.
- iv) Arrangements have to be made for pumping effluents into the nearest dry pit as provided by the Company in case of emergency. Company shall provide effluent pit line to the entrance gate of the well plinth.

**NOTE:**

- i) In case, the rig remains idle for want of acceptable quality water, then 'NIL' Day Rate shall be applicable for the entire period of shut-down.

- ii) In case of total mud loss into the formation while drilling or in case of fire-fighting, if the whole water stock is consumed, then 'NIL' Day Rate will not be applicable. However, the Contractor has to take urgent & all effort to replenish the stock immediately in order to tackle the water problem.
- iii) To cater the need of all emergencies an alternate adequate water source should be identified & arrangement should be kept ready to provide water to camp / well- site to meet the emergencies.

## **25.0 COMPREHENSIVE 'HSE' GUIDELINES:**

- 25.1 The contractor shall strictly comply with the applicable and prevailing provisions of the Mines Act 1952, OISD Guidelines, and 10th Conference Recommendations of Safety in Mines. A copy of provisions of 10th Conference Recommendations in the form of "General HSE Points" is available in the office which may be issued to Contractor at the time of need.
- 25.2 It will be solely the Contractor's responsibility to fulfil all the legal formalities with respect to the Health, Safety and Environmental aspects of the entire job (namely; the person employed by him, the equipment, the environment, etc.) under the jurisdiction of the district of that state where it is operating. Ensure that all sub-Contractors hired by him comply with the same requirement as the Contractor himself and shall be liable for ensuring compliance all HSE laws by the sub or sub-sub-contractors.
- 25.3 Every person deployed by the Contractor in a mine must wear safety gadgets to be provided by the Contractor. The Contractor shall provide proper Personnel Protective Equipment (PPE) as per the hazard identified and risk assessed for the job and conforming to statutory requirement and Company PPE schedule. Safety appliances like protective footwear, Safety Helmet and Full Body harness has to be DGMS, India approved. Necessary supportive document shall have to be submitted as proof. Moreover, the electrical persons should be provided with Electrically safe safety shoes, rubber hand gloves suitable for working at the maximum voltage level used in rig and leather hand gloves for handling cables. However, it will be the Contractor's sole responsibility to ensure that the persons engaged by him in the mines use the proper PPE while at work. All the safety gears mentioned above are to be provided to the working personnel before commencement of the work.
- 25.4 The Contractor shall prepare written Safe Operating Procedure (SOP) for the work to be carried out, including risk register (assessment of risk), safe methods to deal with it/them. The SOP should clearly state the risk arising to men, machineries & material from the mining operation / operations to be done by the Contractor and how it is to be managed.
- 25.5 The Contractor shall provide a copy of the SOP duly signed by the Contractors Representatives to the person designated by the mine owner who shall be supervising the Contractor's work.
- 25.6 Keep an up to date SOP and provide a copy of changes to a person designated by the Mine Owner/Agent/Manager.

- 25.7 Contractor has to ensure that all work is carried out in accordance with the Statute and SOP and for the purpose he may deploy adequate qualified and competent personnel for the purpose of carrying out the job in a safe manner. For work of a specified scope/nature, he should develop and provide to the mine owner a site specific code of practice in line.
- 25.8 All persons deployed by the Contractor for working in a mine must undergo Mines Vocational Training, initial medical examination, PME. They should be issued cards stating the name of the Contractor and the work and its validity period, indicating status of MVT, IME & PME.
- 25.9 The Contractor shall submit to DGMS returns indicating - Name of his firm, Registration number, Name and address of person heading the firm, Nature of work, type of deployment of work persons, Number of work persons deployed, how many work persons hold MVT Certificate, how many work persons undergone IME and type of medical coverage given to the work persons.
- 25.10 The return shall be submitted quarterly (by 10th of April, July, October & January) for contracts of more than one year. However, for contracts of less than one year, returns shall be submitted monthly.
- 25.11 It will be entirely the responsibility of the Contractor/his Supervisor/representative to ensure strict adherence to all HSE measures and statutory rules during operation in OIL's installations and safety of workers engaged by him. The crew members will not refuse to follow any instruction given by Company's representative for safe operation.
- 25.12 Any compensation arising out of the job carried out by the Contractor whether related to pollution (Attributable to the contractor), Safety or Health will be paid by the Contractor only.
- 25.13 Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the Contractor.
- 25.14 The Contractor shall have to report all incidents including near miss to Installation Manager/departmental representative of the concerned department of OIL.
- 25.15 The Contractor has to keep a register of the persons employed by him/her. The Contractor's rig manager / rig superintendent shall take and maintain attendance of his personnel every shift for the work.
- 25.16 If the Company arranges any safety class/training for the working personnel at site (Company employee, Contractor worker, etc.) The Contractor will not have any objection to any such training.
- 25.17 The medical examination aforesaid shall be carried out by a Medical Officer appointed for the mine or a Medical Officer in the employment of the owner of the mine, if any, or by any medical officer employed in the Coal Mines Welfare Fund Organisation or any other mines Welfare organisation, failing which by any State or Central Government medical officer not below the rank of an Assistant Civil Surgeon. Additionally, medical examination can also be carried out in OIL empanelled Hospitals and countersigned the reports at OIL's Medical

Officer assigned by GM (MS). The proof of such test(s) is to be submitted to OIL, in both the cases in the latest "O" form with all the test results. The frequency of periodic medical examinations should be every five years for the employees below 45 years of age and every three years for employees of 45 years of age and above.

- 25.18 To arrange daily tool box meeting, Job Safety Analysis (for Critical Jobs) and regular site safety meetings and maintain records.
- 25.19 As per DGMS circular & Gazette Notification for Maintenance of register as required by the Mines Act 1952 and Mines Rules, 1955, the forms A, B, D and E have been updated and modified. The above mentioned forms needs to be maintained as per the new format by the Contractor.
- 25.20 A Contractor employee must, while at work, take reasonable care for the health and safety of people who are at the employee's place of work and who may be affected by the employee's act or omissions at work.
- 25.21 A Contractor employee must, while at work, cooperate with his or her employer or other persons so far as is necessary to enable compliance with any requirement under the act or the regulations that is imposed in the interest of health, safety and welfare of the employee or any other person.
- 25.22 Contractor's arrangements for health and safety management shall be consistent with those for the mine owner.
- 25.23 In case Contractor is found non-compliant of HSE laws as required, the Company will have the right for directing the Contractor to take action to comply with the requirements, and for further non-compliance, the Contractor will be penalized prevailing relevant Acts / Rules / Regulations.
- 25.24 When there is a significant risk to health, environment or safety of a person or place arising because of a non-compliance of HSE measures Company will have the right to direct the Contractor to cease work until the non-compliance is corrected.
- 25.25 The Contractor should prevent the frequent change of his contractual employees as far as practicable.
- 25.26 The Contractor should frame a mutually agreed bridging document between the Company & the Contractor with roles and responsibilities clearly defined.
- 25.27 For any HSE matters not specified in the contract document, the Contractor will abide by the relevant and prevailing Acts/rules/ regulations/pertaining to Health, Safety and Environment.
- 25.28 Contractor shall observe such safety regulations in accordance with acceptable oilfield practice and applicable Indian Laws. Contractor shall take all measures reasonably necessary to provide safe working conditions and shall exercise due

care and caution in preventing fire, explosion and blow out and maintain fire and well control equipment in sound condition at all times. Contractor shall conduct such safety drills, BOP tests, etc. as may be required by Company at prescribed intervals.

- 25.29 Contractor shall provide all necessary fire-fighting and safety equipment as per laid down practice and as specified under OISD - STD - 189 and OMR.
- 25.30 Fire protection at drilling sites shall be the responsibility of the Contractor. Necessary action shall be taken and prior arrangements to be made for providing at least three competent persons trained in the field of basic fire-fighting course (from any board or an institute recognized by state/central government of India) as per OISD-GDN-228 on any shift at the rig site.
- 25.31 The Contractor shall submit details of measures adopted towards management of environment protection (waste management/engine emissions/Noise monitoring/water management etc.) and improving the quality of the environment for submission of Environmental Statement to the SPCB for every financial year.
- 25.32 Documentation, record keeping of all safety practices should be conducted as per international/ Indian applicable laws, act, regulations etc., as per standard Oilfield practice and these records should be made available for inspection at any point of time. The H.S.E policy as well as emergency procedure manual should be kept at site. Compliance of these shall be the sole responsibility of the Contractor.

## **26.0 EFFLUENT PIT BUNDS:**

- i) Regular checks are to be made to ensure that there are no leakage/seepage/ overflow of effluents from the pit into the surrounding areas.
- ii) The bunds/walls of the effluent pit are to be checked for any breaches during the operation and the same are to be repaired immediately.

## **27.0 COLLECTION OF USED/ BURNT LUBE OIL:**

The used lube oils are to be collected separately in drums. Floating burnt oil, if any, in the effluent pit has to be lifted and collected into drums immediately.

## **28.0 Ministry of Environment, Forest & Climate Change (MoEF & CC) Guidelines:**

- 28.1 Pre commissioning rig inspection, safety meeting tools box meetings, job safety analysis and audits shall be carried out to identify hidden/ potential hazards including risk register and ERP (Emergency Response Plan).
- 28.2 The DG sets shall have suitable acoustic enclosures to contain the noise level within the CPCB specified limits. The Contractor shall regularly measures the noise levels at noise generating sources and at the periphery of the well site. Necessary mitigation measures shall be adopted to reduce noise levels at source and at the drill sites to meet the norms notified by MoEF & CC and CPCB. Height of all stacks / vents shall be provided as per CPCB guidelines. Noise meter should be available with the rig package.

- 28.3 To prevent well blowouts, during drilling operations, Blowout Preventer (BOP) system shall be installed. Blow out preventer measures during drilling shall be focus on maintaining well bore hydrostatic pressure by proper pre well planning and drilling fluid logging etc.
- 28.4 The emissions of RSPM, SPM, SOX, NOX, and HC & VOC from DG sets shall conform to the standard prescribed by MoEF & CC and CPCB. Regular monitoring of Ambient Air of HC and VOC shall be carried out as per CPCB guideline. Stack height attached to DG sets shall be as per CPCB guidelines.
- 28.5 The overall noise level in and around the plinth areas shall be kept well within the standards by providing noise control measures including acoustic hoods, silencers, enclosures etc. on all sources of noise generation. The ambient noise levels shall conform to the standards prescribed under EPA rules, 1989 that is 75 DBA (daytime) and 70 DBA (night time).
- 28.6 The test and monitoring reports of the treated effluents, both for liquid and solid effluents in compliance of the CPCB norms and duly acknowledged by the SPCB, shall be submitted in every fortnight.

**29.0 Records & Documents to be maintained at well site:** Documentation, record keeping of all safety practices should be conducted as per applicable international/Indian laws, acts, regulations etc., as per standard Oilfield practice and these records should be made available for inspection at any point of time. The H.S.E (Health, Safety and Environment) policy manual, SOP (safe operating practices), risk register & bridging document should be available at site. Compliance of these shall be the sole responsibility of the Contractor.

**LIST OF RECORDS / REGISTERS / FORMS / DISPLAY (but not limited to) TO BE MAINTAINED AT WELL SITE**

1. Pressure test of BOP and choke & kill manifold
2. BOP function test
3. BOP Pressure Test
4. BOP drill
5. Fire Drill
6. Hot work / cold work permit
7. Casing line inspection / ton mileage
8. Training record (FF, FA, MVT, Well control)
9. Form O (IME/PME of employees)
10. NDT of mast & substructure and handling tools
11. Records of all mechanical equipment.
12. Records of all Electrical equipment.
13. Records of all Instrumentation System
14. Periodical inspection of all equipment
15. Display of all statutory signboards
16. Display of Blow out contingency plan
17. Display of Fire contingency plan
18. Display of First Aid trained personnel during the shift
19. Display of Fire Fighting trained personnel during the shift
20. Display of First-Aid Action for electric shock
21. Minutes of all safety audit including pre spud
22. Minutes of Pit level safety meeting & Tool Box meeting

23. Safety circulars
24. Copy of OMR
25. Copies of Relevant OISD standards
26. Copy of Safe Operating Procedure (SOP)
27. Copy of GTO (Geo-technical order) / Well Policy
28. Copy of DPR (Daily progress report)
29. Installation manager's instruction book
30. BOP kill sheet
31. Trip sheet
32. Form-A (It should be as per modified format by Gazatte Notification No. 126 dated 21.02.2017 on Ease of Compliance to Maintain Registers under various Labour Laws Rules, 2017")
33. Form-B (It should be as per modified format by Gazatte Notification No. 126 dated 21.02.2017 on Ease of Compliance to Maintain Registers under various Labour Laws Rules, 2017")
34. Form-D (It should be as per modified format by Gazatte Notification No. 126 dated 21.02.2017 on Ease of Compliance to Maintain Registers under various Labour Laws Rules, 2017")
35. Form-E (It should be as per modified format by Gazatte Notification No. 126 dated 21.02.2017 on Ease of Compliance to Maintain Registers under various Labour Laws Rules, 2017")
36. Form-K (Return of Minor accidents)
37. Form-J (Return of reportable accidents)
38. Copy of Contract with the Company
39. DGMS Annual Return (Printout of online return)

**30.0 PENALTIES: In the event of the Contractor's failure to strictly adhere in providing the requirements as per Scope of Work, the penalty shall be levied at the following rates:**

Sl. No.	Category	Penalty
1.	<b>SAFETY:</b> Noncompliance of Safety Management System of Drilling Services, Oil India Ltd, violations of HSE specification and statutory requirement will attract penalty (ies).	<b>At the rate of 5% per day of respective day rate</b>
	<b>DEFICIENCY:</b> In the event of the Contractor failure to strictly adhere in providing the minimum requirements of key personnel as set out under Clause 7.2, section IV, the penalty shall be levied at the following rates.	
	a) Failure to provide any of the following: <ul style="list-style-type: none"> <li>• Rig Manager/Rig Superintendent</li> <li>• Tool pusher</li> </ul> Tour Pusher / Night Tool Pusher	<b>At the rate of 5% of the respective day rate for each person.</b>

2.	b) Failure to provide Driller and/or Asstt. Driller	<b>At the rate of 3% of the respective day rate for each person.</b>
	c) Failure to provide other key personnel excepting these mentioned in a) & b).	<b>At the rate of 3% of the respective day rate for each person.</b>
<p><b>NOTE:</b></p> <p>1. The above penalty rates are applicable for the first seven (07) days. In case more than one key personnel are not available at a time, penalties applicable for such personnel will be levied simultaneously.</p> <p>2. Beyond seven (07) days, the penalty will be levied at double the rates mentioned above for each day for non-availability of any key personnel.</p> <p>3. NIL day rate will be applicable if operation is suspended for non- availability of key personnel.</p>		
3.	<b>ILM:</b>	The ILM charge shall be <b>discounted by 5% for each day's delay beyond the standard</b> , as stipulated in 20.0 & it's sub-clauses under SCC.
4.	<b>Inoperative Rig Equipment:</b>	
4a.	Top Drive System	During the period of operations being continued with Kelly Drive System due to breakdown of TDS <b>all the day rates (i.e. operating, standby, rig repair, force majeure and stack) will be slashed 80% (Eighty Percent) of respective day rates.</b>
<b>Note:</b> Nil day rates will be applicable during the entire period of change over from top drive system to Kelly drive system or vice- versa.		
4b.	<b>ETP</b>	<b>Zero-rate</b> will be applicable if OIL decides not to continue operation due to non-function of the ETP. However, if OIL decides to continue operation without ETP and/or operation of the ETP not meeting the scope fully (as per clause no. 7.3.8 under Scope of work), then all day rates during the first five (5) days will be slashed to 90% of respective day rates. Beyond five (5) days the rates will be further slashed to 80% of respective day rates till ETP is fully functional.
5.	Non availability of Documents / Certification	At the rate of 0.5% of the ODR per day

### **31.0 GOODS AND SERVICES TAX**

- 31.1 In view of GST Implementation from 1st July 2017, all taxes and duties including Excise Duty, CST/VAT, Service tax, Entry Tax and other indirect taxes and duties have been submerged in GST. Accordingly reference of Excise Duty, Service Tax, VAT, Sales Tax, Entry Tax or any other form of indirect tax except of GST mentioned in the bidding document shall be ignored.
- 31.2 Bidders are required to submit copy of the GST Registration Certificate while submitting the bids wherever GST (CGST & SGST/UTGST or IGST) is applicable.
- 31.3 “GST” shall mean Goods and Services Tax charged on the supply of material(s) and services. The term “GST” shall be construed to include the Integrated Goods and Services Tax (hereinafter referred to as “IGST”) or Central Goods and Services Tax (hereinafter referred to as “CGST”) or State Goods and Services Tax (hereinafter referred to as “SGST”) or Union Territory Goods and Services Tax (hereinafter referred to as “UTGST”) depending upon the import / interstate or intrastate supplies, as the case may be. It shall also mean GST compensation Cess, if applicable.
- 31.4 Quoted price/rate(s) should be inclusive of all taxes and duties, except GST (i.e. IGST or CGST and SGST/UTGST applicable in case of interstate supply or intra state supply respectively and cess on GST if applicable) on the final service. However, GST rate (including cess) to be provided in the respective places in the Price Bid. Please note that the responsibility of payment of GST (CGST & SGST or IGST or UTGST) lies with the Supplier of Goods/Services (Service Provider) only. Supplier of Goods/Services (Service Provider) providing taxable service shall issue an Invoice/Bill, as the case may be as per rules/regulation of GST. Further, returns and details required to be filled under GST laws & rules should be timely filed by Supplier of Goods/Services (Service Provider) with requisite details.
- 31.5 Bidder should also mention the Harmonised System of Nomenclature (HSN) and Service Accounting Codes (SAC) at the designated place in SOR.

### **31.6 Where the OIL is entitled to avail the input tax credit of GST:**

OIL will reimburse the GST to the Supplier of Goods/Services (Service Provider) at actual against submission of Invoices as per format specified in rules/regulation of GST to enable OIL to claim input tax credit of GST paid. In case of any variation in the executed quantities, the amount on which the GST is applicable shall be modified in same proportion. Returns and details required to be filled under GST laws & rules should be timely filed by supplier with requisite details.

The input tax credit of GST quoted shall be considered for evaluation of bids, as per evaluation criteria of tender document.

**31.7 Where the OIL is not entitled to avail/take the full input tax credit of GST:**

OIL will reimburse GST to the Supplier of Goods/Services (Service Provider) at actual against submission of Invoices as per format specified in rules/regulation of GST subject to the ceiling amount of GST as quoted by the bidder. In case of any variation in the executed quantities (If directed and/or certified by the In-Charge) the ceiling amount on which GST is applicable will be modified on pro-rata basis.

The bids will be evaluated based on total price including GST.

- 31.8 Payments to Service Provider for claiming GST amount will be made provided the above formalities are fulfilled. Further, OIL may seek copies of challan and certificate from Chartered Accountant for deposit of GST collected from OIL.
- 31.9 Contractor/Contractor shall be required to issue tax invoice in accordance with GST Act and/or Rules so that input credit can be availed by OIL. In the event that the contractor/Contractor fails to provide the invoice in the form and manner prescribed under the GST Act read with GST Invoicing Rules there under, OIL shall not be liable to make any payment on account of GST against such invoice.
- 31.10 GST shall be paid against receipt of tax invoice and proof of payment of GST to government. In case of non-receipt of tax invoice or non-payment of GST by the contractor/Contractor, OIL shall withhold the payment of GST.
- 31.11 GST payable under reverse charge mechanism for specified services or goods under GST act or rules, if any, shall not be paid to the contractor/Contractor but will be directly deposited to the government by OIL.
- 31.12 Where OIL has the obligation to discharge GST liability under reverse charge mechanism and OIL has paid or is/liable to pay GST to the Government on which interest or penalties becomes payable as per GST laws for any reason which is not attributable to OIL or ITC with respect to such payments is not available to OIL for any reason which is not attributable to OIL, then OIL shall be entitled to deduct/setoff/recover such amounts against any amounts paid or payable by OIL to Contractor/Supplier.
- 31.13 Notwithstanding anything contained anywhere in the Agreement, in the event that the input tax credit of the GST charged by the Contractor/Contractor is denied by the tax authorities to OIL for reasons attributable to Contractor/Contractor, OIL shall be entitled to recover such amount from the Contractor /Contractor by way of adjustment from the next invoice. In addition to the amount of GST, OIL shall also be entitled to recover interest at the rate prescribed under GST Act and penalty, in case any penalty is imposed by the tax authorities on OIL.

- 31.14 TDS under GST, if applicable, shall be deducted from contractor's/Contractor's bill at applicable rate and a certificate as per rules for tax so deducted shall be provided to the contractor/Contractor.
- 31.15 The Contractor will be under obligation for charging correct rate of tax as prescribed under the respective tax laws. Further the Contractor shall avail and pass on benefits of all exemptions/concessions available under tax laws. Any error of interpretation of applicability of taxes/duties by the contractor shall be to contractor's account.
- 31.16 It is the responsibility of the bidder to quote the correct GST rate. The classification of goods/services as per GST (Goods & Service Tax) Act should be correctly done by the contractor to ensure that input tax credit on GST (Goods & Service Tax) is not lost to the OIL on account of any error on the part of the contractor.
- 31.17 In case, the quoted information related to various taxes, duties & levies subsequently proves wrong, incorrect or misleading, OIL will have no liability to reimburse the difference in the duty/tax, if the finally assessed amount is on the higher side and OIL will have to right to recover the difference and in case the rate of duty/taxes finally assessed is on the lower side.
- 31.18 Notwithstanding anything mentioned elsewhere in the Bidding Document the aggregate liability of OIL towards Payment of Taxes & Duties shall be limited to the volume of GST declared by the bidder in its bid & nothing shall be payable extra except for the statutory variation in taxes & duties.
- 31.19 Further, it is the responsibility of the bidders to make all possible efforts to make their accounting/IT system GST compliant in order to ensure availability of Input Tax Credit (ITC) to Oil India Ltd.
- 31.20 GST liability, if any on account of supply of free samples against any tender shall be to bidder's account.
- 31.21 In case of statutory variation in GST, other than due to change in turnover, payable on the contract value during contract period, the Supplier of Goods/ Services (Service Provider) shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the Bid due date and on the date of revision.
- 31.22 Beyond the contract period, in case OIL is not entitled for input tax credit of GST, then any increase in the rate of GST beyond the contractual delivery period shall be to Service provider's account whereas any decrease in the rate GST shall be passed on to the OIL.

- 31.23 Beyond the contract period, in case OIL is entitled for input tax credit of GST, then statutory variation in applicable GST on supply and on incidental services, shall be to OIL's account.
- 31.24 Claim for payment of GST/Statutory variation, should be raised within two [02] months from the date of issue of 'Government Notification' for payment of differential (in %) GST, otherwise claim in respect of above shall not be entertained for payment of arrears.
- 31.25 The base date for the purpose of applying statutory variation shall be the Bid Opening Date.
- 31.26 The contractor will be liable to ensure to have registered with the respective tax authorities, wherever applicable and to submit self-attested copy of such registration certificate(s) and the Contractor will be responsible for procurement of material in its own registration (GSTIN) and also to issue its own Road Permit/E-way Bill, if applicable etc.
- 31.27 In case the bidder is covered under Composition Scheme under GST laws, then bidder should quote the price inclusive of the GST (CGST & SGST/UTGST or IGST). Further, such bidder should mention "Cover under composition system" in column for GST (CGST & SGST/UTGST or IGST) of price schedule.
- 31.28 OIL will prefer to deal with registered supplier of goods/services under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet. However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid. Where OIL is entitled for input credit of GST, the same will be considered for evaluation of bid as per evaluation methodology of tender document.
- 31.29 Procurement of Specific Goods: Earlier, there is no tax incidence in case of import of specified goods (i.e. the goods covered under List-34 of Customs Notification no. 12/2012-Cus dated. 17.03.2012 as amended). Customs duty is not payable as per the policy. However, under GST regime, IGST Plus GST compensation cess (if applicable) would be leviable on such imports. Bidders should quote GST as inclusive considering IGST component for the imported Materials portion while quoting their prices on destination basis. However, GST rate to be specified in the price bid format.
- 31.30 Documentation requirement for GST:
- The Contractor will be under the obligation for invoicing correct tax rate of tax/duties as prescribed under the GST law to OIL, and pass on the benefits, if any, after availing input tax credit.

Any Invoice issued shall contain the following particulars:

- a) Name, address and GSTIN of the supplier;
- b) Serial number of the invoice;
- c) Date of issue;
- d) Name, address and GSTIN or UIN, if registered of the recipient;
- e) Name and address of the recipient and the address of the delivery, along with the State and its code,
- f) HSN code of goods or Accounting Code of services [SAC];
- g) Description of goods or services;
- h) Quantity in case of goods and unit or Unique Quantity Code thereof;
- i) Total value of supply of goods or services or both;
- j) Taxable value of supply of goods or services or both taking into discount or abatement if any;
- k) Name, address and GSTIN of the supplier;
- l) Serial number of the invoice;
- m) Date of issue;
- n) Name, address and GSTIN or UIN, if registered of the recipient;
- o) Name and address of the recipient and the address of the delivery, along with the State and its code,
- p) HSN code of goods or Accounting Code of services [SAC];
- q) Description of goods or services;
- r) Quantity in case of goods and unit or Unique Quantity Code thereof;
- s) Total value of supply of goods or services or both;
- t) Taxable value of supply of goods or services or both taking into discount or abatement if any;
- u) Rate of tax (IGST, CGST, SGST/ UTGST, cess);
- v) Amount of tax charged in respect of taxable goods or services (IGST, CGST, SGST/UTGST, cess);
- w) Place of supply along with the name of State, in case of supply in the course of interstate trade or commerce;
- x) Address of the delivery where the same is different from the place of supply and
- y) Signature or digital signature of the supplier or his authorised representative.

GST invoice shall be prepared in triplicate, in case of supply of goods, in the following manner:

- i) The original copy being marked as ORIGINAL FOR RECIPIENT;
- ii) The duplicate copy being marked as DUPLICATE FOR TRANSPORTER and
- iii) The triplicate copy being marked as TRIPLICATE FOR SUPPLIER.

In case of any advance given against any supplies contract, the supplier of the goods shall issue Receipt Voucher containing the details of details of advance taken along with particulars as mentioned in clause no. (a), (b), (c), (d), (g), (k), (l), (m) & (o) above.

**31.31 Anti-profiteering clause:** As per Clause 171 of GST Act it is mandatory to pass on the benefit due to reduction in rate of tax or from input tax credit to

the consumer by way of commensurate reduction in prices. The Supplier of Goods/Services may note the above and quote their prices accordingly.

- 31.32 In case the GST rating of Contractor on the GST portal/Govt. official website is negative/black listed, then the bids may be rejected by OIL. Further, in case rating of bidder is negative/black listed after award of work for supply of goods/services, then OIL shall not be obligated or liable to pay or reimburse GST to such Contractor and shall also be entitled to deduct/recover such GST along with all penalties/interest, if any, incurred by OIL.

**32.0 GENERAL OBLIGATION OF CONTRACTOR RELATED TO PAYMENT OF WAGES:**

- 32.1 The Contractor shall also have to comply with all types of labour wages rates applicable in Assam and Arunachal Pradesh for unskilled, semi-skilled, skilled and highly skilled labourers employed locally or by the Contractor's sub-Contractors throughout the period of the contract.
- 32.2 The contractor shall periodically submit the monthly challans/receipts/ proof of provident fund deposited amount along with a list of his workers to Company's representative. The contractor shall be required to deposit contribution towards Provident fund or any other statutory payments to be made in respect of his workers well in time and submit a copy of challan to Company's representative on monthly basis, failing which, OIL will deduct from his bills the amount equivalent to such deductions with penalty as per the provisions of applicable act.
- 32.3 The contractor shall pay the wages to the workers engaged under the Contract latest by 7<sup>th</sup> of every month as per notification issued by the Ministry of Labour & Employment, Government of India from time to time. In case payments are not made regularly, subsequent invoices might be kept on hold.
- 32.4 Contractor shall comply statutory minimum labour wages, P.F. to his workers at the prevailing rates as fixed by statutory bodies from time to time.
- 32.5 The contractor shall issue wages slip every month to each worker as per THE CONTRACT LABOUR (REGULATION AND ABOLITION) CENTRAL RULES, 1971, Chapter VII, Section 78(1)(b) vide Form XIX and pay the monthly wages to the workers through bank transfer to each individual worker's bank account. Contractor must submit the monthly wages' Bank statement/Wages Register statement & PF Statement to the Company along with their invoices.
- 32.6 The contractor must pay at least the minimum wage as applicable throughout the Contract period including PF. The payment should be made through on-line bank transfer to the worker.
- 32.7 Contractor shall ensure deployment of personnel under the contract preferably from local area to the extent possible. Preference should be given to

personnel who have experience of working with OIL for similar services.

- 32.8 The Service Provider must make the Wages to all the personnel/Manpower deployed under the contract as per the Minimum wages act wherever applicable as defined under this service and it should be in compliance with the minimum wage act of govt. as per notification issued by the Ministry of Labour & Employment, Government of India in respect of workers engaged in employment in **various mines such as Gypsum mines and Bauxite mines for work above grounds** and revised from time to time. Employment card to be issued as per the CONTRACT LABOUR(REGULATION AND ABOLITION) CENTRAL RULES, 1971, vide form XIV.
- 32.9 An additional allowance of **INR 2,250.00** per month shall be payable by the Contractor to the contract labours engaged under the Contract at the rig site. This additional allowance has to be paid on a pro-rata basis along with the monthly minimum wages based on the actual attendance.
- 32.10 The Contractor shall have to bear the responsibility for employment matters and any problem in this regard inclusive of employment of local people and other issues pertaining to the Contractor's operations with Oil India Limited (OIL). In case there is any disruption of work at the well site under such conditions, as stated above, the Contractor will be paid at 'Zero' rate for first 24 (twenty four) hours of affected period beyond which penalty will be levied at proportionate operating day rate in addition to zero rate.

### **33.0 NOTICES:**

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

#### **Company**

a) **For contractual matters**

GM (Contracts)  
OIL INDIA LIMITED  
PO DULIAJAN - 786602  
ASSAM, INDIA  
Fax No. 91-374-2803549  
Email: contracts@oilindia.in

b) **For technical matters**

CGM (Drilling Service)  
OIL INDIA LIMITED  
PO Duliajan - 786602,  
Assam, India  
Fax No. 91-374-2804254  
Email: drilling@oilindia.in

c) **Contractor**

\_\_\_\_\_  
\_\_\_\_\_  
Fax No.:

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

### **END OF SECTION-III**

**&&&&&&&&**

**Part-3**  
**SECTION IV**  
**SCHEDULE OF RATES**

The bidders must quote their rates as per Price Schedule, Proforma-B in their priced bids considering the following:

**1.0 MOBILIZATION CHARGES (ONE TIME LUMP SUM CHARGES) (M)**

In case the rig package is contemplated to be mobilized partly or fully from outside India then the breakup of the mobilization charges to 1st location must be furnished separately.

**NOTE:**

- Mobilization charges should include mobilization of Rig package including ETP, all associated equipment and manpower.
- Mobilization charges should cover local and foreign costs to be incurred by the Contractors to mobilize to the first location.
- The first location will be around 100KM from Duliajan,
- Mobilization charges shall be payable only when all materials, equipment and crew are mobilized at site and the well is actually spudded-in under the Contract at the first drilling location and duly certified by Company's Engineer.

Company will issue Recommendatory Letters on the basis of documents to be provided by the Contractor for import of items, if envisaged in **Proforma-A**, for Contractor to obtain necessary Essentiality Certificates from the Directorate General of Hydrocarbon (DGH), India to avail nil/concessional Customs Duty. However, responsibility for securing EC and payment of port rent, demurrage etc. and clearance of goods through Indian Customs authority will exclusively rest on the Contractor.

The Mobilization charges for each rig package should not exceed 7.5% (seven and half percent) of 50% of the estimated total Contract value for each Rig for three (3) years operation. However, mobilization charges if quoted in excess of 7.5 % of 50% of the estimated total contract cost, the excess amount shall be paid at the end of the contract.

**2.0 DEMOBILIZATION CHARGES (LUMP SUM) (DM)**

- 2.1 Demobilization charges for the complete Rig package and manpower shall be quoted on lump sum basis and shall include all charges for demobilization of the complete Rig package, unutilized spares & consumables etc. from the site.
- 2.2 All charges connected with demobilization including all fees, taxes, insurance, freight on export outside India or to any other place will be to Contractor's account.
- 2.3 Demobilization charges shall be paid one time to the Contractor for demobilizing the complete rig package including Tools/Equipment/Spare/ Accessories etc. after successful completion of all contractual obligations including Re-export/ block transfer –if any.
- 2.4 All Day Rates/Charges of the Rig package/operation shall cease to exist with effect from the date and time or event as to be specified by Company in the demobilization notice. No charges whatsoever will be payable thereafter.

- 2.5 The Demobilization Charges for each rig package should not be less than 2% (two percent) of the estimated total Contract value for each rig package for three (3) years operation. In case de-mobilization charges is quoted less than 2%, the differential amount will be kept on hold from the 1st invoice onwards and the same will be paid at the end of the contract along with Demobilization charges.

3.0 **OPERATING DAY RATE (Per 24 Hrs. day) (ODR)**

- 3.1 The Operating Day rate will become payable from the time the well is spudded (after drilling rat & mouse hole and setting of scabbard and mouse hole pipe) until the rig is released for the move to the next location during the following operations:

- Drilling
- Coring
- Tripping with Contractor's drill pipes
- Circulating drilling fluid
- Fishing
- Reaming, conditioning hole, hole opening
- Making up and breaking down drill pipe, collars tubing and other tubular
- Drilling out cement, collar and shoe
- Production tests with Contractor's drill pipe
- Any other operations with use of Contractor's drill pipes
- Casing running and cementation
- Mixing or conditioning mud with Contractor's drill pipe in the hole.
- Retrieving casing
- Effluent treatment

4.0 **STAND BY DAY RATE (Per 24 Hrs. day) (SB)**

The Standby Day rate will be payable under the following conditions:

- Waiting on cement
- Assembling and dis-assembling of BOP and well head hook-up.
- Electric logging and wire line operations (both open and cased hole)
- Production testing with Company's drill pipe or tubing
- Waiting on order
- Waiting on company's equipment, materials and services.
- For all time during which the company at its option may suspend operations.
- Waiting for day light for certain production testing operation.

**Note:** Stand by day rate shall be 90% of the operating day rate.

5.0 **REPAIR DAY RATE (Per 24 Hrs. day) (RR)**

- 5.1 The Repair Day rate shall be payable when operations are suspended due to break-down or repair of contractor's equipment.
- 5.2 The Contractor shall be paid Repair Day Rate to a maximum of 30(Thirty) cumulative hours per calendar month. In case the total hours of break-down or repairing of Contractor's equipment exceeds 30 (Thirty) hours in any particular calendar month during the currency of the contract, the Repair Day Rate will be applicable for the initial 30 hours only and no payment whatsoever will be made

by Company for the remaining period lost on this account. Neither the same can be carried forward and/or adjusted against any other calendar month.

5.3 This clause shall, however, not be applicable for routine inspections/ lubrications and replacements, e.g. changing swivel packing, slipping or cutting block line, changing pump valve assemblies, packings, etc. During this period, operating Ray rate to a maximum of 30 cumulative hours in a calendar month will be applicable.

5.4 Payment towards rig repair day rate shall be 50% of the operating day rate.

6.0 **INTER LOCATION MOVE RATE:**

6.1 Depending on the distance between the locations, separate rates will be applicable as mentioned below:

<p>a) Fixed Charge (Lumpsum) for Cluster location (Movement of mast and substructure etc. only on the same plinth). The spacing between wells at surface in cluster well plinth is around 15 m.</p> <p>Note: 05 (Five) cluster location has been considered for three years contractual period. However the amount will be paid on actual as certified by company representative.</p>	<p><b>(ILMO)</b></p>
<p>b) Fixed Charge (Lumpsum) per rig move upto 30 Km.</p> <p>Note: 05 (Five) inter-location movement (upto 30 km) has been considered for three years contractual period. However the amount will be paid on actual as certified by company representative).</p>	<p><b>(ILM1)</b></p>
<p>c) Kilometrage charges for rig movement in excess of 30 Km. This will be in addition to lumpsum rate for ILM upto 30 Km as mentioned in 'b' above.</p>	<p><b>(ILM2)</b></p>

6.2 Inter-location movement operation will start from the moment the company releases the drilling unit for rig down at previous location. Rig & all materials including the additional and optional items, if any, are to be transferred after rig down and rig up at the next location is completed and the well is spudded. Before spudding in, the Contractor shall complete all jobs, including, but not limited to, rig up of service lines, block, hook etc., drilling and setting scabbards of mouse & rat hole, compliance/rectification to meet safety norms and any other job normally done prior to spudding in. The inter-location movement of Rig package should be completed within the period as specified in clause 19.0 under special terms and conditions.

6.3 The Inter location movement operation will include the clearing of the drilling location off all materials, rig parts and made free from all pollutants.

6.4 No day rate under para 3.0, 4.0, 5.0 & 7.0 hereof will be payable when inter-location move rate is applicable.

7.0 **FORCE MAJEURE DAY RATE (Per 24 Hrs. day) (FM)**

7.1 The Force Majeure Day Rate shall be payable during the first 15 days period of force majeure. No payment shall accrue to the Contractor beyond the first 15 days period unless mutually agreed upon.

7.2 Payment towards force majeure day rate will be 50% of operating day rate.

8.0 **STACK DAY RATE (SDR)**

The Stack Day Rate shall be payable when the Drilling Unit and other Contractor's Equipment is stacked in accordance with Clause 18.0 of Section- III and as further set out below:

- i) If Company notifies the Contractor that the Drilling Unit is to be stacked at its current location, the Standby Day Rate shall apply for the first 5 (five) days from the time of such notification and Stack Day Rate shall apply thereafter. Stack Day Rate shall apply until such time as the Drilling Unit is ready to recommence Drilling Operations after the notification from Company to commence the operations.
- ii) If Company notifies the Contractor to stack the Drilling Unit at a different location; the Stack Day Rate shall apply from the time that the Drilling Unit arrives at the stacking site. Inter Location Move rate shall apply during the period that the Drilling Unit is being moved to/ from the stacking site.
- iii) **Payment towards Stack Day Rate will be 50% (Fifty percent) of Operating Day Rate.**

9.0 **GENERAL NOTE:**

- i) The Company shall advise the Contractor to mobilize all the equipment & tools with all accessories at the first designated drilling location on dedicated basis for the entire duration of the Contract.
- ii) Bidders should indicate name and address of their Indian agent and the percentage of agency commission payable, if any. Such agency commission involved, if any, should be included in the quoted rates. In case no Indian agent commission is involved then it should be shown as "NIL".
- iii) Bidder should submit the list of items with CIF value to be imported into India in connection with execution of this contract as per **Proforma- A**.
- iv) From the **Proforma-A**, bidder should identify the items of re-exportable in nature (i.e. items which will not be consumed during the execution of the contract and required to be exported outside India after completion of the contract). Total CIF value of such items should be shown in the "PRICE FORMAT" as CIF (RE-EX).
- v) Similarly, from the **Proforma-A**, bidder should identify the items of consumable in nature (i.e. items which will be consumed during the execution of the contract). Total CIF value of such items should be shown in the "PRICE FORMAT" as CIF (CONSUMABLES).

**END OF SECTION-IV**

**END OF PART-3**

**&&&&**

**ANNEXURE-I****Form-1**

Date: \_\_\_\_\_

**DRILLING RIG INSPECTION CERTIFICATE****(SEPARATE CERTIFICATE TO BE ISSUED FOR EACH RIG)****(TO BE ISSUED BY BV / DNV / ABS / LLOYDS / OILFIELD AUDIT SERVICES)****FOR OLD RIGS**

The following rig and equipment were inspected physically on \_\_\_\_\_ (date) and certified as under:

<b>Sl. No.</b>	<b>Description</b>	<b>Details</b>					
1.0	Identification No. of rig						
2.0	Current location of the rig (Detailed address telephone & Fax No.)						
3.0	Present owner of the rig (Detailed address, telephone & Fax No.)						
4.0	Details of rig / equipment inspected	Details of rig / equipment offered with ID No.	Model /HP/Capacity/Pressure Rating	<b>Present Condition</b> (Whether meets the tender specification)	Year of manufacture	Residual life (in years)	Remarks of Certifying Agency
4.1 (a)	Mast Make: Model: Capacity in MT: Height from ground level(in Ft):						
4.1 (b)	(b) Sub Structure: Capacity in MT: Height from ground level (in Ft): Clear height under rotary beams (i.e. clearance below rotary table) in ft:						
4.2 (a)	Rig engine: Nos. of engine: Make: Model: H.P.:						
4.2 (b)	Generators: No. of Generators: Make:						

	Model: H.P						
4.2 (c)	Rig Compressors(Cold Start ): Make: Model: H.P.:						
4.2 (d)	Rig Compressors (Reciprocating/Screw Type): Make: Model: H.P.:						
4.3 (a)	Draw works: Type: Make: Model: H.P.						
4.3 (b)	Eddy Brake/Disc Brake/Auxiliary Brake:						
4.4	Rotary Table: Make: Model: Static and rotating capacity (in MT): Rotary Table opening (in Inch):						
4.5	Traveling Block: Make: Model: Capacity in MT:						
4.6	Crown Block: Make: Model: Capacity in MT:						
4.7 (a)	Swivel: Make: Model: Capacity in MT: Pressure rating (Kg/sq. cm):						
4.8 (a)	RAM BOPs: Make: Model: Size: Pressure rating: Type: Single / Double Ram Manual locking : (Y/N) Operating Pressure:						
4.8 (b)	ANNULAR BOPs: Make: Model: Size: Pressure rating:						

	Operating Pressure:						
4.8 (c)	BOP Control unit: Make: Model: Accumulator Capacity: Pressure rating: No. of remote controls:						
4.8 (d)	Choke & Kill Manifold						
4.8 (e)	Remote BOP Panel						
4.8 (f)	Remote Choke Panel						
5.1 (a)	Mud Pumps: Make: Model: No. of Pumps: Max Pressure rating: Discharge rate at specified pressure.						
5.1 (b)	Super Charge pump						
5.1 (c)	Linear Motion Shale Shaker						
5.1 (d)	Desander						
5.1 (e)	Desilter						
5.1 (f)	Degasser						
5.1 (g)	Centrifuge						
5.1 (h)	Liner Motion Mud Cleaner						
5.1 (i)	Stand Pipe Manifold						
5.1 (j)	Rotary Hose						
4.1 1	TOP DRIVE Unit: Make: Model: Capacity in MT: Pressure Rating:						
5.0	Electrical Items viz. alternators, drilling & auxiliary motors, Control PCRs (SCR / VFD house), MCC, cable system, etc.						
6.0	Drilling Instrumentation; a) Weight Indicator Make: Model/Type: Range:						

	b)Drillers Console instruments List of all instruments along with Make, Model & Range c)Advanced Instrumentation System Make: Model: d) Online Gas Monitoring System Make: Model: e) Rig Intercom System Make: Model:						
7.0	Overall Rig Package						

**Certification:**

- i) NDT of Mast & Substructure:
- ii) Refurbishment, if any, with date and details of refurbishment.

The rig after due inspection, is found in good operating / working conditions.

**To be digitally signed by Bidder's Authorized signatory**

**Note:**

- (1) For the rig / equipment already in existence, the above certificate shall be given by third party inspection agency namely BV/DNV/ABS/ LLOYDS/ OILFIELD AUDIT SERVICES on their letter head in original. Certificate from other agencies shall not be accepted.
- (2) Third party Inspection should be carried out on or after the date of issue of this tender document by Company and original inspection documents should be submitted either along with the techno-commercial bid or at least one day prior to price bid opening (with confirmation in techno-commercial bid). Bidders failing to provide the certificate as above will not be considered for price bid opening/award of contract.

\*\*\*\*\*

**ANNEXURE-II****RESPONSIBILITY MATRIX FOR EACH DRILLING RIG SERVICES**

The equipment machinery, tools, materials supplies, instruments, services and labour, including but not limited to those listed at the following terms shall be provided at the location by the COMPANY or the CONTRACTOR and the expenses of COMPANY or CONTRACTOR as designated hereunder by 'X' mark in the appropriate column.

**'C' – Contractor    'O' – OIL/Company**

Sl. No.	I T E M	At Expense of		Supplied by	
		C	O	C	O
A. GENERAL-I					
1	All charges relative to acquisition, shipping and transportation of all Contractor's Items required as replacements or spare parts,	X		X	
2	Contractor's personnel including replacement, subsistence, insurance, wages, benefits, and all other costs related thereto.	X		X	
3	Extra personnel in excess of the complement of personnel set forth in Section II – Contractor’s Personnel deputed by Contractor itself.	X		X	
4	Required licenses, permits, certificates of financial responsibility and clearances to enter and depart from drilling location	X		X	
5	Transportation for Contractor's Items and its subcontractor's item and personnel.	X		X	
6	Duties, fees, licenses, pilotage fees, wharf age fees, harbour fees and costs or similar charges including any sales taxes or clearing agent or brokerage fees relating to Contractor's Items and replacements or spare parts.	X		X	
7	Insurance as provided in the Contract.	X		X	
8	Passports and visas for Contractor's Personnel	X		X	
9	Work permits for Contractor's Personnel.	X		X	
10	Labour license and all regulatory requirements as per DGMS, Labour Law for Contractor’s personnel.	X		X	
11	Obtain and maintain all necessary consents, permits, licenses and certificates required for movement and use of Contractor’s Equipment to/from Site including diesel storage	X		X	
12	Corporate registration, documentation and fees for Contractor in India required solely for the performance of this Contract	X		X	
13	Clearance of Contractor’s Equipment through Indian Customs (EC to be provided by Operator)	X		X	
B. GENERAL-II					
1	Base / Well site camp complete in all respects.	X		X	

Sl. No.	I T E M	At Expense of		Supplied by	
		C	O	C	O
2	Accommodation and food for all of Contractor's personnel and up to 21 Company and Company's third party personnel per day.	X		X	
3	Accommodation and food for Company's personnel and Company's third party personnel in excess of 21 per day.		X	X	
4	Potable water for rig site and camp site.	X		X	
5	Loading and offloading Company's and Company's third party's equipment and materials at rig site	X		X	
6	Transportation of Company's equipment and materials during inter-location moves.	X		X	
7	Supply of additional labour for cleaning pits, cuttings and other related work	X		X	
8	All safety equipment and gears as per Contract	X		X	
9	Necessary IT equipment.	X		X	
10	Electricity and air supply to Company and Company's third party's Equipment	X		X	
11	All housekeeping services and supplies	X		X	
12	First aid medical attention by a qualified medic for all personnel.	X		X	
13	Emergency medical treatment for Contractor's, Company's and Company's third party's Personnel	X		X	
14	Ambulance with all necessary medical facilities	X		X	
15	Communication system capable of transmitting online data.	X		X	
16	Security arrangement / facility at rig and campsite.	X		X	
17	Welding for Company's third party's work within a reasonable request. (Note: Welding for Company's third party's work beyond a reasonable request shall be mutually agreed between both the Parties)	X		X	
<b>C. RIG &amp; EQUIPMENT-I</b>					
1	Complete Drilling Rig Package with ETP	X		X	
2	BOP Handling System	X		X	
3	BOP, Spools, flanges, its attachments & spares	X		X	
4	BOP testing equipment and accessories	X		X	
5	Choke & kill unit & connections	X		X	
6	Diverter system	X		X	
7	Kill pump, tank, lines and attachments	X		X	
8	All Solid control equipment	X		X	
9	Degasser, Poor Boy Degasser (Mud Gas Separator)	X		X	
10	BOP Control Unit and accessories	X		X	
11	All Drill pipes, drill collars, HWDPs.	X		X	
12	Lifting subs	X		X	

Sl. No.	I T E M	At Expense of		Supplied by	
		C	O	C	O
13	All sizes & capacities of elevators, slips, tongs, safety clamps for handling drilling & tubing string.	X		X	
14	All sizes & capacities of elevators, slips, tongs (manual & hydraulic), for handling casing & Liner string including spider slip & elevator	X		X	
15	Kelly (s)	X		X	
16	Rotary substitutes of all sizes	X		X	
17	Stabilizers & Hole openers	X		X	
18	All Fishing tools & their spares	X		X	
19	Kelly spinner	X		X	
20	Drill pipe spinner	X		X	
21	Elevator links	X		X	
22	Bit breaker, casing thread protector, nozzle gauge, stabilizer gauge & bit gauge	X		X	
23	Air winch (s)	X		X	
24	Drilling jars, safety joints and all fishing tools such overshots, spear, RCJB, Junk subs, fishing magnets, impression blocks, junk mills, ditch magnet, etc. with spares / consumables / replacement parts.	X		X	
25	Casing scrappers / rotoverts	X		X	
26	Circulating heads & FOSV	X		X	
27	Poor boy swivel	X		X	
28	Mud basket	X		X	
29	Back pressure valves	X		X	
30	Risers	X		X	
31	Complete set of tools & wrenches	X		X	
32	Flow nipple & flow branch	X		X	
33	Gauging water pump	X		X	
34	All kind of mud agitators & mud guns	X		X	
35	On line gas monitoring system & portable gas detector	X		X	
36	Cabin for mud attendant.	X		X	
37	Emergency electricity generator at well site & camp	X		X	
38a	Advanced Instrumentation System	X		X	
38b	Rig Intercom System	X		X	
39	Firefighting & safety equipment	X		X	
40	Shut in valves	X		X	
41	Welding & Cutting set	X		X	
42	Cellar Pump	X		X	
43	Rig compressor (including auxiliary)	X		X	
44	Mud making/loading facilities at drill site complete with reciprocating pumps, prime movers, hoppers, tankages etc.	X		X	

Sl. No.	I T E M	At Expense of		Supplied by	
		C	O	C	O
45	Mud & water system inclusive of active, intermediate & storage tanks	X		X	
46	Supplying water at drilling site	X		X	
47	Equipment required for generating electricity at the rig site, camp, etc.	X		X	
48	Rig lighting	X		X	
49	All required Lines / Chiksans / Fittings, etc.	X		X	
50	Crane and forklifts	X		X	
51	Any additional crane & forklift required to carry out normal drilling operations & during rig move, rig up & rig down.	X		X	
52	Required wire lines & ropes	X		X	
53	Office for Company's personnel at well site complete in all respects	X		X	
54	Bug Blower	X		X	
55	Kelly cocks, upper & lower	X		X	
56	Float valves for bit subs	X		X	
57	Inside BOPs	X		X	
58	Cup tester	X		X	
59	Effluent Treatment Plant with accessories	X		X	
60	Top Drive System with accessories	X		X	
61	Equipment not specified but required for Contractor's normal operations	X		X	
<b>D. RIG &amp; EQUIPMENT-II</b>					
1	Inspection of Contractor's tubular & handling equipment / tools and other in-hole equipment as specified in Section III, before operations commence under this Contract.	X		X	
2	Inspection of Contractor's tubular & handling equipment / tools and other in-hole equipment as specified in Section III, during operations at reasonable intervals requested by the Company.	X		X	
3	Repair and/or replacement parts for Contractor furnished fishing tools.	X		X	
4	Replacement of elements / parts for Contractor's Diverter System and BOPs	X		X	
5	Mud pump liners	X		X	
6	Removal and disposal of camp site waste	X		X	
<b>E. CONSUMABLES</b>					
1	All required Oil, grease, lube, cleaning solvent, hydraulic fluid and accumulator charging gases for Contractor's equipment	X		X	
2	Drill water for drilling, rig cleaning & cementing.	X		X	
3	Drill pipe protectors (one per thribble inside casing).	X		X	
4	Kelly saver-sub rubber protectors	X		X	

Sl. No.	I T E M	At Expense of		Supplied by	
		C	O	C	O
5	Drill pipes & tubing rubber wipers	X		X	
6	All required Spares for solid control equipment.	X		X	
7	Air, water, electricity, fuel (HSD) and other POL for the rig site and camp site	X		X	
8	Casing thread lubricant & thread locking compound		X		X
9	Thread Dope/Thread lubricant for all contractor tubular and tubings.	X		X	
10	Required rope, cotton waste, hand tools and general drilling rig consumables	X		X	
11	Stabilizer sleeves	X		X	
12	Welding & cutting consumables	X		X	
13	All BOP consumables including ring joint gaskets	X		X	
14	Consumables not described but needed for normal drilling operations and maintenance of Contractor's Equipment	X		X	
15	Spares for drilling unit & accessories.	X		X	
16	Replacement of electrical fittings as & when necessary.	X		X	
17	Spares & consumables for communication equipment	X		X	
18	Replacement, spares & consumables for fire-fighting equipment	X		X	
19	Maintaining adequate stock of consumables.	X		X	
20	Consumables for computers. Software should be upgraded as and when required.	X		X	
21	Replacement of tool equipment services as & when necessary	X		X	
22	First-aid & medicine	X		X	
23	Materials required for hygienic atmosphere at well site & camp site	X		X	
24	Materials required for control of pollution.	X		X	
25	Consumables not indicated but required by Contractor in normal operation or needed for the maintenance of Contractor's equipment.	X		X	
<b>F. OTHER SERVICES &amp; PERSONNEL</b>					
1	Site preparation		X		X
2	Furnish adequate roadway to location and the right of way		X		X
3	Mud Engineering Services (if engaged) including supply of complete line of chemicals.		X		X
4	Effluent management	X		X	
5	Directional / Vertical Drilling Services		X		X
6	Cementing Services including supply of cement & complete line of chemicals/ additives.		X		X
7	Coring Services including supply of core barrels. Core heads with all accessories and handling tools.		X		X
8	Mud Logging Services		X		X

Sl. No.	I T E M	At Expense of		Supplied by	
		C	O	C	O
9	Handling (running in / pulling out) of Casing & Tubing	X		X	
10	Wireline Logging & TCP Services.		X		X
11	Liner Hanger Services including supply of handling/ setting tools and liner hanger accessories		X		X
12	Drill Stem Testing & Surface Production Testing Services		X		X
13	Casing Torque & Turn Services		X		X
14	Procurement and supply of drill Bits		X		X
15	Procurement and supply of casings, liners and tubing		X		X
16	Procurement and supply of well heads		X		X
17	Casing handling, servicing, drifting, measuring, thread cleaning		X		X
18	Centralizer installation on the Drilling Unit	X		X	
19	Transportation of entire drilling unit with accessories between locations (inter-location move)	X		X	
20	Inter-location movement of company's equipment attached with the rig.	X		X	
20	Transportation of contractor personnel	X		X	
21	Collection of bits, light consumables and transportation of same including handling at well site.	X		X	
22	Communication service	X		X	
23	Medical facilities at well site & camp site	X		X	
24	Well head hookup	X		X	
25	Handling of all Company equipment at the drilling locations	X		X	
26	BOP testing services	X		X	
27	Maintenance of Contractor's equipment.	X		X	
28	Well killing services	X		X	
29	Effluent water disposal	X		X	
30	Pollution control services	X		X	
31	Computation and record keeping services	X		X	
32	Degassing services	X		X	
33	Catering services	X		X	
34	Medical Services	X		X	
35	Ambulance services	X		X	
36	Firefighting services	X		X	
37	Services of Personnel	X		X	
38	Services not specified above but required by Contractor in normal operations or needed to maintain & operate Contractor's equipment.	X		X	

Sl. No.	I T E M	At Expense of		Supplied by	
		C	O	C	O
39	Services not indicated but required due to directions of the Company		X	X	X

**To be digitally signed by Bidder's Authorized signatory**

**ANNEXURE-III****PROFORMA FOR BIO DATA OF KEY PERSONNEL**

1. NAME
2. PRESENT ADDRESS
3. PERMANENT ADDRESS
4. FATHER'S NAME
5. NATIONALITY
6. PASSPORT NO. AND VALIDITY  
(IN CASE OF EXPATRIATE)
7. DATE OF BIRTH
8. DESIGNATED POST
9. EDUCATIONAL QUALIFICATIONS:

AFFIX  
PASSPORT  
SIZE  
PHOTOGRAPH

Sl. No.	Exam Passed	Institute	Board   University   Council   Others	Grade   % Marks Obtained

10. HSE TRAININGS (If any):
11. DETAILS OF PROFESSIONAL CERTIFICATE, LICENSE, ETC. WITH VALIDITY
12. EXPERIENCE IN REVERSE ORDER:

Sl. No.	Name of the Company (Employer)	Designation or Post Held	Name of Client or Company with type of Service Provided	Period of Service		HP & type of Drilling Rig worked
				From	To	

**N.B.:** Add rows as required. Annexure(s) may also be attached if required.

Signature & Name of personnel

Seal of Bidder

Sig., Name & Designation of bidder

**NOTE:**

1. *Attach copies of following documents:*
  - Identity Proof
  - Date of Birth Proof
  - Proof of educational qualification
  - Proof of Experience
  - IWCF certificate (For Rig Manager / Rig Superintendent, Tool Pusher, Tour Pusher / Night Tool Pusher, Driller & Asst. driller), Heavy Motor Vehicle Driving License (For Crane Operator), Certificate of Welding Trade (For Welder)
  - Medical Fitness Certificate in Form 'O' (as per The Mines Act 1952).
  - Electrical license and Supervisor license (For Electrical Engineer, Rig Electrician and Assistant Rig Electrician).
2. *Contractor shall provide the following before deploying his personnel:*
  - a) Police verification report for domestic employees of Contractor
  - b) Security clearance from Ministry of Home Affairs, Govt. of India for expatriate employees of Contractor
3. *In case of replacement of the key personnel, except Rig Manager(s)/ Rig Superintendent(s), the replacement personnel must have the requisite qualification and experience as per Scope of Work/Terms of Reference (Section-II) and shall submit their credentials along with their recent photographs & documents to Company for clearance of Company.*
4. *For Rig Manager(s) / Rig Superintendent(s), bidders should ensure that the same persons, whose CV's are part of the offer are deployed during the execution. In case of replacement of Rig Manager(s) / Rig Superintendent(s), the replacement personnel must have same or higher score as accepted against the QCBS methodology.*

**ANNEXURE-IV****DETAILS OF ELECTRICAL MACHINE USED IN DRILLING RIG PACKAGE**

Sl. No.	Name of Equipment/ Motor	Make	Maker's Sl. No.	Type	CIMFR/ recognized laboratory of country of origin approval no. & validity	Distance from Well head	Gas Group
1							
2							
3							
4							
5							
6							
7							
8							
9							

**To be digitally signed by Bidder's Authorized signatory**

**ANNEXURE-V**

**DETAILS OF ALL CABLES, LIGHT FITTINGS, PUSH BUTTON STATIONS, PLUG & SOCKETS, JUNCTION BOXES, MOTORS, STARTERS ETC.**

**TO BE USED IN THE OFFERED RIG PACKAGE**

<b>Sl. No.</b>	<b>Description</b>	<b>Make</b>	<b>Type</b>	<b>CIMFR/ recognized laboratory of country of origin approval no. &amp; validity</b>	<b>Gas Group</b>

**To be digitally signed by Bidder's Authorized signatory**

**Electrical****Questionnaire for Electrical**

(To be filled up separately for each drilling rig offered & to be uploaded along with techno- commercial bid)

<b>Sl. No.</b>	<b>Details</b>	<b>Bidder Remarks</b>
1	Offered Rig is AC-SCR or AC-VFD?	
2	Does the offer include ETP?	
3	Does the rig have provision for installing a top drive? Explain details of provision offered?	
4	Have you submitted the following drawings with the bid? Physical layout, showing all important components Electrical single line diagram, showing all major components Earthing diagram for the rig	
5	Whether Neutral resistance grounding is offered for 415V system (as per CEA Regulations, 2010)?	
6	Give details of the drilling motors offered for MP Make & model Voltage (in V)/ Power rating (in HP) No. of motors per mud pump	
7	Give details of the drilling motors offered for DW Make & model Voltage (in V)/ Power rating (in HP) No. of motors for DW	
8	Give details of Rotary drive employed (chain driven from DW, IRD, combination of chain/IRD) If IRD motor employed, give details similar to MP/DW above	
9	Give details of lighting for hazardous areas Voltage (phase to phase), in V Neutral employed?	(Yes / No)
10	Power Pack Details Make and model offered No of power packs offered Are all offered power packs identical in terms of make/model/power rating / voltage rating Output Voltage (in VAC) Output power (in kVA) Rotation speed (RPM)	(YES / NO). If NO, give details
11	Control Rom details No of PCRs offered Details of SCR / VFD system (Make / model / etc.)	
12	Details of control panels offered Drillers control (DCON) make Is DCON purged with positive pressure? If no, please provide how the control panel is made safe for use. Mud pump / cementing console offered? If MP/CON offered, give details	(Yes / No)

13	Details of braking system offered	
	Primary Brake – (Band brake / others)	
	Auxiliary Brake – (EC Brake / through AC motors, etc)	
	If EC Brake offered, make and model offered	
14	Aviation warning lights offered	
	Day time, white color, flasher type	(YES / NO) If Yes – Qty?
	Night Time, Red color, steady type	(Yes / No) If Yes – Qty?
15	Emergency / Hooter Alarm system	
	Emergency shut-off system provided?	
	Does the system shut off the alternators when activated?	
	Does the system de-activate the drives when activated?	
	Emergency hooter (electrical) provided?	(Yes / No)
16	BOP control unit	
	Are all electrical items employed in BOP control unit suitable for hazardous areas (Zone 1, Gas group 2A/2B)?	
	CIMFR/ recognized laboratory of country of origin approval obtained and such certificates submitted with bid?	
17	Does bidder agree explicitly to deal with all electrical overhead lines to be encountered during Inter-Location movement (ILM) including the OH lines encountered during initial deployment of the rig at designated site? (OIL support will not be available for this.	
18	CIMFR/ recognized laboratory of country of origin approval	
	Does bidder have CIMFR/ recognized laboratory of country of origin approval for all electrical equipment (including motors / lights / panels etc.) deployed in hazardous areas.	(Yes / No)
	Does all electrical equipment conform to IS/ IEC standards as specified by DGMS as per clause no. 107 of OMR- 2017 for use in Zone 1 and Zone 2 hazardous area of the mine.	(Yes / No)
	Has bidder enclosed approval copies for all electrical equipment deployed in hazardous areas?	(Yes / No)
	Is there any equipment without approval, deployed in hazardous areas? If yes, give details of such equipment.	
	Does bidder agree to make rig available for inspection by any statutory authority, and abide by any instruction / directions arising there-from?	(Yes / No)
19	Does bidder agree to supply electric power to production set-up, as and when required, until “Rig-down” is not formally declared?	
20	Does the bidder agree to mobilize a second Rig Package of at least same specifications & capacity on same rates, terms and conditions, if called for by Company during the tenure of contract?	(Yes / No)

**To be digitally signed by Bidder’s Authorized signatory**

## **ANNEXURE-VII**

### **PROFORMA UNDERTAKING FROM CONTRACTOR'S PERSONNEL**

I \_\_\_\_\_ S/o \_\_\_\_\_ having permanent residence at \_\_\_\_\_ Dist. \_\_\_\_\_ am working with M/s. \_\_\_\_\_ as their employee. Now, I have been transferred by M/s. \_\_\_\_\_ for carrying out the contract job under Contract No. \_\_\_\_\_ which has been awarded in favour of my employer M/s. \_\_\_\_\_.

I hereby declare that I will not have any claim for employment or any service benefit from OIL by virtue of my deployment for carrying out contract job in OIL by M/s. \_\_\_\_\_.

I am an employee of \_\_\_\_\_ for all practical purposes and there is no privacy of Contract between OIL and me.

Place:

Date:

Signature \_\_\_\_\_

NAME:

DESIGNATION:

Signed in presence of following:

1. SIGNATURE:  
NAME:  
  
DESIGNATION:
2. SIGNATURE:  
NAME:  
  
DESIGNATION

Seal of Bidder

Sig., Name & Designation of bidder

**ANNEXURE-VIII****RESPONSIBILITY MATRIX AND REPORTING & COMMUNICATION CHANNEL OF  
KEY PERSONNEL**

The responsibilities of Contractor key personnel including but not limited to those listed under Operational and HSE at the following terms as designated hereunder by ‘**X**’ mark in the appropriate rows. The listed responsibilities are in addition to the Primary Responsibilities of the specific Job title.

**Operational:**

Sl. no	Job Responsibility	Contractor Personnel																
		Rig Manager	Tool Pusher/ NTP	Electrical Supervisor	Mechanical Engineer	Driller	HSE officer	Mud Engineer	Assistant Driller	Top man	Floor man	Mechanic	Electrician	Welder	ETP Supervisor	Top Drive Operator	Medic/Doctor	Crane Operator
1	Operation & Maintenance of the Drilling Rig	X	X	X	X													
2	Look-ahead plan for 7/15/30 days	X	X	X	X													
3	Timely supply of consumables	X	X	X	X	X												
4	Inventory management of Spares	X	X	X	X	X												
5	Adherence to equipment maintenance schedule and record	X	X	X	X													
6	Monitor plans, programs and work progress	X	X			X												
7	Downhole & Well Control problems	X	X			X												
8	Co-ordinate activities with Company's third party	X	X			X												
9	Daily Operations Report	X	X			X												
10	ILM & Schedule of load transfer	X	X			X												X
11	Rig up/rig down	X	X			X			X									
12	BHAs, Drill String, Casing String, Fishing String,	X	X			X												

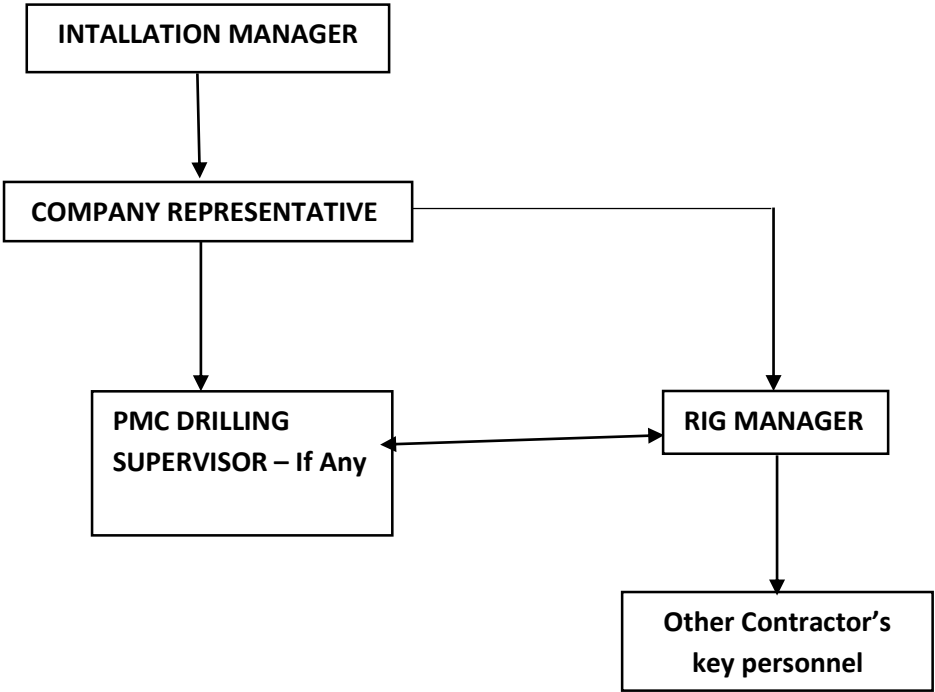
	Tubing/completion string																
13	Wellhead & BOP hook up, slip seal setting cum testing.	<b>X</b>	<b>X</b>			<b>X</b>											
14	Implementation of mud program, mud parameters & mud stock	<b>X</b>	<b>X</b>					<b>X</b>									
15	Formation Integrity Test/ Pressure Integrity Test, LOTs, Casing Integrity Test	<b>X</b>	<b>X</b>			<b>X</b>											
16	Casing, liner and tubing running operations	<b>X</b>	<b>X</b>			<b>X</b>											
17	Hard or Soft Shut-in line ups	<b>X</b>	<b>X</b>			<b>X</b>											
18	Flow Check		<b>X</b>			<b>X</b>											
19	Well shutting operation	<b>X</b>	<b>X</b>			<b>X</b>											
20	Well Killing ( As per Standing Order)	<b>X</b>	<b>X</b>			<b>X</b>											
21	Servicing of all equipment & consumables	<b>X</b>	<b>X</b>			<b>X</b>			<b>X</b>								
22	Tubular & x-over		<b>X</b>			<b>X</b>			<b>X</b>								
23	Measurement and Drawing of downhole Tool and Tubulars		<b>X</b>			<b>X</b>			<b>X</b>								
24	Inspection of mast and crown		<b>X</b>			<b>X</b>			<b>X</b>	<b>X</b>							
25	P.O.L records	<b>X</b>			<b>X</b>							<b>X</b>					
26	Operation & Maintenance of ETP	<b>X</b>		<b>X</b>	<b>X</b>									<b>X</b>			
27	Overall Housekeeping	<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>
28	Any Instruction from Rig Manager, Tool Pusher/NTP, Electrical Supervisor & Mechanical Engineer					<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>

**HSE:**

Sl. No .	Job Responsibility	Contractor Personnel																
		Rig Manager	Tool Pusher/ NTP	Electrical Supervisor	Mechanical Engineer	Driller	HSE officer	Mud Engineer	Assistant Driller	Top man	Floor man	Mechanic	Electrician	Welder	ETP Supervisor	Top Drive Operator	Medic/Doctor	Crane Operator
1	Implementing Safety Management system	X	X	X	X	X	X	X										
2	Safety document management system	X	X	X	X	X	X											
3	Legal compliance	X					X											
4	Implementation of Emergency Response Plan	X	X				X											
5	BOP Function &Pressure tests	X	X			X	X											
6	BOP & Fire drills	X	X			X	X											
7	Tool box talk & JSA	X	X	X	X	X	X											
8	Schematic drawing layout of rig	X	X				X											
9	Shift Hand Over	X	X	X	X	X	X	X	X	X								
10	Personal protective equipment	X					X											
11	Accident/Dangerous occurring/ Near miss reporting	X	X	X	X	X	X	X										
12	Adhering to the SOP	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
13	Compliance of all safety rule(s)/regulation (s)/circular(s)	X	X	X	X		X											
14	Permit To Work		X	X	X	X	X											
16	Inspection of EED and FPD	X					X			X								

17	Pollution control & environmental management	X					X											
----	--	---	--	--	--	--	---	--	--	--	--	--	--	--	--	--	--	--

REPORTING AND COMMUNICATION CHANNEL



**EXPERIENCE STATEMENT OF BIDDER/ SERVICE PROVIDER****Tender No:** \_\_\_\_\_

Bidders' experience statement for their Service in previous Seven (7) years to be reckoned from the original bid closing date of the tender.

Sl. No.	Contract No.	Name & Contact details of client	Place of Operation	Capacity of Rig in HP	Details of Oil and/or Gas Wells drilled & completed			Commencement date of contract	Completion date of contract
					Name of Well / Location	Drilled Depth of the Well	Nature of Well (vertical/ Deviated / Horizontal)		
1					1. 2. 3.				
2					1. 2. 3.				
3					1. 2. 3.				

Add rows as required.

**Note:** As a proof of successful completion of well(s), bidder must attach either copy of end of the well report or copy of daily progress report or any other document duly certified by Client for substantiating the drilled depth, name of well/location, Rig HP with contract number.

**PROFORMA-A**

**LIST OF ITEMS (Equipment, Tools, Accessories, Spares & consumable)**  
**TO BE IMPORTED IN CONNECTION WITH EXECUTION**  
**OF THE CONTRACT SHOWING CIF VALUE**

Sl. No.	Item Description	Qty/ Unit	Rate	Total	Freight & Insurance	CIF Value	Port & other charge	Landed Cost	Is it re-exportable? YES or NO	Year of Mfg.	HSN Code
A	B	C	D	E = C x D	F	G = F + E	H	I = G+H	J	K	L

- (1) The items which are not of consumable in nature and required to be re-exported outside India after completion of the Contract should be indicated as "YES" in column "J".
- (2) The items, which are of consumable in nature should be indicated as "NO" in column "J".
- (3) For estimation of applicable customs duty, the bidders are required to indicate customs tariff code (i.e. HSN Code) of each item in column "L".

**Authorised Person's Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

Seal of the Bidder:

**PRICED BID FORMAT**

**THE PRICE BID FORMAT IS ATTACHED UNDER “NOTES AND ATTACHMENTS”  
TAB OF THE OIL’s E-TENDER PORTAL**

**\*\*\*\*\***

**BID FORM**

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

**Sub: IFB No. CDG0477P23**

*Gentlemen,*

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

We undertake, if our Bid is accepted, to commence the work within (\_\_\_\_\_) days calculated from the date issue of LOA.

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

We agree to abide by this Bid for a period of 120 days from the date fixed for Bid closing and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

**Authorised Person's Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Designation:** \_\_\_\_\_

**Seal of the Bidder:**

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

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:

<b>Section No.</b>	<b>Clause No. (Page No.)</b>	<b>Non-Compliance</b>	<b>Remarks</b>

**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.

**Bid Security Declaration**

(to be submitted on Bidder's letter head)

**M/s. Oil India Limited**

.....,

.....

**Tender No.: CDG0477P23**

I/We, the undersigned, declare that:

- 1.0 I/We understand that, according to your Tender conditions, bids must be supported by a Bid Security, which is in the form of a Bid-Security Declaration.
- 2.0 I/We the undersigned hereby declare that, if we withdraw or modify our Bids during the period of its validity, or if we are awarded the contract and fail to sign the contract, or to submit a performance security before the deadline defined in the Tender document, we will be suspended for a period of two years. This suspension of two year shall be automatic without conducting any enquiry.

**Name and Signature of**

**Authorized Signatory and Company Seal**

**FORM OF PERFORMANCE BANK GUARANTEE**

To:  
M/s. OIL INDIA LIMITED,  
CONTRACTS DEPARTMENT  
DULIAJAN, ASSAM, INDIA, PIN - 786 602.

WHEREAS \_\_\_\_\_ (Name and address of Contractor)  
(hereinafter called "Contractor") had undertaken, in pursuance of Contract No.  
\_\_\_\_\_ to execute (Name of Contract and Brief Description of the Work)  
\_\_\_\_\_ (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee as security for compliance with Contractor's obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee; NOW THEREFORE we hereby affirm that we are Guarantors on behalf of the Contractor, up to a total of (Amount of Guarantee in figures) \_\_\_\_\_ (in words \_\_\_\_\_), such amount being payable in the types and proportions of currencies in which the Contract price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of guarantee sum as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein. We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

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

This guarantee is valid until the -----day of -----

The details of the Issuing Bank and Controlling Bank are as under:

A. Issuing Bank:

BANK FAX NO:  
BANK EMAIL ID:  
BANK TELEPHONE NO.:  
IFSC CODE OF THE BANK:

B. Controlling Office:

Address of the Controlling Office of the BG issuing Bank:  
Name of the Contact Person at the Controlling Office with Mobile No. and e-mail address:

SIGNATURE AND SEAL OF THE GUARANTORS \_\_\_\_\_

Designation: \_\_\_\_\_

Name of Bank: \_\_\_\_\_

Address: \_\_\_\_\_

Witness: \_\_\_\_\_

Address: \_\_\_\_\_

Date: \_\_\_\_\_

Place: \_\_\_\_\_

**Note:**

The Bank Guarantee issuing bank branch must ensure the following:

- (a) The Bank Guarantee issued by the bank must be routed through SFMS platform as per the following details:
  - i) “MT 760 / MT 760 COV for issuance of bank guarantee.
  - ii) “MT 760 / MT 767 COV for amendment of bank guarantee.

The above message/intimation indicating the Contract No.-----shall be sent through SFMS by the BG issuing bank branch to HDFC Bank, Duliajan Branch; IFS Code – HDFC0002118; SWIFT Code – HDFCINBBCAL; Branch Address: HDFC Bank Limited, Duliajan Branch, Utopia Complex, BOC Gate, Jayanagar, Duliajan, Dibrugarh, PIN – 786602.

- (b) Bank Guarantee issued by a Scheduled Bank in India at the request of some other Non-Scheduled Bank of India shall not be acceptable.
- (c) Further correspondence against BG towards Performance Security must contain the Contract Number.

**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 Duliagan 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 Contractor) hereinafter called the "Contractor" 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 Contractor as detailed hereinafter or as Company may require;

WHEREAS, Contractor 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 had issued a firm Letter of Award No. \_\_\_\_\_ dated \_\_\_\_\_ based on Offer No. \_\_\_\_\_ dated \_\_\_\_\_ submitted by the Contractor against Company's IFB No. **CDG0477P23**.

WHEREAS, Contractor accepted the above Letter of Award vide----- and submitted Performance Bank Guarantee No. ----- Dated----- valid till----- issued by -----(Bank's name with detailed address) for an amount of -----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 Contractor'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) Section-I indicating the General Conditions of this Contract;
- (b) Section-II indicating the Terms of Reference;
- (c) Section-III indicating the Special Conditions of Contract;
- (d) Section-IV indicating the Schedule of Rates.

3. In consideration of the payments to be made by the Company to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Company to provide the Services and to remedy defects therein in conformity in all respect with the provisions of this Contract.

4. The Company hereby covenants to pay the Contractor in consideration of the provision of the Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of this Contract at the times and in the manner prescribed by this Contract.

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

Signed, Sealed and Delivered,

For and on behalf of  
Company (Oil India Limited)

for and on behalf of Contractor  
(M/s. \_\_\_\_\_)

Name:

Name:

Status:

Status:

In presence of

In presence of

1.

1.

2.

2.

**PROFORMA LETTER OF AUTHORITY**

To:  
**GM (CONTRACTS)**  
Oil India Ltd.,  
P.O. Duliajan - 786 602  
Assam, India

Sir,

**Sub: OIL's IFB No. CDG0477P23**

We \_\_\_\_\_ confirm that Mr. \_\_\_\_\_ (Name and address) as authorised to represent us to Bid, negotiate and conclude the agreement on our behalf with you against Tender Invitation No. \_\_\_\_\_ for hiring of services for \_\_\_\_\_.

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

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 competent and having the power of attorney (power of attorney shall be annexed) to bind such Bidder. If signed by a consortium, it shall be signed by members of the consortium.

**AUTHORISATION FOR ATTENDING BID OPENING**

TO,  
**GM (CONTRACTS)**  
Oil India Ltd.,  
P.O. Duliajan - 786 602  
Assam, India

Date: \_\_\_\_\_

Sir,

**Sub: OIL's IFB No. CDG0477P23**

We authorise Mr. /Mrs. \_\_\_\_\_ (Name and address) to be present at the time of opening of the above IFB due on \_\_\_\_\_ at Duliajan 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.

**&&&&&&&&**

**CERTIFICATE OF ANNUAL TURNOVER, NET WORTH & WORKING  
CAPITAL**

TO BE ISSUED BY PRACTISING **CHARTERED ACCOUNTANTS' FIRM** ON THEIR LETTER  
HEAD

**TO WHOM IT MAY CONCERN**

This is to certify that the following financial positions extracted from the audited financial statements of M/s..... (Name of the Bidder) for the last three (3) completed accounting years upto \_\_\_\_\_ are correct.

<b>YEAR</b>	<b>TURN OVER</b> (in INR Crores/US\$ million)	<b>NET WORTH</b> (in INR Crores/US\$ million)

Place:

Date:

Seal:

Membership Code:

Registration No. :

Signature

**To  
GM-CONTRACTS  
OIL INDIA LIMITED  
DULIAJAN-786602**

**SUB: SAFETY MEASURES FOR TENDER NO. CDG0477P23**

**DESCRIPTION OF WORK/ SERVICE:**

Sir,

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

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

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

- i) \_\_\_\_\_
- ii) \_\_\_\_\_
- iii) \_\_\_\_\_

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

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

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

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

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

(Seal)  
Date\_\_\_\_\_

Yours Faithfully

M/s\_\_\_\_\_

FOR & ON BEHALF OF CONTRACTOR

**PROFORMA of Bank Guarantee towards Purchase Preference-Local Content**

Ref. No. \_\_\_\_\_

Bank Guarantee No. \_\_\_\_\_

Dated \_\_\_\_\_

To  
Oil India Limited

\_\_\_\_\_  
India

Dear Sirs,

1. In consideration of \_\_\_\_\_ (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 Bank guarantee for India Rupees/US\$ \_\_\_\_\_ for the faithful fulfillment of conditions pertaining to Local Content in accordance with the value mentioned in the certificate of Local Content submitted by the contractor for claiming purchase preference under the Purchase Preference Policy (linked with Local Content).

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 to OIL immediately on first demand in writing any / all money 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 thin 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 operating 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 the 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 relived 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, out 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 \_\_\_\_\_ date of \_\_\_\_\_ 20\_\_ 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

WITNESS NO.2

\_\_\_\_\_  
(Signature)  
Full name and official address  
(in legible letters)  
Stamp

Attorney as power of  
Attorney no. \_\_\_\_\_  
Dated \_\_\_\_\_

## **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 services under **Tender No. CDG0477P23**. 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:

(i) 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.

(ii) 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.

(iii) 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 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.

(i) 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.

(ii) 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.

(iii) 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.

(iv) 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.

(v) Bidders shall disclose any transgressions with any other Company that may impinge on the anti-corruption principle.

(vi) The Bidder (s) /Contractor (s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder (s) /Contractor (s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further, all the payments made to the Indian Agent/Representative have to be in Indian Rupees only.

(vii) Bidders shall not pass any information provided by Principal as part of business relationship to others and not to commit any offence under PC/IPC Act.

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

(3) The Bidder/Contractor signing Integrity Pact shall not approach the Courts while representing the matters to IEMs and he/she will await their decision in the matter.

### **Section-3: Disqualification from tender process and exclusion from future Contracts**

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

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.

5. Integrity Pact, in respect of a particular contract, shall be operative from the date Integrity Pact is signed by both the parties till the final completion of the contract or as mentioned in Section 9- Pact Duration whichever is later. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings. Any issue relating to execution of contract, if specifically raised before the IEMs shall be looked into by IEMs.

### **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 Earnest Money Deposit / Bid Security.

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 Security Deposit / Performance Bank Guarantee.

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 Principal will enter into Pacts on identical terms with all bidders and contractors.
2. The Bidder / Contractor undertake(s) to procure from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the provisions laid down in this agreement/Pact by any of its sub-contractors/sub-vendors.
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**

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. However, the documents/records/information having National Security implications and those documents which have been classified as Secret/Top Secret are not to be disclosed.

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. However, the Independent External Monitor shall give an opportunity to the bidder / contractor to present its case before making its recommendations to the Principal.

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.

9. In case of any complaints referred under IP Program, the role of IEMs is advisory and would not be legally binding and it is restricted to resolving the issues raised by an intending bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some bidder.

## **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. The Arbitration clause provided in the main tender document / contract shall not be applicable for any issue / dispute arising under Integrity Pact.
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/Bidder is a Joint Venture or a partnership concern or a consortium, this agreement must be signed by all partners or consortium members. In case of subcontracting, the Principal contractor shall take the responsibility of the adoption of IP by the sub-contractor and all sub-contractors shall also sign the IP.
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.
5. Issues like warranty/guarantee, etc. shall be outside the purview of IEMs.

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**For the Principal**

Place: Duliajan

Date: --.--.2022

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**For the Bidder/Contractor**

Witness1: .....

Witness 2: .....

(Note: Uploading in the OIL's E-portal with digital signature will be construed that the same has been signed by the bidder's authorized signatory who has signed the bid).

&&&&

**To,  
GM-CONTRACTS  
OIL INDIA LIMITED  
DULIAJAN-786602**

**Sub: Undertaking of authenticity of information/documents submitted**

**Ref: Your tender No.\_\_\_\_\_ Dated \_\_\_\_\_**

**Sir,**

With reference to our quotation against your above-referred tender, we hereby undertake that no fraudulent information/documents have been submitted by us.

We take full responsibility for the submission of authentic information/documents against the above cited bid.

We also agree that, during any stage of the tender/contract agreement, in case any of the information/documents submitted by us are found to be false/forged/fraudulent, OIL has right to reject our bid at any stage including forfeiture of our EMD and/or PBG and/or cancel the award of contract and/or carry out any other penal action on us, as deemed fit.

Yours faithfully,

For (type name of the firm here)

Signature of Authorised Signatory

Name:

Designation:

Phone No.

Place:

Date:

(Affix Seal of the Organization here, if applicable)

**ON THE OFFICIAL PAD OF THE BIDDER TO BE EXECUTED BY THE AUTHORIZED  
SIGNATORY OF THE BIDDER**

**Certificate of Compliance of FINANCIAL CRITERIA:**

**Ref Clause No. 3.3 of the Bid Evaluation Criteria**

I ..... the authorized signatory(s) of .....  
(Company or firm name with address) do hereby solemnly affirm and declare /  
undertake as under:

**The balance sheet/Financial Statements for the financial year \_\_\_\_\_  
(as the case may be) has actually not been audited as on the Original Bid Closing  
Date.**

Place: .....

Date: .....

Signature of the authorized signatory

Note: This certificate is to be issued only considering the time required for preparation  
of Financial Statements i.e. if the last date of preceding financial / accounting year falls  
within the preceding six months reckoned from the original bid closing date.

**UNDERTAKING BY VENDOR ON SUBMISSION OF PERFORMANCE BANK  
GUARANTEE**

**To,  
The Oil India Limited  
Contracts Department  
Duliajan – 786 602  
Assam**

We M/s .....are  
submitting the performance security in favour of Oil India Limited, Duliajan in the form  
of bank guarantee bearing reference no. ....  
for an amount of INR ..... valid up to  
..... as per terms and conditions of our Purchase  
Order/Contract No.....

**PBG issuing bank details:**

Bank	
Branch IFS Code	
<b>Contact Details</b> E-mail Addresses	Mobile  Telephone Fax
<b>Correspondence Address</b> H No/Street/City	State Country Pin Code

**Declaration:**

We have arranged to send the confirmation of issuance of the performance bank guarantee via SFMS portal through our bank using the details mentioned in the contract/purchase order and hereby confirming the correctness of the details mentioned.

Authorised Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Vendor Code \_\_\_\_\_  
Email ID \_\_\_\_\_  
Mobile No \_\_\_\_\_

Encl: Original performance bank guarantee

**PROFORMA FOR UNDERTAKING FROM THIRD PARTY INSPECTION  
AGENCY**

**(To be submitted on official letter head)**

**TO**  
**M/s OIL INDIA LIMITED**  
**P.O. DULIAJAN-786602**  
**Assam, India**

Sir,

**SUB: OIL's IFB No. CDG0477P23**

M/s \_\_\_\_\_ having registered office at \_\_\_\_\_  
intend to participate in the above referred tender of OIL INDIA LIMITED.

The tender conditions stipulates that the bidder shall submit documents pertaining to Bid Evaluation Criteria (BEC), duly verified and certified by designated independent Third Party Inspection Agency.

In this regard, we hereby certify that copies of documents pertaining to Bid Evaluation Criteria (BEC) submitted to us by the bidder, M/s \_\_\_\_\_ have been verified and certified by us with originals and found to be genuine and authentic. We have signed and stamped on the copies of all the verified and certified documents having \_\_\_\_ nos. of pages.

**Note:** In the event of any requirement, OIL reserves the right to ask the inspection agencies to verify the documents with source, if required at no extra cost to OIL.

Thanking you,

**Authorised Person's Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**UNDERTAKING TOWARDS PURCHASE PREFERENCE**

**To,**

**GM-CONTRACTS  
Contracts Department  
P.O. DULIAJAN PIN-786602  
Dist. Dibrugarh, Assam  
India**

Dear Sir,

**SUB: OIL's IFB No. CDG0477P23**

We\_\_\_\_\_ (Name of the bidder) have submitted bid against the subject tender. We are eligible and shall avail benefit of Purchase Preference under the following policy:

Sl. No.	Subject	Tick whichever is applicable
1	PP MSE	
2	PP LC	

Yours faithfully,

Signature: \_\_\_\_\_

Name & Designation \_\_\_\_\_

For & on behalf of \_\_\_\_\_

## **APPENDIX-I**

**No. FP-20013/2/2017-FP-PNG**  
Government of India  
Ministry of Petroleum and Natural Gas  
\*\*\*\*\*

Shastri Bhawan, New Delhi  
Dated 17<sup>th</sup> November, 2020

To,

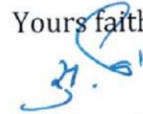
1. Chairman, IOCL
2. C&MD, BPCL/ HPCL/ ONGC/ OIL/ GAIL/ EIL/ Balmer Lawrie
3. Managing Director, CPCL/ NRL/ MRPL/ OVL
4. DG, DGH
5. DG, PPAC
6. Secretary, OIDB
7. ED, PCRA
8. ED, OISD
9. ED, CHT
10. Director, RGIPT
11. Member (BM), PNGRB
12. CEO & MD, ISPRL

**Subject: Policy to Provide Purchase Preference (linked with local content) (PP-LC) in all Public Sector Undertakings under the M/o P&NG - Amended regarding**

Sir/ Madam,

I am directed to refer to this Ministry's letter of even number dated 7.10.2019 on the subject mentioned above. It is stated that several provisions of the Policy have been amended as per the recommendations of the Steering Committee constituted under PP-LC Policy by MoPNG. Amended PP-LC Policy is enclosed herewith for necessary compliance which shall continue for a further period of one year w.e.f. 01.10.2020..

Yours faithfully



सुशील टी. विलियम्स

(Sushil T. Williams)

उप सचिव, भारत सरकार

(Deputy Secretary to the Govt. of India)

दूरभाष (Tel.): 23387467

Email: sushilt.williams@gov.in

Copy to:

- a) PS to Minister, PNG & Steel
- b) PPS/ PS to Secretary/ Sr. Economic Advisor/ AS&FA, MoPNG
- c) PPS/ PS to JS (E)/ JS (GP)/ JS (IC)/ JS(R)/ JS (M)/ JS (G)/ EA/ DDG, MoPNG
- d) US (Admin.), MoPNG
- e) Ms. Neelam Naval, Technical Director (NIC) - with request to upload the letter alongwith enclosure on website of MoPNG.

**Subject: Policy to provide Purchase preference (linked with local content) (PP – LC) in all Public Sector Undertakings under Ministry of Petroleum and Natural Gas- Amended**

**1 Preamble**

- 1.1 In tune with Make in India (MII) campaign in oil and gas sector, the Government has decided to incentivise the growth in local content in goods and services while implementing oil and gas projects in India, and
- 1.2 Whereas the Public procurement policy rests upon the core principles of competitiveness, adhering to sound procurement practices and execution of orders for supply of goods or services in accordance with a system which is fair, equitable, transparent, competitive and cost effective, and
- 1.3 Whereas, the local content can be increased through partnerships, cooperation with local companies, establishing production units in India or Joint Ventures (JV) with Indian suppliers, increasing the participation of local employees in services and training them etc.
- 1.4 Whereas incentivising enhanced local content in the procurement of goods and/or services in oil and gas business activities would lead to increased local industry content;
- 1.5 Therefore, the Ministry of Petroleum and Natural Gas (MoPNG) has decided to stipulate the following policy for providing Purchase Preference to the manufacturers/ service providers having the capability of meeting/ exceeding the local content targets in oil and gas business activities;
- 1.6 This policy considers the Local Content (LC) as the added value brought to India through the activities of the oil and gas industry. This may be measured (by project, affiliate, and/or country aggregate) and undertaken through Workforce development and investments in supplier development through developing and procuring supplies and services locally.

**2 Definitions**

- 2.1 **Oil and Gas Business Activity** shall comprise of Upstream, Midstream and Downstream business activities.

- 2.2 **Domestic products** shall be goods and/or service (including design and engineering), produced by companies, investing and producing in India.
- 2.3 **Local Content** hereinafter abbreviated to LC means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.
- 2.4 **Domestic Manufacturer** shall be business entity or individual having business activity established under Indian law and producing products domestically.
- 2.5 **Supplier** of goods and/or provider of service shall be a business entity having capability of providing goods and/or service in accordance with the business line and qualification thereof and classified as under:
- ‘Class-I local supplier’ means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50% as defined under this Policy.
- ‘Class-II local supplier’ means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%, as defined under this Policy.
- ‘Non-local supplier’ means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20%, as defined under this Policy.
- 2.6 **Steering Committee** means the committee to be constituted by MoPNG to provide effective guidance and to oversee the implementation of the Policy on a regular and continuing basis.
- 2.7 **Verification** shall be an activity to verify the accomplishment of LC by domestic manufacturers and/or suppliers of goods and/or providers of service with the data obtained or collected from respective business activities.
- 2.8 **Purchase preference:** Where the quoted price is within the margin of purchase preference of the lowest price, other things being equal, purchase preference may be granted to the bidder concerned, at the lowest valid price bid.

- 2.9 **Local Content (LC)** in Goods shall be the use of raw materials, design and engineering towards manufacturing, fabrication and finishing of work carried out within the country.
- 2.10 **Local Content (LC)** in Services shall be the use of services up to the final delivery by utilizing manpower (including specialist), working appliance (including software) and supporting facilities carried out within in the country.
- 2.11 **Local Content (LC)** in EPC contracts shall be the use of materials, design and engineering comprising of manufacturing, fabrication, assembly and finishing as well as the use of services by utilizing manpower (including specialist), working appliance (including software) and supporting facility up to the final delivery, carried out within the country.
- 2.12 **Factory overhead cost** shall be indirect costs of manpower, machine/working appliance/facility and the whole other fabrication costs needed to produce a unit of product with the cost not chargeable directly to specified product.
- 2.13 **Company overhead cost** shall be costs related to the marketing, administration and general affairs cost of the company.
- 2.14 **Indian Company** means a company formed and registered under the Companies Act, 2013.
- 2.15 **Foreign company** means any company or body corporate incorporated outside India which— (a) has a place of business in India whether by itself or through an agent, physically or through electronic mode; and (b) conducts any business activity in India in any other manner.
3. **Scope**
- 3.1 The regulation shall be intended to:
- 3.1.1 Support and boost the growth of domestic manufacturing sector so as to be able to support oil and natural gas business activities and contribute added value to economy, absorb manpower as well as have national, regional and international competitiveness;

- 3.1.2 Support and boost the growth of innovation/technology of domestic manufacturing sector.
- 3.2 This policy shall apply to all the Public Sector Undertakings and their wholly owned subsidiaries under the Ministry of Petroleum and Natural Gas; Joint Ventures that have 51% or more equity by one or more Public Sector Undertakings under the Ministry of Petroleum and Natural Gas; attached and subordinate offices of MoPNG.
- 3.3 This policy shall not include goods/ services falling under Micro Small and Medium Enterprises (MSME) or Domestically Manufactured Electronic Products (DMEP), as those products/ services are already covered under specific policy. However, an option would be given in the tender for the bidder to declare preference for seeking benefit under PP-LC/MSME or DMEP.
- 3.4 The policy is not applicable for HP-HT operations for the time being. The Charter Hiring of offshore vessels shall continue to be governed by DG, Shipping Guidelines. Indian Flag Vessels shall be considered as having 100% LC.
- 3.5 The prescribed local content in the Policy shall be applicable on the date of Notice inviting Tender.

#### **4. Procurement**

- 4.1 The procuring companies shall follow their own procurement procedures. Aggregation of annual requirements and such other procurement practices, which facilitate the implementation of this policy, may be adopted by procuring companies.
- 4.2 In respect of Global Tender Enquiry (GTE) the guidelines as issued by Government of India from time to time shall be applicable on the procuring entities.
- 4.3 **Margin of Purchase preference:** The margin of purchase preference shall be 20%.
- 4.4 (a) In respect of all goods, services or works in respect of which the Nodal Ministry/ Department under DPIIT's Public Procurement (Preference to Make in India) Order, 2017 has communicated that there is sufficient local capacity and local competition, only Class-I local supplier shall be eligible to bid irrespective of purchase value.

- 4.4 (b) For all other local tenders, Class-I local supplier and Class-II local supplier shall be eligible to bid irrespective of purchase value, but preference to be given as per PP-LC to the Class-I local supplier.
- 4.4 (c) Only Class-I local supplier and Class-II local supplier, as defined under the Order, shall be eligible to bid in procurements undertaken by procuring entities, except when Global tender enquiry has been issued. In global tender enquiries, Non-local suppliers shall also be eligible to bid along with Class-I local suppliers and Class-II local suppliers.
- 4.4 (d) Class-II local supplier will not get purchase preference in any procurement, undertaken by procuring entities.
- 4.5 In National Competitive Bid procurements of all items not covered by para 4.4 (a) and where the estimated value to be procured i.e. total value of enquiry/ tender, is less than Rs. 1 Crore shall be exempt from this Policy. In case of International Competitive Bids, the policy shall be applicable irrespective of the tender estimate. However, it shall be ensured by procuring entities that procurement is not split for the purpose of avoiding the provisions of this Policy.
- 4.6 The producers of goods and/or providers of services shall be obliged to fulfil the requirements of quality and delivery time in accordance with the provisions of the respective contracts of goods and services.
- 4.7 If the Ministry is satisfied that Indian suppliers of an item are not allowed to participate and/or compete in procurement by any foreign government, it may, if it deems appropriate, restrict or exclude bidders from that country from eligibility for procurement of that item and/or other items relating to the Ministry.
- 4.8 For the purpose of para 4.7 above, a supplier or bidder shall be considered to be from a country if (i) the entity is incorporated in that country, or (ii) a majority of its shareholding or effective control of the entity is exercised from that country, or (iii) more than 50% of the value of the item being supplied has been added in that country. Indian suppliers shall mean those entities which meet any of these tests with respect to India.

## **5. Purchase Preference- Linked with Local Content (LC)**

- 5.1 In procurement of all items not covered by para 4.4 (a), the following provisions may be considered for LC linked Purchase Preference:

- 5.1.1 The manufacturers/ service providers having the capability of meeting/ exceeding the local content targets shall be eligible for purchase preference under the policy, i.e. LC manufacturers/ LC service providers respectively as described below.
- 5.1.2 Wherever the goods/ services are procured under this policy, eligible (techno-commercially qualified) Class I Local supplier may be granted a purchase preference where the quoted price is within the margin of purchase preference of the lowest price, other things being equal, purchase preference may be granted to the eligible (techno-commercially qualified) Class I Local supplier concerned, at the lowest valid price bid.
- 5.1.3 Goods:** The tender for procuring goods would specify that the contract for 50% of the procured quantity would be awarded to the lowest techno-commercially qualified Class I Local supplier, subject to matching with L1, if such bidders are available. The remaining will be awarded to L1.
- 5.1.3.1 However, if L1 bidder happens to be a Class I Local supplier, the entire procurement value shall be awarded to such bidder;
- 5.1.3.2 If in the opinion of the procuring company, the tenders (procured quantity) cannot be divided in the prescribed ratio of 50:50, then they shall have the right to award contract to the eligible Class I Local supplier for quantity not less than 50%, as may be divisible.
- 5.1.3.3 In continuation to 5.1.3.2 above, if the tendered item is non divisible, (to be included in the tender document by procuring company) the contract can be awarded to the eligible Class I Local supplier for the entire quantity.
- 5.1.4 Services/ EPC Contracts:** The tender for oil and gas services/ EPC contracts shall not normally be split. For such procurement the tender would specify that the entire contract would be awarded to the lowest techno-commercially qualified Class I Local supplier, subject to matching with L1, if such bidders are available. However, tender for certain oil & gas services can normally be split, in such cases, splitting shall be allowed and specified in tender document. Such services shall follow the procedure outlined for goods as described in para 5.1.3. The procuring company should clearly specify in the tender document whether the tender shall be split or not.

- 5.1.5 For para 5.1.3 and 5.1.4 above, only those LC manufacturers/ service providers whose bids are within the margin of purchase preference would be allowed an opportunity to match L1 bid.
- 5.1.6 The tender conditions would ensure that local content in oil & gas products is encouraged. However, the procuring company may incorporate such stipulations as may be considered necessary to satisfy themselves of the production capability and product quality of the manufacturer.
- 5.1.7 The procedure for award under the policy is at **Enclosure-I**.

## **6. Determination of LC**

### **6.1 LC of goods**

- 6.1.1 LC of goods shall be computed on the basis of the cost of domestic components in goods, compared to the whole cost of product.
- 6.1.2 The criteria for determination of the local content cost in the goods shall be as follows:
- a) in the case of direct component (material), based on country of origin;
  - b) in the case of manpower, based on INR component.
- 6.1.3 The calculation of LC of the combination of several kinds of goods shall be based on the ratio of the sum of the multiplication of LC of each of the goods with the acquisition price of each goods to the acquisition price of the combination of goods.

### **6.2 LC of service**

- 6.2.1 LC of Service shall be calculated on the basis of the ratio of service cost of domestic component in service to the total cost of service.
- 6.2.2 The total cost of service shall be constituted of the cost spent for rendering of service, covering:
- a) cost of component (material) which is used;
  - b) manpower and consultant cost; cost of working equipment/ facility; and
  - c) general service cost.

6.2.3 The criteria for determination of cost of local content in the service shall be as follows:

- a) in the case of material being used to help the provision of service, based on country of origin;
- b) in the case of manpower and consultant based on INR component of the services contract;
- c) in the case of working equipment/facility, based on country of origin; and
- d) in the case of general service cost, based on the criteria as mentioned in clauses a, b, and c above.
- e) Indian flag vessels in operation as on date.

### **6.3 LC of the EPC Contracts:**

6.3.1 LC of EPC contracts shall be the ratio of the whole cost of domestic components in the combination of goods and services to the whole combined cost of goods and services.

6.3.2 The whole combined cost of goods and services shall be the cost spent to produce the combination of goods and services, which is incurred on work site. LC of the combination of goods and services shall be counted in every activity of the combination work of goods and services.

6.3.3 The spent cost as mentioned in paragraph 6.3.2 shall include production cost in the calculation of LC of goods as mentioned in clause 6.1.1 and service cost in the calculation of LC of services as mentioned in clause 6.2.2.

### **6.4 Calculation of LC and Reporting**

LC shall be calculated on the basis of verifiable data. In the case of data used in the calculation of LC being not verifiable, the value of LC of the said component shall be treated as nil.

## **7 Certification and Verification**

7.1 Class I/Class II Local suppliers are eligible to bid only if they meet the local content norms, therefore whether or not they want to avail PP-LC benefit, it will still be mandatory for them to give adequate documentation as follows to establish their status as class-I or class-II local supplier:

7.1.2 At bidding stage:

- a) Price Break-up:
  - The bidder shall provide the percentage of local content in the bid.

b)

- The bidder shall submit an undertaking from the authorised signatory of bidder having the power of Attorney alongwith the bid stating the bidder meets the mandatory minimum LC requirement and such undertaking shall become a part of the contract.
- In cases of procurement for a value in excess of Rs 10 crores, the undertaking submitted by the bidder shall be supported by a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practising chartered accountant (in respect of other than companies) giving the percentage of local content.
- However, in case of foreign bidder, certificate from the statutory auditor or cost auditor of their own office or subsidiary in India giving the percentage of local content is also acceptable. In case office or subsidiary in India does not exist or Indian office/ subsidiary is not required to appoint statutory auditor or cost auditor, certificate from practising cost accountant or practising chartered accountant giving the percentage of local content is also acceptable.

7.1.3 After Contract Award:

- The bidder shall submit an undertaking from the authorised signatory of bidder having the power of Attorney alongwith the bid stating the bidder meets the mandatory minimum LC requirement and such undertaking shall become a part of the contract.
- In cases of procurement for a value in excess of Rs 10 crores, the undertaking submitted by the bidder shall be supported by a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practising chartered accountant (in respect of other than companies) giving the percentage of local content.
- However, in case of foreign bidder, certificate from the statutory auditor or cost auditor of their own office or subsidiary in India giving the percentage of local content is also acceptable. In case office or subsidiary in India does not exist or Indian office/ subsidiary is not required to appoint statutory auditor or cost auditor, certificate from practising cost accountant or practising chartered accountant giving the percentage of local content is also acceptable.

- 7.2 Each supplier shall provide the necessary local-content documentation to the statutory auditor, which shall review and determine that local content requirements have been met, and issue a local content certificate to that effect on behalf of procuring company, stating the percentage of local content in the good or service measured. The Auditor shall keep all necessary information obtained from suppliers for measurement of Local Content confidential.
- 7.3 The Local Content certificate shall be submitted along with each invoice raised. However, the % of local content may vary with each invoice while maintaining the overall % of local content for the total work/purchase of the pro-rata local content requirement. In case, it is not satisfied cumulatively in the invoices raised up to that stage, the supplier shall indicate how the local content requirement would be met in the subsequent stages.
- 7.4 As regards cases where currency quoted by the bidder is other than Indian Rupee, exchange rate prevailing on the date of notice inviting tender (NIT) shall be considered for the calculation of Local Content.
- 7.5 The Procuring Company shall also have the authority to audit as well as witness production processes to certify the achievement of the requisite local content.

## **8 Governance and Supervision**

- 8.1 A Steering Committee will be constituted by MoPNG to provide effective guidance and to oversee the effective implementation of the Policy including review and amendments required therein. The Steering Committee may consider representations on target Local Content in goods, services and EPC and modify the policy accordingly.
- 8.2 The Steering Committee shall annually conduct a review of the policy implementation which shall specifically cover the issue of whether there has been adequate competition, and whether the policy has resulted in any reduction in competition/ exclusion of non-local bidders or any cost increase to the purchasing PSU, particularly in respect of services & works contracts.

## **9 Sanctions**

- 9.1 The Procuring companies shall impose sanction on manufacturers/ service providers not fulfilling LC of goods/ services in accordance with the value mentioned in certificate of LC.

- 9.2 The sanctions may be in the form of written warning, financial penalty and blacklisting.
- 9.3 In the event that a manufacturer or supplier of goods and/or provider of services does not fulfil his obligation after the expiration of the period specified in such warning, the procuring company can initiate action for blacklisting such manufacturer/supplier/service provider.
- 9.4 A manufacturer and/or supplier of goods and/or provider of services who has been awarded the contract after availing Purchase Preference is found to have violated the LC provision, in the execution of the procurement contract of goods and/or services shall be subject to financial penalty specified in clause 9.4.1.
- 9.4.1 The financial penalty shall be over and above the PBG value prescribed in the contract and shall not be more than an amount equal to 10% of the Contract Price.
10. **Clarification on Goods/ Services:** Any issue regarding the coverage of a particular good/ service under the proposed policy would be referred to the Steering Committee for clarification.
11. **Powers to grant exemption and to reduce minimum local content:** Wherever proper justification exists, Ministry of Petroleum and Natural Gas may by written order, for reasons to be recorded in writing,  
a) Reduce the minimum local content below the prescribed level; or  
b) Reduce the margin of purchase preference below 20%; or  
c) Exempt any particular item or supplying entities from the operation of this Order or any part of the Order.
12. **Time Period:** The Policy shall be applicable for 5 years. Except for 2017-18, the Policy shall not be continued unless, the Steering Committee by September 30th of each year, concludes a review as per para 8.2 of the Policy and recommends continuation of the Purchase Preference.

## **PROCEDURE FOR AWARD OF CONTRACTS**

### **Procedure for award of contracts under this policy shall be as follows:**

1.1. In procurement of all items which are divisible in nature, the 'Class I local supplier' shall get purchase preference over 'Class II local supplier' as well as 'Non Local Supplier' as per following procedure:

- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class I local supplier', the contract for full quantity will be awarded to L1.
- ii. If L1 bid is not a 'Class I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, lowest bidder among the 'Class I Local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class I local suppliers, then such balance quantity may also be ordered on the L1 bidder.

1.2. In the procurement of all items which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.
- ii. If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.
- iii. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.

**UNDERTAKING FOR WORKS INVOLVING POSSIBILITY OF SUB-CONTRACTING**  
**(REF. CLAUSE NO. 7.6 OF THE FORWARDING LETTER)**

We, M/s \_\_\_\_\_, have read the clause regarding restrictions on procurement from a country which shares a land border with India and on sub-contracting to contractors from such-countries, we certify that we are not from such a country/or if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. We hereby certify that we fulfil all requirements in this regard and is eligible to be considered.

Yours faithfully,

For (type name of the firm here)

Signature of Authorized Signatory

Name:

Designation:

Phone No.

Place:

Date:

(Affix Seal of the Organization here, if applicable)

**UNDERTAKING TOWARDS COMPLIANCE OF CLAUSE NO. 7.1 OF THE  
FORWARDING LETTER**

We, M/s \_\_\_\_\_ , have read the clause regarding restrictions on procurement from a country which shares a land border with India, we certify that we are not from such a country/or if from such a country, has been registered with the Competent Authority. We hereby certify that we fulfil all requirements in this regard and is eligible to be considered.

Yours faithfully,

For (type name of the firm here)

Signature of Authorised Signatory

Name:

Designation:

Phone No.

Place:

Date:

(Affix Seal of the Organization here, if applicable)

**COMMERCIAL CHECK LIST****Bidder's Name:** \_\_\_\_\_**TENDER NO. CDG0477P23**

This Questionnaire duly filled in should be returned along with each copy of Un-priced Bid. Clauses confirmed hereunder should not be repeated in the Bid.

<b>Sl. No.</b>	<b>Description</b>	<b>Bidder's Confirmation</b>
1.	Bidding structure	
2	Bidder's name and address:	
3.	It is noted that deviations to Terms & Conditions shall lead to rejection of offer, as specified in the Tender.	
4.	Ensure and confirm that prices quoted in 'Schedule of Rates', are for complete scope of work as defined in the tender	
5.	Indicate SAC Code  Indicate rate of GST applicable.	SAC Code:  GST .....%
6.	EMD Details: Whether Bid Securing Declaration has been submitted.	
7.	Confirm to Submit PBG as per Tender requirement	
8.	Confirm that the offer shall remain valid for acceptance up to hundred and twenty (120)	

	days from final Bid Due Date/Date of opening of bids.	
9.	Whether Mobilization and Completion period of contract is complied?	
10.	Whether Integrity Pact Submitted?	
11.	Confirm the currency of quoted prices:  (The same will be finally converted to Indian Rupees for evaluation).	
12.	Confirm that quoted prices shall remain firm and fixed until completion of the contract.	
13.	Confirm whether you want to avail/claim Purchase Preference. If yes, specify under which category: <b>PP-LC or MSE?</b>	
14.	Confirm that you have submitted all documents as mentioned in the Tender/Annexures	
15.	Confirm whether, the bid documents required towards compliance of Bid Evaluation Criteria have been verified & certified by Independent TPI agencies as mentioned in Clause No. 9.6 of Part-2 (BEC) of the tender document.	
16.	Confirm acceptance to all terms & conditions of the Tender.	
17.	Confirm that all correspondence must be in English Language only.	

18.	Indicate Name & Contact No. (Telephone/Fax/E-mail) of person signing the bid.	Name: Contact No.: Fax: Email:
19.	Confirm that all Bank charges associated with Bidder's Bank shall be borne by Bidder.	
20.	Please indicate the following: (i) PAN No. (ii) GST Regn. No.	

Bidder confirms that in case of conflicting version of various terms & conditions at different places, the confirmation furnished as above shall be considered over-riding and final and any other deviation indicated elsewhere shall be treated as redundant.

Signature \_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_

Office Stamp \_\_\_\_\_

**\*\*End of Tender Document\*\***