

CONTRACTS DEPARTMENT TEL: (91) 374-2800548 E-mail: *contracts@oilindia.in* Website: www.oil-india.com FAX: (91)374-2803549

	FORWARDING LETTER	
M/s		
		

<u>Sub</u>: IFB No. CDG3225P17 for 'Hiring of Directional Drilling Services including Mud Service for 03(Three) Horizontal Wells in the state of Assam and 01(One) Horizontal Well in the state of Rajasthan'.

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 Portal: https://etender.srm.oilindia.in/irj/portal for 'Hiring of Directional Drilling Services including Mud Service for O3(Three) Horizontal Wells in the state of Assam and O1(One) Horizontal Well in the state of Rajasthan'. 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:

(i)	IFB No. /E-Tender No.	:	CDG3225P17
(ii)	Type of Bidding	:	Online - Single Stage-Two Bid System
(iii)	Tender Fee	:	INR 60,000.00 or US \$ 1000.00
(iv)	Period of Sale	:	09.12.2016 to 17.01.2017.
(v)	Bid Closing Date & Time	:	As mentioned in Online E-tender portal
(vi)	Technical Bid Opening Date & Time	:	As mentioned in Online E-tender portal
(vii)	Price Bid Opening Date & Time	:	Will be intimated only to the eligible/qualified Bidders nearer the time.

(viii)	Bid Submission Mode	:	Bids must be uploaded online in OIL's E-procurement portal
(ix)	Bid Opening Place	i	Office of DGM-Contracts Contract Department, Oil India Limited, Duliajan -786602, Assam, India.
(x)	Bid Validity	:	120 days from date of Bid Closing
(xi)	Mobilization Time	:	As defined in the tender
(xii)	Bid Security Amount	:	Rs. 43,50,000.00 or US\$ 65,000.00
(xiii)	Bid Security Validity	:	31.08.2017
(xiv)	Original Bid Security to be submitted	i	Office of DGM-CONTRACTS, CONTRACT DEPARTMENT, OIL INDIA LIMITED, DULIAJAN, ASSAM-786 602, INDIA
(xv)	Amount of Performance Security	:	10% of the contract value
(xvi)	Validity of Performance Security	:	Up to 3 months from date of completion of contract
(xvii)	Duration of the Contract	:	O1 (One) year from the date of commencement of contract with provision for extension by 1 (one) year at a mutually agreed rates limited to the rates as incorporated in the contract, terms and conditions at OIL's option.
(xviii)	Quantum of Liquidated Damage for Default in Timely Mobilization	:	Refer clause No. 17.0 of General Conditions of Contract
(xix)	Integrity Pact	:	Must be digitally signed & uploaded along with the Techno-commercial Bid.
(xx)	Bids to be addressed to	:	DGM-Contracts, Contract Department, Oil India Limited, Duliajan-786602, Assam, India.
(xxi)	Pre-Bid conference	:	20.12.2016 & 21.12.2016 at Duliajan, Assam. Office of Drilling Department, Oil India Limited, Duliajan.
(xxii)	Last Date of receipt of Queries	:	17.12.2016 upto 15:30 Hrs (IST). Queries to be marked as Package – I & Package – II.

3.0 <u>Integrity Pact</u>: 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.

4.0 GUIDELINES FOR PARTICIPATING IN OIL'S E-PROCUREMENT:

- 4.1 To participate in OIL's E-procurement tender, bidders should have a legally valid digital certificate of Class 3 with Organizations Name 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.
- 4.2 Bidders must have a valid User ID to access OIL e-Procurement site for submission of bid. Vendors having User ID & password can purchase bid documents **on-line through OIL's electronic Payment Gateway**. New vendor shall obtain User ID & password through online vendor registration system in e-portal and can purchase bid documents subsequently in the similar manner.
- 4.3 **EXEMPTION OF TENDER FEE:** The Central Govt. Departments and Central Public Sector Undertakings will be exempted from the payment of tender fee. Parties registered with DGS&D, having valid certificates will be exempted from payment of tender fee.
- 4.4 Parties, who do not have a User ID, can click on **Guest** login button in the E-portal to view and download the tender. **The detailed guidelines are available in OIL's e-procurement site (Help Documentation).** For any clarification in this regard, bidders may contact E-Tender Support Cell at Duliajan at erp_mm@oilindia.in, Ph.: 0374- 2807178/4903.

5.0 **PRE-BID CONFERENCE**:

- 5.1 A Pre-Bid Conference is planned to be held on 20.12.2016 & 21.12.2016 at Duliajan, Assam to explain the requirements of Company in details to the interested prospective Bidders and to understand bidders' perspective including exchange of views/clarifications, if any, on the Scope of Work, Bid Rejection/Bid Evaluation Criteria and other terms & conditions of the Tender. The parties who purchase the bid documents shall be allowed to participate in the Pre-Bid conference. For details of the venue, bidders may contact DGM-Contracts, Oil India Ltd., P.O. Duliajan-786602, Phone: 91374-2808662/2800548,Fax#(91)374-2803549,E-mail: contracts@oilindia.in.
- 5.2 Maximum two (2) representatives from each prospective Bidder, who purchased the tender document, shall be allowed to participate in the pre-bid conference. All costs associated to attend the pre-bid conference by their representatives shall be borne by the interested Bidders.
- 5.3 The prospective bidders shall submit their queries/clarifications against the tender through E-mail / Fax /Courier addressed to DGM-Contracts, Oil India Ltd., Duliajan-786602, Assam and such queries must reach OIL's office at Duliajan latest by 17.12.2016 upto 15:30 Hrs. IST. OIL shall provide clarifications to only those queries received within this date. Queries/ Clarifications against the tender received beyond 17.12.2016 will not be entertained and replied. OIL will not be responsible for non-receipt or late receipt of any bidder's query in OIL's office
- 5.4 However, clarifications/exceptions/deviations, if required any, should be brought out by the bidder prior to or during the Pre-Bid Conference only. After processing these suggestions, as a sequel to the pre-bid conference, Company may communicate the changes in this regard, if agreed any, through an addendum to tender document to the prospective bidders who purchased the tender document. Company will not accept any exception/deviation to tender conditions/specifications once the same are frozen after the pre-bid conference and the non-compliant bid (s) shall be rejected outright against this tender.

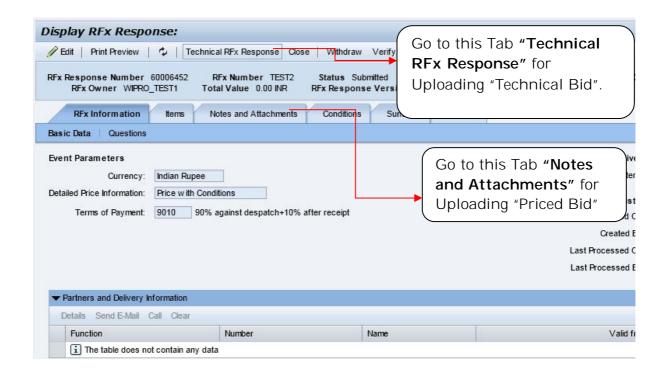
6.0 **IMPORTANT NOTES**:

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

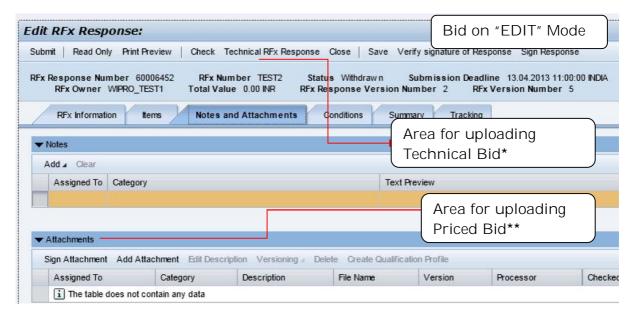
- The bid along with all supporting documents must be submitted through OIL's E-procurement site only except the following documents which shall be submitted manually by the bidder in a sealed envelope superscribed with OIL's IFB No., Bid Closing date and marked as "Original Bid Security" and addressed to DGM-Contracts, Contracts Department, Oil India Limited, Duliajan-786602, Assam (India):
 - a) Original Bid Security
 - b) Printed catalogue and Literature, if called for in the tender.
 - c) Power of Attorney for signing the bid.
 - d) Any other document required to be submitted in original as per tender requirement.

The above documents including the Original bid security, must be received at OIL's DGM-Contract's office at Duliajan on or before 12.45 Hrs (IST) on the technical bid closing date. A scanned copy of the Bid Security shall also be uploaded by the bidder along with their Technical Bid in OIL's E-procurement site.

- ii) 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 DGM-Contracts in presence of the authorized representatives of the bidders.
- iii) If the digital signature used for signing is not of "Class -3" with Organizations name, the bid will be rejected.
- iv) 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 under "Technical RFx Response" Tab only. Bidders to note that no price details should be uploaded in "Technical RFx Response" Tab Page. Details of prices as per Price Bid format/Priced bid can be uploaded as Attachment just below the "Tendering Text" in the attachment option 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 mentioned in Commercial Evaluation Criteria.)



On "EDIT" Mode- The following screen will appear. Bidders are advised to upload "Technical Bid" and "Priced Bid" in the places as indicated above:



Note:

- * 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, first click on Sign Attachment, a browser window will open, select the file from the PC and click on "Sign" to sign the file. On Signing a new file with extension .SSIG will be created. Close that window. Next click on Add Atachment, a browser window will open, select the .SSIG signed file from the PC and name the file under Description, Assigned to General Data and click on OK to

upload the File. Please click on Save Button of the Response to Save the uploaded files.

To submit the response, on EDIT mode, first Sign the response by Pressing the Sign Response button. Once Signing is successful, Submit the response.



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

Thanking you, Yours faithfully, OIL INDIA LIMITED

(T. JALAL)
Dy. MANAGER CONTRACTS
For DGM-CONTRACTS
For, RESIDENT CHIEF EXECUTIVE

<u>PART - 1</u> INSTRUCTIONS TO BIDDERS

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

A. BID DOCUMENTS

- 2.0 The services required, bidding procedures and contract terms are prescribed in the Bid Document. This Bid Document includes the following:
 - (a) A Forwarding Letter highlighting the following points:
 - (i) Company's IFB No. & Type and Tender Fee
 - (ii) Bid closing date and time
 - (iii) Bid opening date and time
 - (iv) Bid submission Mode
 - (v) Bid opening place
 - (vi) Bid validity, Mobilisation time & Duration of contract
 - (vii) The amount of Bid Security with validity
 - (viii) The amount of Performance Guarantee with validity
 - (ix) Quantum of liquidated damages for default in timely mobilization
 - (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)
 - (I) Bid Security Form, (Proforma-E)
 - (m) Performance Security Form, (Proforma-F)
 - (n) Agreement Form, (Proforma-G)
 - (o) Proforma of Letter of Authority, (Proforma-H)
 - (p) Authorisation for Attending Bid Opening, (Proforma-I)
 - (q) Proforma for Parent Company Agreement & Guarantee [Proforma- J, (Attachment-I, II&III)]
 - (r) Integrity Pact, (Annexure-A1)
 - (s) Certificate of Annual Turnover & Net Worth (Annexure -2)
- 2.1 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.

3.0 TRANSFERABILITY OF BID DOCUMENTS:

- 3.1 Bid Documents are non-transferable. Bid can be submitted only in the name of the bidder in whose name the Bid Document has been issued.
- 3.2 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.
- 4.2 The Addendum will be uploaded in OIL's E-Tender Portal in the "Technical RFx Response" under the tab "Amendments to Tender Documents". The Company may, at its discretion, extend the deadline for bid submission, if the Bidders are expected to require additional time in which to take the Addendum into account in preparation of their bid or for any other reason. Bidders are to check from time to time the E-Tender portal ["Technical RFx" under the tab "Amendments"] for any amendments to the bid documents before submission of their bids. No separate intimation shall be sent to the Bidders.

B. PREPARATION OF BIDS

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

5.1 **BIDDER'S/AGENT'S NAME & ADDRESS**:

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.

6.0 DOCUMENTS COMPRISING THE BID:

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

- (i) Complete technical details of the services and equipment specifications with catalogue, etc.
- (ii) Documentary evidence established in accordance with Clause 10.0.
- (iii) Bid Security (scanned) in accordance with Clause 11.0 hereunder. Original Bid Security should be sent as per Clause No. 11.11 below.
- (iv) Copy of Bid-Form without indicating prices in Proforma-C
- (v) Statement of Non-compliance as per Proforma–D
- (vi) Proforma-A: List of items to be imported without the CIF values.
- (vii) Copy of Priced Bid *without indicating prices* (Proforma-B)
- (viii) Integrity Pact digitally signed by OIL's competent personnel as Annexure-A1, attached with the bid document to be digitally signed by the bidder.

(B) PRICED BID

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

- (i) Price-Bid Format as per Proforma-B
- (ii) Bid Form as per Proforma-C
- (iii) Proforma-A showing the items to be imported with the CIF values.

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

7.0 BID FORM:

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

8.0 BID PRICE:

- 8.1 Prices must be quoted by the Bidders online as per the price bid format available in OIL's E- Tender Portal in "Notes & Attachment" Tab. Unit prices must be quoted by the bidders, both in words and in figures.
- 8.2 Prices quoted by the successful bidder must remain firm during its performance of the Contract and is not subject to variation on any account.
- 8.3 All duties (except customs duty) and taxes (excluding Service Tax) 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 accordingly. For example, personal taxes and/or any corporate taxes arising out of the profits on the contract as per rules of the country shall be borne by the bidder.

9.0 CURRENCIES OF BID AND PAYMENT:

- 9.1 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.
- 9.2 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.
- 10.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS: These are listed in BID EVALUATION CRITERIA (BEC), PART-2 of the Bid document.

11.0 BID SECURITY:

- 11.1 The Bid Security is required to protect the Company against the risk of Bidder's conduct, which would warrant forfeiture of the Bid Security, pursuant to subclause 11.9 hereunder.
- 11.2 All the bids must be accompanied by Bid Security in Original for the amount as mentioned in the "Forwarding Letter" or an equivalent amount in other freely convertible currency and shall be in the OIL's prescribed format as Bank Guarantee (BG) enclosed with the NIT vide **Proforma-E** or an irrevocable Letter of Credit (L/C) from any of the following Banks
 - a) 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 bidder, or
 - b) In case of foreign bidder, 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, or

c) 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 or

The Bank Guarantee / LC shall be valid for the time as asked for in the Bid Document. Bank Guarantees issued by Banks in India should be on non-judicial stamp paper of requisite value, as per Indian Stamp Act, purchased in the name of the Banker.

- 11.3 Bidders can submit Bid Security on-line through OIL's electronic Payment Gateway.
- 11.4 Any bid not secured in accordance with **sub-clause 11.2** above shall be rejected by the Company as non-responsive.
- 11.5 The bidders shall extend the validity of the Bid Security suitably, if and when specifically advised by OIL, at the bidder's cost.
- 11.6 Unsuccessful Bidder's Bid Security will be discharged and/or returned within 30 days after finalization of IFB.
- 11.7 Successful Bidder's Bid Security will be discharged and/or returned upon Bidder's furnishing the Performance Security and signing of the contract. Successful bidder will however ensure validity of the Bid Security till such time the Performance Security in conformity with Clause 29.0 below is furnished.
- 11.8 Bid Security shall not accrue any interest during its period of validity or extended validity.
- 11.9 The Bid Security may be forfeited:
 - i) The bidder withdraws the bid within its original/extended validity.
 - ii) The bidder modifies/revise their bid suo-moto.
 - iii) Bidder does not accept the order/contract.
 - iv) Bidder does not furnish Performance Security Deposit within the stipulated time as per tender/order/contract.
 - v) If it is established that the bidder has submitted fraudulent documents or has indulged into corrupt and fraudulent practice, the bid security shall be forfeited after due process in addition to other action against the bidder
- 11.10 In case any bidder withdraws their bid during the period of bid validity, Bid Security will be forfeited and the party shall be debarred for a period of 2(two) years.
- 11.11 The scanned copy of the original Bid Security in the form of either Bank Guarantee or LC or Banker's Cheque or Bank Draft must be uploaded by bidder along with the Technical bid in the "Technical RFx Response" of OIL's E-portal. The original Bid Security shall be submitted by bidder to the office of DGM-Contracts, Oil India Ltd., Duliajan-786602(Assam), India in a sealed envelope which must reach DGM-Contract's office on or before 12.45 Hrs (IST) on the Bid Closing date.
- 11.12 A bid shall be rejected straightway if Original Bid Security is not received within the stipulated date & time mentioned in the Tender and/or if the Bid Security validity is shorter than the validity indicated in Tender and/or if the Bid Security amount is lesser than the amount indicated in the Tender.

11.13 The following is the Bank details of OIL for obtaining Bank Guarantee:

	Bank Details of Beneficiary		
а	Bank Name	STATE BANK OF INDIA	
b	Branch Name	Duliajan	
С	Branch Address	Duliajan, Dist-Dibrugarh	
d	Banker Account No.	10494832599	
е	Type of Account	Current Account	
f	IFSC Code	SBIN0002053	
g	MICR Code	786002302	
h	SWIFT Code	SBININBB479	
i	Contact No.	9435554859	
j	Contact Person Name	Mr.K.L.K. Banik, AGM	
k	Fax No.	0374-2802729	
I	Email Id	sbi.02053@sbi.co.in	

12.0 EXEMPTION FROM SUBMISSION OF BID SECURITY:

12.1 Central Govt. offices and Central Public Sector undertakings are exempted from submitting Bid Security.

13.0 PERIOD OF VALIDITY OF BIDS:

- 13.1 Bids shall remain **valid for 120** days 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.
- 13.2 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. The Bid Security provided under Para 11.0 above shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request will neither be required nor permitted to modify their Bid.

C. <u>SIGNING & SUBMISSION OF BIDS:</u>

14.0 SIGNING OF BID:

14.1 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 Organizations 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 "Organization Name" field other than Bidder's Name are not acceptable. However, aforesaid Digital Signature Certificates having Bidder's Name in the "Organization Name" field are acceptable.

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 shall be submitted by bidder as mentioned in Para 15.1 below.

The authenticity of above digital signature shall be verified through authorized CA after bid opening and 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.

- 14.2 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.
- 14.3 Any person signing the Bid or any other document in respect of this Bidding Document or other relevant documents on behalf of the Bidder without disclosing his authority to do so shall be deemed to have the authority to bind the Bidder. If it is discovered at any time that the person so signing has no authority to do so, the Company (OIL) may, without prejudice to any other right or remedy, cancel his Bid or Contract and hold the Bidder liable to the Company (OIL) for all costs and damages arising from the cancellation of the Bid or Contract including any loss which the Company (OIL) may sustain on account thereof.
- 14.4 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 initialled by the person or persons who has/have digitally signed the Bid.
- 14.5 Any Bid, which is incomplete, ambiguous, or not in compliance with the Bidding process will be rejected.

15.0 SUBMISSION OF BIDS

15.1 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 "Vendor 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 RFx Response" under "Techno-Commercial Bid" Tab Page only. Prices to be quoted as per Proforma-B should be uploaded as Attachment just below the "Tendering"

Text" in the attachment link under "Techno-Commercial Bid" Tab under General Data in the e-portal. No price should be given in the "Technical RFx Response", 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 DGM-Contracts, Oil India Ltd., Duliajan-786602 (Assam) on or before 12.45 Hrs (IST) on the bid closing date indicated in the IFB:

- i) The Original Bid Security
- ii) Power of Attorney for signing of the bid digitally
- iii) Any other document required to be submitted in original as per bid document requirement.
- iv) Printed catalogue and literature if called for in the bid document.

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

- 15.2 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.
- 15.3 Timely delivery of the documents in physical form as stated in Para 15.1 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.
- 15.4 Bids received through the e-procurement portal shall only be accepted. Bids received in any other form shall not be accepted.

16.0 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 their furnish the name and address of Agent/Representative/Retainer/Associate in India and clearly indicate nature to be provided extent of services by such an 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 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.

17.0 DEADLINE FOR SUBMISSION OF BIDS:

- 17.1 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.
- 17.2 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.
- 17.3 The documents in physical form as stated in Para 15.1 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.
- 18.0 <u>LATE BIDS</u>: Bidders are advised in their own interest to ensure that their bids are uploaded in system before the closing date and time of the bid. The documents in physical form mainly the Original Bid Security 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.

19.0 MODIFICATION AND WITHDRAWAL OF BIDS:

- 19.1 The Bidder after submission of Bid may modify or withdraw its Bid prior to Bid Closing Date & Time.
- 19.2 No Bid can be modified or withdrawn subsequent to the deadline for submission of Bids.
- 19.3 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 the Bidder's forfeiture of its Bid Security and bidder shall also be debarred from participation in future tenders of OIL.

20.0 EXTENSION OF BID SUBMISSION DATE:

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

21.0 BID OPENING AND EVALUATION:

21.1 Company will open the Technical Bids, including submission made pursuant to clause 19.0, 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 RFx

- Response" will be opened. Bidders therefore should ensure that technical bid is uploaded in the "Technical RFx Response" Tab Page only in the E-portal.
- 21.2 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.
- 21.3 Bids which have been withdrawn pursuant to clause 19.0 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.
- 21.4 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.
- 21.5 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 vise 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.
- 21.6 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 way 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.
- 21.7 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.
- 21.8 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.

22.0 OPENING OF PRICED BIDS:

22.1 Company will open the Priced Bids of the technically qualified Bidders on a specific date in presence of representatives of the qualified bidders. The technically 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.

- 22.2 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.
- 22.3 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.

23.0 CONVERSION TO SINGLE CURRENCY:

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

24.0 EVALUATION AND COMPARISON OF BIDS:

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

24.1 **DISCOUNTS / REBATES**:

Unconditional discounts/rebates, if any, given in the bid will be considered for evaluation.

24.2 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.

24.3 **LOADING OF FOREIGN EXCHANGE**:

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

24.4 **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.

24.5 **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.

25.0 CONTACTING THE COMPANY:

- 25.1 Except as otherwise provided in **Clause 21.0** 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 **subclause 21.6**.
- 25.2 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.

D. AWARD OF CONTRACT

26.0 AWARD CRITERIA:

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.

27.0 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.

28.0 NOTIFICATION OF AWARD:

- 28.1 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.
- 28.2 The notification of award will constitute the formation of the Contract.
- 28.3 Upon the successful Bidder's furnishing of Performance Security pursuant to Clause 29.0 below, the Company will promptly notify each un-successful Bidder and will discharge their Bid Security, pursuant to Clause 11.0 hereinabove.

29.0 PERFORMANCE SECURITY:

- 29.1 On receipt of notification of award from the Company, the successful Bidder shall furnish to Company the Performance Security for an amount specified in the Forwarding Letter (and Letter of Award (LOA) issued by Company to Contractor awarding the contract) as per **Proforma-F** or in any other format acceptable to the Company and must be in the form of a Demand Draft or Bank Guarantee or irrevocable Letter of Credit (LC) from:
 - a) 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 bidder, or
 - b) In case of foreign bidder, 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.
 - c) 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 Bank, amongst others, must contain the following particulars of such bank:

- a) Full address.
- b) Branch Code.
- c) Code Nos. of the authorized signatory with full name and designation.
- d) Phone Nos., Fax Nos., E-mail address.

The domestic bidders 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.

The foreign bidder 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.

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

- 29.2 The Performance Security specified above must be valid for 3(three) months beyond the contract period. The Performance Security will be discharged by Company not later than 30 days following its expiry. 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.
- 29.3 The Performance Security shall be payable to Company as compensation for any loss resulting from Contractor's failure to fulfil its obligations under the Contract.
- 29.4 The Performance Security will not accrue any interest during its period of validity or extended validity.
- 29.5 Failure of the successful Bidder to comply with the requirements of **clause 29.0 and/or 30.0** shall constitute sufficient grounds for annulment of the award and forfeiture of the Bid Security or Performance Security. In such an eventuality, the party shall be debarred for a period of 2(two) years from the date of default.

30.0 SIGNING OF CONTRACT:

- 30.1 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.
- 30.2 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.
- 30.3 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 Bid Security or 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.

31.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENTS:

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

32.0 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.

33.0 MOBILISATION ADVANCE PAYMENT:

- 33.1 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.
- 33.2 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.
- 33.3 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.

34.0 INTEGRITY PACT:

- 34.1 OIL shall be entering into an Integrity Pact with the Bidders as per format enclosed vide **Annexure-A1** of the Bid Document. The Integrity Pact has been duly signed digitally by OIL's competent signatory and uploaded in the OIL's eportal. 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 Eportal 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.
- 34.2 OIL has appointed Shri Rajiv Mathur, IPS(Retd) and Shri Satyananda Mishra, IAS(Retd.) as Independent Monitors (IEM) for a period of 3(three) years to oversee implementation of Integrity Pact in OIL. Bidders may contact the Independent External Monitors for any matter relating to the IFB at the following addresses:
 - a. Shri Rajiv Mathur, IPS(Retd), Former Director, IB, Govt. of India; E-mail: rajivmathur23@gmail.com
 - b. Shri Satyananda Mishra, IAS(Retd.),Former Chief Information Commissioner of India & Ex-Secretary, DOPT, Govt. of India E-mail: satyanandamishra@hotmail.com

35.0 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.

36.0 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.

PART - 2 BID EVALUATION CRITERIA (BEC)

1.0 VITAL CRITERIA FOR BID ACCEPTANCE:

The bid shall conform generally to the specifications and terms and conditions given in the Bid Documents. Bidders are advised not to take any exception/deviation to the Bid Documents. Exceptions/Deviations, if any, should be brought out during the **Pre-Bid Conference** as scheduled against this Tender. After processing such suggestions, Company may communicate the changes, if any, through an addendum to the tender document in this regard to the prospective bidders who purchased the tender document. Still, if any exceptions/deviations are maintained in the bid, such conditional/nonconforming bids shall not be considered, but shall be rejected outright.

1.1 GENERAL CONFORMITY

Bids will be rejected in case the equipment and services offered do not confirm to the required parameters stipulated in the technical specifications. Notwithstanding the general conformity of the bid to the stipulated specifications, the following requirements will have to be particularly met by the bidders without which the same will be considered as non-responsive and rejected.

1.2 Bidders are to mandatorily bid for both Package-I & Package - II. Bidders quoting for individual package shall be summarily rejected.

A. TECHNICAL EVALUATION CRITERIA:

- 1.0 The following minimum criteria should be met by the Bidder failing which their bid/offer will be rejected:
- 1.1 Bidder should be a Directional Drilling and Logging while drilling Service Provider Company engaged in providing Rotary Steerable System (RSS) to E & P Industry since last 07 years to be reckoned from the original bid closing date. Bidder should have also successfully completed atleast 01(One) Contract of minimum 01(One) year duration using RSS using MWD/LWD in last 07(Seven) years as on original bid closing date.
- 1.2 The bidder should have successfully completed minimum 02(Two) numbers of Horizontal wells of minimum 300m drain hole using RSS with MWD/LWD tools. Additionally each well should have a minimum Horizontal displacement of 1500m.
- 2.0 The Bidder shall confirm to provide all of the following services

A. (Package - I):

- One set of Rotary Steerable Systems and/or SDMM + Directional Gamma tools + Jar + jar intensifier + LWD (resistivity) + APWD tool for 8½" hole section. However, Neutron, azimuthal Density with imaging and caliper (call out).
- One set of Rotary Steerable Systems + Directional Gamma tools + Jar + jar intensifier + LWD (resistivity) + APWD + Neutron, azimuthal Density with imaging & calliper + Bed Boundary image tool for 6" hole section.
- Mud Services.
- Centrifuge Services.

- 7" & 4½" liner service.
- Supply of completion consumables.

<u>Note:</u> In case the bidder does not have all the services of their own, they can have pre tender tie-up only for the Jar/Liner Services/Well completion consumables/Mud Engineering/Centrifuge Services. However, the prime bidder has to have the other services of their own.

B. (Package-II)

The bidders shall quote for full scope of work. Bidder has to provide the following services as a package and confirm the same:

- i) Well Design.
- ii) SDMM Services.
- iii) MWD -LWD and Services with resistivity at the bit.
- iv) Rotary Steerable System with Resistivity at the bit
- v) Mud Engineering Services and Chemicals.
- vi) Liner Hanger Services.
- vii) Centrifuge services.
- viii) Whip stock Services (on call out basis).

Note: In case, the bidder does not have all the services of their own, they can have pre tender tie-up for the services mentioned in Clause No. 2.0 B above under serial Nos. (v) to (viii), provided that the prime bidder has the services mentioned in clause No. 2.0 B under serial nos. (i), (ii), (iii) & (iv) of their own.

- 2.1 In case of pre-tender tie-up, the bidder should execute a legally enforceable MOU/ Agreement valid for entire duration of the contract including extension, if any. Copies of the pre tender tie-up for each third party service mentioned under clause 2.0 A & B Note above, should be furnished along with the Technical Bid clearly referring to OIL's tender document number & indicating the scope of work for technical partner of the bidder. Notwithstanding the MOU, bidder shall clearly undertake the single point responsibility of completing the project as offered by the bidder.
- 3.0 **Mobilization:** Bidder has to confirm mobilization schedule as under:

3.1 For Package - I

- i) Directional tools & equipment within 60(Sixty) days from date of issue of the mobilization notice. Offers indicating mobilization time more than 60 days from the date of issuance of mobilization notice will be rejected. Separate Manpower mobilization notice of 07 days will be issued nearer the time as per operational requirement.
- ii) Chemicals required for each well will have to be mobilized within 60 days from date of issue of individual Mobilization notice.
- iii) Liner Hanger setting tool & accessories for 7" & 4.½" will have to be mobilized within 60 days from the date of issue of Mobilization notice for each well. Separate Manpower mobilization notice of 07 days will be issued for Liner & Completion Service nearer the time as per operational requirement.
- iv) All Consumable for upper & lower completion will have to be mobilized within 60 days from the date of issue of Mobilization notice by OIL.
- v) In case of call out tools, 30 days mobilization notice will be issued.

3.2 For Package - II

The mobilization schedule will be as under:

- a) All the tools and equipment including mud chemicals for at least one well and all other consumables except 7" liner hanger with thermal packer and accessories ,completion packers for at least one well shall have to be mobilized by the Contractor within 30 days from the date of issuance of LOA.
- b) Remaining 7" liner hanger with packer and accessories with for at least one well shall be mobilized within 30 days of issuance of LOA or within 30 days from completion of mobilization of tool/equipment/consumable as described in "a" above.
- c) All consumables including chemicals for remaining wells shall have to be mobilized in a manner that these are available at site for at least one well at a time including the well under drilling.
- d) In case of call out service, 30 days mobilization notice will be issued.
- 4.0 Bidder must submit necessary documentary evidences as noted below in support of the technical experience under the clauses A.1.1 and A.1.2 above:
 - (a) Documentary evidence(s) in the form of relevant pages of the contract(s) executed showing detailed address(es) of client(s), scope of work and work order(s) along with completion certificate(s)/payment certificate(s) issued by the client(s) or any other document(s) which substantiate the 07 (Seven) years experience and also details of documents for 01(One) completed Contract of drilling Directional Wells using RSS along with MWD/LWD. The same should also be submitted as per Annexure-CC.
 - (b) Documentary evidence(s) in the form of work order(s) / end of well report(s)/well completion report(s)/directional survey reports / completion certificate(s) or any other document(s) in support of the successful completion of the O2 (Two) nos. of Horizontal Wells shall have to be submitted in support of the Technical experience criteria (A.1.2). The same should also be submitted as per Annexure-DD.
- NOTE: 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. OIL will not be responsible for Client(s) not conforming or not replying to OIL's request for information. If OIL does not get an affirmative response within the stipulated time then such Bidder's technical bid will be considered as non responsive. 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.
- 5.0 A job executed by a bidder for its own organization / subsidiary will not be considered as experience for the purpose of meeting BEC.

6.0 <u>Experience of Bidder's Personnel</u>:[For Package II]

6.1 The bidder should be required to depute competent personnel having experience in designing, drilling and completion of at least three (3) Nos. of horizontal wells during the last seven (7) years as on the original bid closing date of the tender.

The bidder shall submit the bio-data of personnel proposed to be deployed for associated services mentioned under serial nos. (iv) to (vi) in clause 2.0 B above. The bidder should depute competent personnel having minimum 3 years experience in the respective fields.

7.0 Bids from 100% subsidiary:

Bids of those bidders, who themselves do not meet the experience criteria as stipulated in the tender, can also be considered provided the bidder is a 100% subsidiary company of the parent company which itself meets the experience criteria. In such case, as the subsidiary company is dependent upon the experience of the parent company with a view to ensure commitment and involvement of the parent company for successful execution of the contract, the participating bidder should enclose an agreement (as per format enclosed) between the parent company and the subsidiary company and Corporate Guarantee (as per format enclosed) from the parent company to OIL for fulfilling the obligation under the contract, alongwith the technical bid.

- 7.1 Eligibility criteria in case Bid is submitted on the basis of the Technical Experience of Sister Subsidiary/Co-Subsidiary Company: Offers of those bidders who themselves do not meet the technical experience criteria stipulated above can also be considered based on the experience of their Sister Subsidiary/Co-Subsidiary company within the ultimate parent/holding company subject to meeting the following conditions:
 - (a) Provided that the sister subsidiary/co-subsidiary company and the bidding company are both 100% subsidiaries of an ultimate parent/holding company either directly or through intermediate 100% subsidiaries of the ultimate parent/holding company or through any other 100% subsidiary company within the ultimate parent/holding company. Documentary evidence to this effect to be submitted by the ultimate parent/holding company along with the technical bid.
 - (b) Provided that the sister subsidiary/co-subsidiary company on its own meets the technical experience criteria laid down in above and not through any other arrangement like technical collaboration etc.
 - (c) Provided that with a view to ensure commitment and involvement of the ultimate parent/holding company for successful execution of the contract, the participating bidder must submit an agreement, as per format furnished vide Proforma-J, between them, their ultimate parent/holding company, along with the technical bid.

B. FINANCIAL EVALUATION CRITERIA:

- 1.0 The bidder must have annual financial turnover of at least of **Rs.21.00 Crores** or **US\$ 3.12 Million** in any of preceding three (3) financial years as per the Audited Annual Reports.
- 2.0 "Net Worth" of the bidder should be positive for the preceding financial/accounting year. In case, 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 affidavit/undertaking certifying that 'the balance sheet/Financial Statements for the financial year (as the case may be) has actually not been audited so far
- 3.0 a) For proof of Annual Turnover & Net worth any one of the following document must be submitted along with the bid:-

i) 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 ANNEXURE.

OR

- ii) Audited Balance Sheet along with Profit & Loss account. In case of foreign bidders, self-attested/digitally signed printed published accounts are also acceptable.
- b) 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.
- In case the Audited Balance sheet and Profit Loss Account submitted along with the bid are in currencies other than INR or US\$, the bidder shall have to convert the figures in equivalent INR or US\$ 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 or US\$.
- 4.0 In case the bidder is a subsidiary company (should be a 100% subsidiary of the parent/ultimate parent/holding company) who does not meet financial criteria by itself and submits bid based on the financial strength of its parent/ultimate parent/holding company, then following documents need to be submitted along with the technical bid.
 - (i) Audited Balance Sheet and Profit Loss Account of the parent/ ultimate parent/ holding company.
 - (ii) Corporate Guarantee on parent/ultimate parent/holding company's letter head signed by an authorized official undertaking that they would financially support their 100% subsidiary company for executing the project/job in case the same is awarded to them, and
 - (iii) The bidder is a 100% subsidiary company of the parent/ultimate/holding parent company.
 - (iv) Documents proving that Net worth of the parent/ultimate parent company is positive for the accounting year preceding the bid closing date.

C. COMMERCIAL EVALUATION CRITERIA:

- 1.0 Bids are invited under Single Stage Two Bid System i.e. Technical Bid (Un-priced) and Commercial Bid (Priced) separately. Bidders must submit both "Technical" and "Commercial" Bids in electronic form through online OIL's e-Tender portal accordingly within the Bid Closing Date and time stipulated in the e-Tender. The Technical Bid is to be submitted as per Scope of Work & Technical Specifications of the tender and the Commercial Bid as per the **PRICE BID FORMAT**.
- 2.0 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. Bids with adjustable price terms will be rejected
- 3.0 Bids with shorter validity will be rejected as being non-responsive.

- 4.0 Bid Security in Original shall be furnished as a part of the Technical Bid and shall reach OIL's Head-Contract's office at Duliajan on or before 12.45 Hrs (IST) on the bid closing date. A scanned copy of the bid security shall however be uploaded in OIL's E-Procurement portal along with the Technical Bid. The amount of Bid Security shall be as specified in the Forwarding Letter of the Bid Document. Bid without proper & valid Bid Security will be rejected.
- 5.0 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.
- 6.0 Physical Bids, if any received from the bidders, shall not be considered and will be rejected.
- 7.0 Bids submitted after the Bid Closing Date and Time will be rejected.
- 8.0 Bids received through the e-procurement portal shall only be accepted. Bids received in any other form shall not be accepted.
- 9.0 The 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.
- 10.0 Bids documents shall be typed or written in indelible ink and shall be digitally signed by the bidder or his authorised representative.
- 11.0 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 initialled by the person or persons who has/have digitally signed the Bid.
- 12.0 Any Bid containing false statement will be rejected.
- 13.0 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.
- 14.0 Bidders shall quote directly and not through their Agent/ Representative/Retainer/Associate in India. Bids submitted by Indian Agent/ Representative/Retainer/Associate on behalf of their foreign principals will not be considered and will be rejected straightway. One Indian Agent/Representative/Retainer/Associate cannot represent more than one foreign principal.
- 15.0 Bidder must accept and comply with the following clauses as given in the Bid Document in toto failing which bid will be rejected
 - i) Performance Guarantee Clause
 - ii) Force Maieure Clause
 - iii) Tax Liabilities Clause
 - iv) Arbitration Clause
 - v) Acceptance of Jurisdiction and Applicable Law
 - vi) Liquidated damage and penalty clause
 - vii) Safety, Environment & Labour Law
 - viii) Termination Clause
 - ix) Integrity Pact

16.0 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.

D. BID EVALUATION CRITERIA:

The bids conforming to the technical specifications, terms and conditions stipulated in the bidding document and considered to be responsive after subjecting to Bid Rejection Criteria will be considered for further evaluation as per the Bid Evaluation Criteria given below:

- 1.0 If there is any discrepancy between the unit price and the total price, the unit price will prevail and the total price shall be corrected. Similarly, if there is any discrepancy between words and figure, the amounts in words shall prevail and will be adopted for evaluation.
- 2.0 For conversion of foreign currency into Indian currency for evaluation of Bids, B.C. selling (Market) rate declared by State Bank of India, one day prior to the date of priced bid opening shall be considered. However, if the time lag between the opening of the bids and final decision exceeds 3(three) months, then B.C. Selling(Market) rate of exchange declared by SBI on the date prior to the date of final decision shall be adopted for conversion and evaluation.
- 3.0 The bidders must quote their charges/rates in the manner as called for vide "Schedule of Rates" under Section IV and the summarized "Price Bid Format".
- 4.0 The quantities shown against each item in the "Price Bid Format" shall be considered for the purpose of Price 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.

5.0 A Bidders to note the following: (PACKAGE - I)

- i) Mobilization charges shall not exceed 1% of the total quoted value in the Price Bid format except Consumables (G). However, Mobilization charges if quoted in excess of 1% total quoted value, the excess amount shall be with held from the first invoice and shall be paid at the end of the contract.
- ii) De-Mobilization charges should not be less than 1% of the total quoted value in the Price Bid format except Consumables (G). If De-mobilization is quoted in deficit or less than 1% of total quoted value, the deficit amount shall be withheld from the first invoice and the same will be paid at the end of the contract alongwith Demobilization charges.
- iii) Interim Mobilization charges should not exceed 50 % of the quoted unit Mobilization charge for the respective item in the Price Bid format. However, Interim Mobilization charges if quoted in excess, the excess amount shall be withheld from the invoice and shall be paid at the end of the contract.
- iv) Interim De-mobilization charges should not exceed 50 % of the quoted unit De-Mobilization charge for the respective item in the Price Bid format. However, Interim Mobilization charges if quoted in excess, the

- excess amount shall be withheld from the invoice and shall be paid at the end of the contract
- v) Standby charges of each tools/ equipment shall not exceed 50% of the quoted operating Unit rate for the respective tools/ equipment in the Price Bid.

5.0 B Bidders to note the following: (PACKAGE - II)

- Total quote for item A shall not be more than 5% of the evaluated contract value of the main items (excluding optional items). However, if quoted in excess of 5% of the firm service, the excess amount shall be withheld from the first invoice and shall be paid at the end of the contract.
- ii) Mobilization charges B shall not exceed 5 % of the evaluated contract value of the main items (excluding optional items). However, Mobilization charges if quoted in excess, the excess amount shall be withheld from the first invoice and shall be paid at the end of the contract.
- iii) De-Mobilization charges C should not be less than 2% of the total estimated contract value. However, if De-Mobilization charges quoted in deficit or less than 2%, the deficit amount shall be withheld from the first invoice and shall be paid at the end of the contract.
- 6.0 To ascertain the inter-se-ranking, the comparison of the responsive bids will be made subject to loading for any deviation. Commercial Bids shall be evaluated taking into account the rates quoted in the PRICE BID FORMAT as per Proforma B (PACKAGE I & II). Bidders will be commercially evaluated for both the packages in totality as under (X):

TOTAL ESTIMATED CONTRACT VALUE INCLUDING ALL TAXES & DUTIES BUT EXCLUDING SERVICE TAX & CUSTOMS WHICH ARE EXTRA TO OIL FOR PACKAGE I & II.

$$(X) = [H] + [T]$$

 $[H] = A + B + C + D + E + F + G$
Where,

Н	Total contract cost for 03(Three) wells
Α	Total mobilization Charge for Tools, Equipment including
	Manpower.
В	Total De- mobilization Charge for Tools, Equipment including
	Manpower
С	Total Interim Mobilization Charge for Tools, Equipment
	including Manpower
D	Total Interim De-Mobilization Charge for Tools, Equipment
	including Manpower
E	Total operating Charge for Tools, Equipment including
	Manpower
F	Total Standby Charge for Tools, Equipment including
	Manpower
G	Total Cost of Consumables for 03(Three) Wells

(i) The items mentioned in above clause are to be read in conjunction with Schedule of Rates in Section IV.

(ii) The quantities mentioned against each item in Schedule of Rate / price Bid Format are for evaluation purposes only, payment will be made at actual consumption.

[T] = A + B + C + D + E + F + G + H + I + J + K + L + M + NWhere,

Α	Data Gathering, Study, Well Design, Rig Inspection,
	Preparation & Submission Of Report
В	Total mobilization Charge for Tools & Equipment excluding
	Manpower.
С	Total De- mobilization Charge for Tools, Equipment excluding
	Manpower
D	Total Interim Re-Mobilization Charge for Tools, Equipment
=[D1+D2]	excluding Manpower
	Total Interim De-Mobilization Charge for Tools, Equipment
	including Manpower
E	Total operating Charge for Tools, Equipment excluding
	Manpower
F	Total Rental Charge for Tools, Equipment excluding Manpower
G	Total mobilization Charge for Personnel
Н	Total Travelling Charges Of Personnel For Call-Out Services
1	Total Operational Charges Of Personnel
J	Total Stand-By Charges Of Personnel
K	Total Interim De-Mobilization Of Personnel
L	Total Interim Re-Mobilization Of Personnel
M	Total Consumables To Be Bought Out By OIL (Prices To Be
	Quoted F.O.R Baghewala, Rajasthan
N	Total Cost Of Optional Items

E. GENERAL:

- 1.0 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.
- 2.0 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.
- 3.0 If any of the clauses in the BEC contradict with other clauses of the Bid Document elsewhere, then the clauses in the BEC shall prevail.
- 4.0 **CUSTOMS DUTY**: The Tools and the Services under this Contract shall be carried out for petroleum operation under nominated blocks or NELP/other eligible blocks and therefore, Customs Duty is not payable as per the policy of the Govt. of India. Bidders should take note of the same while quoting. No customs duty is therefore considered for evaluation.

END OF BEC &&&&

Part-3 SECTION-I GENERAL CONDITIONS OF CONTRACT

1.0 **DEFINITIONS**:

- 1.1 In the contract, the following terms shall be interpreted as indicated:
- (a) "The Contract" means agreement entered into between Company and Contractor, as recorded in the contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein:
- (b) "The Contract Price" means the price payable to Contractor under the contract for the full and proper performance of its contractual obligations;
- (c) "The Work" means each and every activity required for the successful performance of the services described in Section II, the Terms of Reference.
- (d) "Company" or "OIL" means Oil India Limited;
- (e) "Contractor" means the Contractor performing the work under this Contract.
- (f) "Contractor's Personnel" means the personnel to be provided by the Contractor to provide services as per the contract.
- (g) "Company's Personnel" means the personnel to be provided by OIL or OIL's Contractor (other than the Contractor executing the Contract). The Company representatives of OIL are also included in the Company's personnel.
- (h) "Gross Negligence" means any act or failure to act (whether sole, joint or concurrent) by a person or entity which was intended to cause, or which was in reckless disregard of or wanton indifference to, avoidable and harmful consequences such person or entity knew, or should have known, would result from such act or failure to act. Notwithstanding the foregoing, Gross negligence shall not include any action taken in good faith for the safeguard of life or property.
- (i) "Wilful Misconduct" means 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.
- 2.0 <u>EFFECTIVE DATE, MOBILISATION TIME/DE-MOBILIZATION TIME, DATE OF COMMENCEMENT OF THE CONTRACT AND DURATION OF CONTRACT:</u>
- 2.1 **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.
- 2.2 MOBILIZATION / DE-MOBILIZATION/INTERIM RE-MOBILIZATION OF THE CONTRACT (PACKAGE I):

The mobilization schedule for the contract will be as under:

- Directional tools & equipment within 60(Sixty) days from date of issue of the mobilization notice. Offers indicating mobilization time more than 60 days from the date of issuance of mobilization notice will be rejected. Separate Manpower mobilization notice of 07 days will be issued nearer the time as per operational requirement.
- ii) Chemicals required for each well will have to be mobilized within 60 days from date of issue of individual Mobilization notice.
- iii) Liner Hanger setting tool & accessories for 7" & 4.½" will have to be mobilized within 60 days from the date of issue of Mobilization notice for each well. Separate Manpower mobilization notice of 07 days will be issued for Liner & Completion Service nearer the time as per operational requirement.
- iv) All Consumable for upper & lower completion will have to be mobilized within 60 days from the date of issue of Mobilization notice by OIL.
- v) In case of call out tools, 30 days mobilization notice will be issued.
- vi) Interim de-mobilization of Tools, Equipment and Personnel as per the scope of work shall have to be de-mobilized on interim basis by the Contractor within 24 Hrs from the date of issuance of interim demobilization notice.
- vii) Interim de-mobilization: Tools, Equipment and Personnel as per the scope of work as indicated by OIL shall have to be de-mobilized on interim basis by the Contractor after completion in a particular well on receiving Company's notification within 24 hours.
- viii) Interim re-mobilization: Tools, Equipment and Personnel as per the scope of work as indicated by OIL shall have to be re-mobilized on interim basis by the Contractor within 30(Thirty) days from the date of issuance of interim re-mobilization notice.
- ix) Final de-mobilization: Tools, Equipment and Personnel as per the scope of work against the hole section(s) and number of set(s) as indicated by OIL shall have to be de-mobilized by the Contractor within 21 (Twenty) days from the date of issuance of final de-mobilization letter. However, no charges will be payable from the date of issue of the final de-mobilization notice.

NOTE: The succeeding day of issue of mobilization notice shall be counted as day 1 for the purpose of Mobilization period.

2.2.1 MOBILIZATION / DE-MOBILIZATION/INTERIM RE-MOBILIZATION OF THE CONTRACT: (PACKAGE - II)

The mobilization schedule will be as under:

- a) All the tools and equipment including mud chemicals for at least one well and all other consumables except 7" liner hanger with thermal packer and accessories ,completion packers for at least one well shall have to be mobilized by the Contractor within 30 days from the date of issuance of LOA.
- b) Remaining 7" liner hanger with packer and accessories with for at least one well shall be mobilized within 30 days of issuance of LOA or within 30 days from completion of mobilization of tool/equipment/ consumable
- c) All consumables including chemicals for remaining wells shall have to be mobilized in a manner that these are available at site for at least one well at a time including the well under drilling.
- d) In case of call out service, 30 days mobilization notice will be issued.

Contractor's operating personnel shall be required to be mobilized at / demobilized from Jodhpur under OIL's advice. Contractor shall mobilize the personnel within 7 (Seven) days from the date of issuance of the notice by OIL. Contractor shall demobilize the personnel within 24 hour notice from OIL.

- 2.3 **DATE OF COMMENCEMENT OF CONTRACT**: The date on which the mobilization is completed in all respects as stated in the clause 2.2 of the section-I certified by the Company's representative will be treated as date of Commencement of Contract.
 - i) Once the Contractor's Equipment are ready to commence services and have reached the Company's base or the Contractor's base nearest to the Site, Contractor shall issue a Notice of Readiness for Inspection to the Company.
 - ii) Company shall inspect the Contractor's Equipment within 3 (Three) working days' of receipt of the Contractor's Notice of Readiness for Inspection, and confirm completion of mobilization. Company Representatives inspecting the Contractor's Equipment shall notify the Contractor of any deficiency in the equipment, and only on removal of such deficiency, mobilization shall be complete.
- 2.4 **DURATION OF CONTRACT**: The contract shall be valid for a period of 01(One) year from the Date of Commencement of the Contract with an option to extend the contract period for another 1(one) year at the discretion of Company at the at a mutually agreed rates limited to the rates as incorporated in the contract, terms and conditions. OIL keeps its options open for negotiation of rates. However, the duration of the contract gets automatically extended for the time required for completion of the well in progress from the date of expiry of the Contract on the same rates, terms and conditions.
- 3.0 **GENERAL OBLIGATIONS OF CONTRACTOR:** Contractor shall, in accordance with and subject to the terms and conditions of this Contract:
- 3.1 Perform the work described in the Terms of Reference (Section-II) in most economic and cost effective way.
- 3.2 Except as otherwise provided in the Terms of Reference and the special Conditions of the contract, provide all labour as required to perform the work.
- 3.3 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.
- 3.4 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.
- 3.5 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.

- 4.0 **GENERAL OBLIGATIONS OF THE COMPANY**: Company shall, in accordance with and subject to the terms and conditions of this contract:
- 4.1 Pay Contractor in accordance with terms and conditions of the contract. The period of time for which each rate shall be applicable shall be computed from and to the nearest an hour. The rates contained in the Contract shall be based on Contractor's operation being conducted on a seven (7) days week and a twenty-four (24) hours work day. Under the Contract, Contractor will be entitled to the applicable rate defined in Section IV. These rates are payable when the required condition has existed for a full 24 hours period. If the required condition existed for less than 24 hours then payments shall be made on pro-rata basis.
- 4.2 Allow Contractor access, subject to normal security and safety procedures, to all areas as required for orderly performance of the work.
- 4.3 Perform all other obligations required of Company by the terms of this contract.

5.0 PERSONNEL TO BE DEPLOYED BY CONTRACTOR

- 5.1 Contractor warrants that it shall provide competent, qualified and sufficiently experienced personnel to perform the work correctly and efficiently.
- 5.2 The Contractor should ensure that their personnel observe applicable company and statutory safety requirement. 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 10 days from the date of issuance of notice without affecting the operation of the company.
- 5.3 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 & medical attention etc. Company shall have no responsibility or liability in this regard. However, Company shall provide available medical assistance/facilities to Contractor's Personnel in case of emergency at its own establishment on chargeable basis.
- 5.4 Contractor's key personnel shall be fluent in English language (both writing and speaking).

6.0 WARRANTY AND REMEDY OF DEFECTS

- 6.1 Contractor warrants that they shall perform the work in a first class, workmanlike, and professional manner and in accordance with the highest degree of quality, efficiency and current state of the art technology/oil field 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.
- 6.2 Should Company discover at any time during the tenure of the Contract or till completion of demobilization of tools and personnel after issuance of demobilization notice/expiry of contract that the Work does not conform to the foregoing warranty, Contractor shall after receipt of notice from Company, promptly perform any and all corrective 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 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.

7.0 CONFIDENTIALITY, USE OF CONTRACT DOCUMENTS AND INFORMATION:

- 7.1 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 so far, 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:
 - (a) which is 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) which is 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.
- 7.2 Contractor shall not, without Company's prior written consent, make use of any document or information except for purposes of performing the contract.
- 7.3 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.
- 7.4 During this 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 shall 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.
- 7.5 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;

8.0 **TAXES**:

- 8.1 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.
- 8.2 Contractor shall be responsible for payment of personal taxes, if any, for all the personnel deployed in India by Contractor.
- 8.3 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.
- 8.4 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.
- 8.5 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.
- 8.6 Corporate and personnel taxes on Contractor shall be the liability of the Contractor and the Company shall not assume any responsibility on this account.
- 8.7 All local taxes, levies and duties, sales tax, octroi, etc. on purchases and sales made by Contractor (except customs duty) shall be borne by the Contractor.
- 8.8 Service Tax: The price excludes Services Tax and the service tax as applicable shall be to the Company account. The Service tax amount on the taxable part of the services provided by the Contractor shall be paid by the Company as per provisions of the Service Tax Act.

9.0 **INSURANCE**:

- 9.1 The Contractor shall arrange insurance to cover all risks in respect of their personnel, materials and equipment belonging to the Contractor or its subcontractor during the currency of the contract including the third party items/consumables. For materials/equipment belong to the Contractor or its sub-contractor, Contractor may self-insure the same.
- 9.2 Contractor shall at all time during the currency of the contract provide, pay for and maintain the following insurance amongst others:
 - a) Workmen compensation insurance as required by the laws of the country of origin of the employee.
 - b) Employer's Liability Insurance as required by law in the country of origin of employee.

- c) General Public Liability Insurance or Comprehensive General 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.
- d) Contractor's equipment used for execution of the work hereunder shall have an insurance cover with a suitable limit (as per international standards) except when tools / equipment are below Rotary Table or in the well bore or Contractor may self-insure its tools/ equipment.
- e) Automobile Public Liability Insurance covering owned, non-owned and hired automobiles used in the performance of the work hereunder, with bodily injury limits and property damage limits as governed by Indian Insurance regulations.
- f) Public Liability Insurance as required under Public Liability Insurance Act 1991.
- 9.3 Any deductible set forth in any of the above insurance shall be borne by Contractor.
- 9.4 Contractor shall furnish to Company prior to commencement date, certificates of all its insurance policies covering the risks mentioned above.
- 9.5 If any of the above policies expire or are cancelled during the term of this contract and Contractor fails for any reason to renew such policies, then the Company will renew/replace same and charge the cost thereof to Contractor. Should there be a lapse in any insurance required to be carried out by the Contractor for any reason whatsoever, loss/damage claims resulting there from shall be to the sole account of Contractor.
- 9.6 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.
- 9.7 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.
- 9.8 Contractor shall obtain additional insurance or revise the limits of existing insurance as per Company's request in which case additional cost shall be to Contractor's account.

10.0 **CHANGES**:

- 10.1 During the performance of the work, Company may make minor change to take care of any supplementary work within the general scope of this Contract including, but not limited to, changes in methodology, and minor additions to or deletions from the work to be performed. Contractor shall perform the work as changed. Changes of this nature will be affected by written order by the Company.
- 10.2 If any change result in an increase in compensation due to Contractor or in a credit due to Company, Contractor shall submit to Company an estimate of the amount of such compensation or credit in a form prescribed by Company. Such estimates shall be based on the rates shown in the Schedule of Rates (Section IV). Upon review of Contractor's estimate, Contractor shall establish and set forth in the Change Order the amount of the compensation or credit for the

change or a basis for determining a reasonable compensation or credit for the change. If Contractor disagrees with compensation or credit set forth in the Change Order, Contractor shall nevertheless perform the work as changed, and the parties will resolve the dispute in accordance with Clause 13 hereunder. Contractor's performance of the work as changed will not prejudice Contractor's request for additional compensation for work performed under the Change Order.

11.0 **FORCE MAJEURE**:

- 11.1 In the event of either party being rendered unable by `Force Majeure' to perform any obligation required to be performed by them under the contract, the relative obligation of the party affected by such `Force Majeure' will stand suspended as provided herein. The word `Force Majeure' as employed herein shall mean acts of God, war, revolt, agitation, strikes, riot, fire, flood, sabotage, civil commotion, road barricade (but not due to interference of employment problem of the Contractor) and any other cause, whether of kind herein enumerated or otherwise which are not within the control of the party to the contract and which renders performance of the contract by the said party impossible.
- 11.2 Upon occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing within 72 (Seventy Hours) hours of the alleged beginning and ending thereof, giving full particulars and satisfactory evidence in support of its claim.
- 11.3 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 shall apply for the first 10(ten) days. Either party will have the right to terminate the Contract if such `force majeure' conditions continue beyond 10 (ten) days with prior written notice. Should either party decide not to terminate the Contract even under such condition, no payment would apply after expiry of ten (10) days force majeure period.
- 11.4 Force majeure' rate shall apply only on Standby charges for personnel and Rental charge for tools irrespective of the operations carried out.

12.0 **TERMINATION**:

- 12.1 <u>TERMINATION ON EXPIRY OF THE TERMS (DURATION</u>): This contract shall be deemed to have been automatically terminated on the expiry of duration of the contract, thereof.
- 12.2 <u>TERMINATION ON ACCOUNT OF FORCE MAJEURE</u>: Either party shall have the right to terminate this Contract on account of Force Majeure as set forth in Article 11.0 above.
- TERMINATION ON ACCOUNT OF INSOLVENCY: In the event that the Contractor or its collaborator at any time during the term of the Contract, becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt, then the Company shall, by a notice in writing have the right to terminate the Contract and all the Contractor's rights and privileges hereunder, shall stand terminated forthwith.
- 12.4 <u>TERMINATION FOR UNSATISFACTORY PERFORMANCE</u>: If the Company considers that, the performance of the Contractor is unsatisfactory, or not upto

the expected standard, the Company shall notify the Contractor in writing and specify in details the cause of the dissatisfaction. The Company shall have the option to terminate the Contract by giving 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.

- TERMINATION DUE TO CHANGE OF OWNERSHIP & ASSIGNMENT: In case 12.5 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 consent, the Company may at its absolute discretion, terminate this Contract.
- 12.6 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 entirely 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.
- Notwithstanding any provisions herein to the contrary, the Contract may be 12.7 terminated at any time by the company on giving 15 (fifteen) days written notice to the Contractor due to any other reason not covered under the above clause from 12.1 to 12.6 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.
- 12.8 CONSEQUENCES 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.
- 12.9 Upon termination of this Contract, Contractor shall return to Company all of Company's items, which are at the time in Contractor's possession.
- 12.10 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.

13.0 **SETTLEMENT OF DISPUTES AND ARBITRATION**:

13.1

- Arbitration (Applicable for Suppliers/Contractors other than PSU): 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:
 - 1. 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.

2. 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. 5 Crore	Sole Arbitrator	OIL	
Above Rs. 5 Crore	3 Arbitrators	One Arbitrator by each party and the 3 rd Arbitrator, who shall be the presiding Arbitrator, by the two Arbitrators.	

- 3. 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.
- 4. Parties agree that there will be no objection if the Arbitrator appointed holds equity shares of OIL and/or is a retired officer of OIL/any PSU. However, neither party shall appoint its serving employees as arbitrator.
- 5. If any of the Arbitrators so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/arbitrators to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left if both parties consent for the same; otherwise, he shall proceed de novo.
- 6. Parties agree that neither shall be entitled for any pre-reference or pendente-lite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.

7. The arbitral tribunal shall make and publish the award within time stipulated as under:

Amount of Claims and counter	Period for making and publishing of
claims(excluding interest)	the award(counted from the date of
	first meeting of the Arbitrators)
Upto Rs. 5 Crore	Within 8 months
Above Rs. 5 Crore	Within 12 months

The above time limit can be extended by Arbitrator, for reasons to be recorded in writing, with the consent of the other parties.

- 8. 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.
- 9. Each party shall be responsible to make arrangements for the travel and stay etc. of the arbitrator pointed 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, OIL shall make all necessary arrangements for his travel, stay and the expenses incurred shall be shared equally by the parties.

- 10. The Arbitration shall be held at the place from where the contract has been awarded. However, parties to the contract can agree for a different place for the convenience of all concerned.
- The Arbitrator(s) shall give reasoned and speaking award and it shall be 11. final and binding on the parties.
- 12. 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.

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

In the event of any dispute or difference relating to, arising from or connected with the Contract, such dispute or difference shall be referred by either party to the arbitration of one of the Arbitrators in the Department of Public Enterprises, to be nominated by the Secretary to the Government of India, In-Charge of the Bureau of Public Enterprises. The Arbitration and Conciliation Act 1996 shall not be applicable to the Arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Deptt. of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference, the dispute shall be decided by the Law Secretary or the Special Secretary/Additional Secretary, 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.

The venue of all arbitrations under both 13.1 & 13.2 will be Duliajan, Assam. The award made in pursuance thereof shall be binding on the parties.

14.0 **NOTICES**:

14.1 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 b) For technical matters

DGM (Contracts) OIL INDIA LIMITED PO DULIAJAN - 786602 ASSAM, INDIA Fax No. 91-374-2803549 Email: contracts@oilindia.in

General Manager [DS) OIL INDIA LIMITED PO Duliajan - 786602, Assam, India Fax No. 91-374-2804254 Email: drilling@oilindia.in

C)	C	or	ntr	ac	tor

Fax No. :	 	

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

15.0 **SUBCONTRACTING/ASSIGNMENT**:

15.1 Contractor shall not subcontract, transfer or assign the contract, in full 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 approval. However, Contractor shall be fully responsible for complete execution and performance of the services under the Contract.

16.0 MISCELLANEOUS PROVISIONS:

- 16.1 Contractor shall give notices and pay all fees at their own cost required to be given or paid by any National or State Statute, Ordinance, or other Law or any 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.
- 16.2 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.
- 16.3 During the tenure of the Contract, Contractor shall keep the site where the services are being performed reasonably free from all unnecessary obstruction and shall store or dispose of any equipment and surplus materials and clear away and remove from the site any wreckage, rubbish or temporary works no longer required. On the completion of the services, Contractor shall clear away and remove from the site any surplus materials, rubbish or temporary works of every kind and leave the whole of the site clean and in workmanlike condition to the satisfaction of the Company.
- 16.4 Key personnel cannot be changed during the tenure of the Contract except due to sickness/death/resignation of the personnel in which case the replaced person should have equal experience and qualification, which will be again subject to approval, by the Company.

17.0 LIQUIDATED DAMAGES FOR DEFAULT IN TIMELY MOBILISATION:

Time is the essence of this Contract. In the event of the Contractor's default in timely mobilization for commencement of operations within the stipulated period, the Contractor shall be liable to pay liquidated damages @ 0.5 % of the contract value including mobilization cost, per week or part there of delay subject to maximum of 7.5%. Liquidated Damages will be reckoned from the expiry date of the scheduled mobilisation period as defined in Clause No. 2.2, 2.2.1 & 2.2.2 of Section-I.

Note: For interim mobilization, LD will be applicable @ 0.5% of the Contract value, per week or part there of delay subject to maximum of 7.5%.

17.2 If the Contractor fails to mobilise as per the clauses 2.2, 2.2.1 & 2.2.2 of Section-I from the stipulated date of mobilization, then the Company reserves the right to cancel the Contract without any compensation whatsoever.

- 17.3 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/breach on the part of the Contractor and the said amount will be payable without proof of actual loss or damage caused by such delay/breach and without any demur and shall not be open for any dispute whatsoever.
- PERFORMANCE SECURITY: The Contractor has furnished to Company a Bank Guarantee No. _______ dated______ issued by ______ for ______ (being 10% of estimated Contract Price) with validity of 3(three) months beyond the contract period. The performance security shall be payable to Company as compensation for any loss resulting from Contractor's failure to fulfil their obligations under the Contract. In the event of extension of the Contract period, the validity of the bank guarantee shall be suitably extended by the Contractor. The bank guarantee will be discharged by Company not later than 30 days following its expiry.
- 19.0 **ASSOCIATION OF COMPANY'S PERSONNEL**: Company's engineer/chemist will be associated with the work throughout the operations. The Contractor shall execute the work with professional competence and in an efficient and workman like manner and provide Company with a standard of work customarily provided by reputed IP Survey Contractors to major international oil companies in the petroleum industry.
- 20.0 <u>LABOUR</u>: The recruitment of the labour shall be met from the areas of operation and wages will be according to the rates prevalent at the time which can be obtained from the District Authorities of the area. The facilities to be given to the labourers should conform to the provisions of labour laws as per contract Labour (Regulation and Abolition) Act, 1970.

21.0 **LIABILITY**:

- 21.1 Except as otherwise expressly provided, 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. 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.
- 21.2 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.
- 21.3 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.

- 21.4 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.
- 21.5 Except as otherwise expressly provided, 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.
- 21.6 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.
- 21.7 The Company agrees to waive its right of recourse and further agrees to cause its underwriters to waive their right of subrogation against Contractor and/or its underwriters, servants, agents, nominees, assignees, Contractors and subcontractors for loss or damage to the equipment of Company and/or its contractors or sub-contractors when such loss or damage or liabilities arises out of or in connection with the performance of the contract.
- 21.8 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.

22.0 **INDEMNITY AGREEMENT**:

22.1 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 on account of bodily injury or death, or damage to personnel/properly 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.

- 22.2 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 on account of bodily injury or death, or damage to personnel/properly 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.
- 23.0 <u>INDEMNITY APPLICATION</u>: 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.
- 24.0 <u>SET-OFF</u>: 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).
- 25.0 **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:
 - a) For non-completion of jobs assigned as per Section-II.
 - b) Contractor's indebtedness arising out of execution of this Contract.
 - c) Defective work not remedied by Contractor.
 - d) Claims by sub-Contractor of Contractor or others filed or on the basis of reasonable evidence indicating probable filing of such claims against Contractor.
 - e) Failure of Contractor to pay or provide for the payment of salaries/ wages, contributions, unemployment compensation, taxes or enforced savings with-held from wages etc.
 - f) Failure of Contractor to pay the cost of removal of unnecessary debris, materials, tools, or machinery.
 - g) Damage to another Contractor of Company.
 - h) All claims against Contractor for damages and injuries, and/or for non-payment of bills etc.
 - i) Any failure by Contractor to fully reimburse Company under any of the indemnification provisions of this Contract. If, during the progress of the work Contractor shall allow any indebtedness to accrue for which Company, under any circumstances in the opinion of Company may be primarily or contingently liable or ultimately responsible and Contractor shall, within five days after demand is made by Company, fail to pay and discharge such indebtedness, then Company may during the period for which such indebtedness shall remain unpaid, with-hold from the amounts due to Contractor, a sum equal to the amount of such unpaid indebtedness.

Withholding will also be effected on account of the following:-

- Order issued by a Court of Law in India.
- ii) Income-tax deductible at source according to law prevalent from time to time in the country.

- iii) Any obligation of Contractor which by any law prevalent from time to time to be discharged by Company in the event of Contractor's failure to adhere to such laws.
- iv) Any payment due from Contractor in respect of unauthorised imports.

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

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

26.0 **APPLICABLE LAW**:

- 26.1 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 exclusive jurisdiction of Courts situated in Dibrugarh.
- 26.2 The Contractor shall ensure full compliance of various Indian Laws and Statutory Regulations, to the extent applicable, as stated below, but not limited to, in force from time to time and obtain necessary permits/ licenses etc. from appropriate authorities for conducting operations under the Contract:
 - a) The Mines Act 1952- as applicable to safety and employment conditions
 - b) The Minimum Wages Act, 1948
 - c) The Oil Mines Regulations, 1984
 - d) The Workmen's Compensation Act, 1923
 - e) The Payment of Wages Act, 1963
 - f) The Payment of Bonus Act, 1965
 - g) The Contract Labour (Regulation & Abolition) Act, 1970 and the rules framed there under
 - h) The Employees Pension Scheme, 1995
 - i) The Interstate Migrant Workmen Act., 1979 (Regulation of employment and conditions of service)
 - j) The Employees Provident Fund and Miscellaneous Provisions Act, 1952
 - k) The AGST Act, WB & Bihar Tax Act
 - I) Service Tax Act
 - m) Customs & Excise Act & Rules
 - n) Assam, West Bengal and Bihar Entry Tax Act
- PECORDS, REPORTS AND INSPECTION: The Contractor shall, at all times, permit the Company and its authorised 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 IP survey section with major items consumed, which shall be open at all reasonable times for inspection by the Company designated representatives and its authorised employees and representatives. The Contractor shall provide the Company designated representatives with a daily written report, on form prescribed by the Company showing details of operations during the preceding 24 hours and any other information related to the said IP survey 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 survey, or give out to any third person information in connection therewith.

28.0 SUBSEQUENTLY ENACTED LAWS ON TAXES:

- 28.1 In the event of introduction of any new legislation or any change or amendment or enforcement of any Act or Law, rules or regulations of 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, (other than personnel and Corporate taxes), duties, 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.
- 28.2 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.
- 28.3 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.
- 28.4 Notwithstanding the provision contained in clause 28.1 to 28.2 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, Excise Duty and Service Tax in addition to new taxes etc. in respect of sub-contractors, vendors, agents etc. of the CONTRACTOR.
- 28.5 In order to ascertain the net impact of the revisions/enactment of various provisions of taxes / duties, the CONTRACTOR is liable to provide following disclosure to 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 service tax amount.
 - ii. Details of Inputs (material/consumable) used/required for providing service to Company including estimated monthly value of input and excise duty/CVD paid/payable on purchase of inputs.
- 29.0 **ROYALITY AND 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 or drawings forming part thereof.

- 30.0 <u>WAIVER</u>: Any delay in exercising and any omission to exercise any right, power or remedy exercisable by the Company under this contract shall not impair such right, power or remedy nor shall any waiver by the Company of any breach by the Contractor of any provision of this contract prevent the subsequent enforcement of that provision by the Company or be deemed a waiver by the Company of any subsequent breach by the Contractor.
- 31.0 **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.

32.0 PAYMENTS, MANNER OF PAYMENT, RATES OF PAYMENT:

- 32.1 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. Payment to the third party supplier(s) of the items/consumables shall be made after receipt of goods at site at Duliajan duly certified by authorized personnel of the Company. All payments will be made in accordance with the terms hereinafter described.
- 32.2 **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.
- 32.3 Payment of any invoices shall not prejudice the right of company to question the validity of any charges therein, provided company within one year after the date of payment shall make and deliver to contractor written notice of objection to any item or items the validity of which Company questions.
- 32.4 **INVOICES:** Mobilization charges will be invoiced only upon completion of mobilization when the entire equipment, chemicals and personnel are ready at site for starting the job as certified by company representative. Payment of mobilization charges shall be made within 45 days following the date of receipt of undisputed invoices by Company.
- 32.5 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.
- 32.6 Contractor will submit 04 (Four) 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.
- 32.7 Payment of monthly invoices, if undisputed, shall be made within 30 days following the date of receipt of invoice by Company.
- 32.8 Company shall within 30 days of receipt of the invoice notify the contractor

of any item under dispute, specifying the reasons thereof, in which event, payment of the disputed amount may be withheld until settlement of the dispute, but payment shall be made of any undisputed portion on or before the due date. This will not prejudice the company's right to question the validity of the payment at a later date as envisaged in Clause 25.6 above.

- 32.9 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.
- 32.10 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 subcontractor.
 - 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

32.11 Contractor shall maintain complete and correct records of all information on which contractor's invoice are based upto 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.

END OF SECTION - I

Part-3

SECTION - II

TERMS OF REFERENCE / TECHNICAL SPECIFICATIONS:

1.0 INTRODUCTION:

OIL INDIA LIMITED, (OIL), an integrated National E&P Company has been carrying out oil exploration & development activities since early fifties. Also it is engaged in production & transportation of crude oil & natural gas. OIL has major share of its E&P activities in Assam & Arunachal Pradesh besides activities in rest of India.

In order to boost up production level of crude oil, OIL intends to hire the following Services for drilling 03(Three) numbers of Horizontal wells in Assam(Package – I) and Rajasthan (Package – II):

(Package - I)

- One set of Rotary Steerable Systems & SDMM + Directional Gamma tools + Jar + jar intensifier + LWD (resistivity) + APWD tool for 8½" hole section. However, Neutron, azimuthal Density with imaging and caliper (call out)
- One set of Rotary Steerable Systems + Directional Gamma tools + Jar + jar intensifier + LWD (resistivity) + APWD + Neutron, azimuthal Density with imaging & calliper + Bed Boundary image tool for 6" hole section.
- Surface workstation.
- Mud Services
- Centrifuge Services
- 7" & 4½" liner service.
- Supply of completion consumables.

(Package - II)

- Well Design
- SDMM Services
- MWD –LWD and Services with resistivity at the bit.
- Rotary Steerable System with Resistivity at the bit
- Mud Engineering Services and Chemicals
- Liner Hanger Services
- Centrifuge service
- Whip stock Services (on call out basis)

All the above services are meant for PEL / ML areas for directional drilling activity. OIL will provide necessary recommendatory letter for EC for the tools/equipment, spares & consumables during initial & subsequent import of required materials against the contract. However, the total amount will be limited to the CIF value as declared in the bid as per Proforma A

BIDDERs to confirm to provide the services(Package – I / Package –II or both) along with Manpower as per scope of work.

2.0 **AREA OF OPERATION**:

The area of operation planned is predominantly in OIL's operational states of Assam (Package – I) and Rajasthan (Package – II).

3.0 BROAD SCOPE OF WORK: (Package - I)

The Contractor shall provide the services along with all necessary equipment/tools and personnel and carryout directional drilling operations in accordance with the approved directional well plan. The approved well plan may be amended from time to time by reasonable modification as deemed fit by the company. However, the contractor shall be wholly responsible for rendering the services as per scope of work under this contract.

Under the service, the contractor shall have to provide the following services with their tools & equipments:

- 3.1 Collar based MWD / LWD tools (Compatible with RSS) with Positive Mud Pulse Telemetry system shall be provided under this service. The bidder should categorically confirm to this effect.
- 3.2 RSS, SDMM, MWD/LWD & Jar to be deputed under the service should comply with the followings:
 - a) All downhole tools including surface unit must be of recent version. These tools should either be new or incase of refurbished tools the refurbishment should not be more than O6(Six) months old. Bidder must submit relevant documents of the tools in this respect as documentary evidence before mobilization of the tools. Bidders to confirm the same. In case of brand new tools, the same will not be applicable.

In addition to the above, bidders must submit maintenance schedule and certificates against all tools as per bidders policy before mobilization of the tools under the Contract. This will be scrutinized by OIL and bidder to confirm the same.

Note: Part no. /Identification no. must be noted in the maintenance records.

- b) The bidder should provide the technical literature/catalogue for all the offered tools.
- c) The bidder shall provide Calibration certificate of MWD & LWD tool before mobilization showing Inclination, Azimuth, Tool face & Dip angle accuracies as applicable. Calibration certificates for accuracy of Measurement should not be more than 6 months old. Incase of calibration certificates which are of 01 (One) validity, the same will not be applicable. Bidder needs to confirm the same
- d) All tools provided by the Contractor shall be supported with spares and service during the duration of the Contract.
- e) Bidder would provide relevant test certificates for the drilling jar and intensifier. Test certificates has to be provided before mobilization.
- f) All tools/equipment and consumables deployed by the Contractor should meet OIL's specified requirement.
- g) MWD/LWD initially mobilized by the Contractor and any replacement thereof, should be accompanied by Calibration sheets, approved by Contractors QA/QC engineers / TPI. Bidders to confirm the same.

3.3 TOOLS AND EQUIPMENTS: PACKAGE - I

3.3.1 RSS & SDMM with MWD and LWD + Jar for drilling 8 ½" hole size:

i) One set of tools & equipment shall consists of 1 no. of RSS or/and SDMM, one Directional MWD + Gamma + LWD(resistivity) and APWD tool with one numbers of 6 ½" / 6 ¾" drilling jar with intensifier and other directional tubular for drilling 8. ½" hole section (i.e. NMDC, UBHO, Float Sub etc. if required). However, Neutron, azimuthal Density with imaging and caliper will be on call out basis. System should have two way communication system i.e. real time up link and down link facility with mud pulse telemetry. RPM mode for Downlinking would be allowed as a secondary means only. Bidder, however would have to use Mud Pulse Telemetry as a primary means for down liking.

ii) LWD Measurements:

Resistivity and Gamma ray are required for 8½" hole size and should be combinable & compatible with MWD and other LWD equipments. The provision of real time data transmission should exist. Data is also to be recorded in memory mode as well. Data also is to be recorded while pulling out by back reaming / with pump-on. Tools should work with temperature of 120° C or more, Pressure rating: 18000 PSI or more, Tool curvature: 6.5° / 100′ (Rotary) or better.

iii) Resistivity Measurement:

- a) To be recorded in Multiple frequencies and in multiple depth of investigations
- b) Bore-hole compensated phase & attenuation measurement systems with multiple depths of investigation
- c) Resistivity measurement: 0.2 to 2000 Ohm-m
- d) Invasion Profile with curve separation.

iv) Annular Pressure Measurement:

APWD should be Combinable or integrated part of MWD & Induction Resistivity tools. Separate rates are to be quoted in both cases. If integrated with induction tool then for APWD sensors charges should not be built in main tools. Bidder has to mention whether APWD is independent or integrated with resistivity/MWD tool. If integrated with resistivity/MWD, the CIF value of APWD portion only to be quoted in Proforma A.

vi) 8.½" section hole will be drilled by the Contractor with the help of SDMM or/and Rotary steerable system in consultation with OIL. Phase length of the section will be around 2000M (MD) with a total displacement of around 1000m or more at sectional TD.

3.3.2 RSS with MWD and LWD + Jar for drilling 6" hole size

i. One set of tools & equipment shall consists of 1 no. of RSS, one Directional MWD + Gamma + LWD + APWD + bed boundary tool with one number of 4 ¾" drilling jar with intensifier and other directional tubular for drilling 6" hole section (i.e. NMDC, UBHO, Float Sub etc. if required). System should be capable of building, holding and dropping well angle and direction as per approved well plan trajectory. System should have two way communication system i.e. real time up link and down link facility with mud pulse telemetry on continuous basis. RPM mode for Downlinking would be allowed as a secondary means only. Bidder, however would have to use Mud Pulse Telemetry as a primary means for down liking.

Density (four quadrants), neutron porosity with imaging & calliper, and Bed Boundary image tool for 6" Hole will be on call out basis

ii. 6" section hole will be drilled by the Contractor as per approved OIL's well plan with the help of RSS. Phase length of the section will be around 400 M with a total displacement of around 2000m or more at sectional TD.

NOTE:

Bidder has to mobilize 1 (one) no of surface unit under this contract.

- Services of Directional Drillers to operate RSS/SDMM and MWD/LWD Engineers are to be provided for execution of drilling program as per well plan of OIL. Minimum two directional drillers and two MWD/LWD Engineers are required to be provided always during operation.
- Bidders/Contractors to note that Company (OIL) at its discretion shall have the right to de-hire the RSS tool along with its accessories at any point of time during the course of the contract, depending its requirement as decided by Company.
- RSS or SDMM will be put to use for operation from one well to another subject to OIL's requirement. BIDDER has to bring sufficient back up tools for uninterrupted operations so as to ensure un-interrupted directional drilling activity considering logistic constraints in the Northeast. Servicing of tools will be allowed at no workload period.
- Without back up of tools/equipment in working condition, under this condition the moment any tool failure is detected in operation, immediately zero rate will be applicable as defined in clause no. C (vi),(vii) & (vii) under schedule of rates. Additionally, penalty @ 100% of Operating rate of the faulty tool(s) will be levied from the waiting period at surface till the replacement/back up tool(s) is available at site.
- Contractor shall provide RSS, SDMM, Directional tools based on positive mud pulse telemetry with MTBF (Mean-time Between Failure) exceeding 1000 hrs. However, in case of brand new (Un-used) tool proposed to be deployed by the Contractor against this contract, the MTBF certificate is then not relevant.
- 4.0 The contractor is required to comply with following specified requirements:
 - i) To provide all X-over subs required between Contractor's BHA to Company's drill string and any other X-over required for Contractors BHA is to be identified and furnished by the Contractor. Drill String available with "OIL" for Drilling in 8. ½" & 6". These details are furnished in **Annexure-B**.
 - ii) To provide the 5" Drill Pipe Screen, backup tools/equipment with sufficient spares & consumables.
 - iii) To provide detailed specification of equipment/sensors along with catalogue and also all the features available in their MWD & LWD system. The Contractor should also indicate the limitations of their tools/sensors such as temperature, pressure and discharge limitations with ability to pump LCM materials in Mud Loss conditions through the tool and accordingly the equipment & sensor must perform.
 - iv) The Contractor shall keep fishing tools including spares required for Contractor's non-standard equipment/ tools, if any.
 - v) Any bidder not quoting for all the services as per the Scope of work will be considered non-responsive.

5.0 **DETAILS OF EQUIPMENT & SERVICES REQUIREMENT:**

The Contractor shall confirm to provide the following services:

(i) Well Planning Services:

Contractor will designed the well trajectory and share the same along with other data with OIL. OIL shall verify and accept the plan prior to start of directional drilling. However, OIL may suggest anticipated Torque & Drag, hydraulics and anti-collision for the plan. If required, well plan may be reviewed in consultation with the contractor to sort out any kind of well trajectory issues. In that case, the re-viewed plan must be accepted by the contractor. Thereafter, it shall be the responsibility of the Contractor to maintain the well profile of the hole as per plan till target depth of the particular section is reached.

Contractor shall share Torque & Drag, Hydraulics, Anti-collision, proposed BHA for any particular hole section of horizontal well during actual drilling with their latest directional software.

Bidder shall submit end of Well Report after completion of the assigned Section/Well in hard as well soft copies (.pdf format).

(ii) MWD equipment and Services:

The contractor shall confirm to provide one complete set of MWD (Measurement While Drilling) System. MWD tools should be collar specific, i.e. for different collar sizes, outside diameter of sensors are different except of directional sensor. The bore must be empty with no probe except for the directional part. Mud must be able to pass through the inserts (i.e. Battery pack, Gamma pack, Electronics, etc.) at respective flow rates. MWD tools with same size of probe fixed mechanically (fixed collar/collar mounted) for different collar sizes are not to be considered as collar based tools. Probe based tools are not acceptable.

MWD system should be based on positive pulse, mud telemetry for drilling (8.1/2" & 6") hole as per requirement of OIL provided in the MWD specifications in **Annexure # C**, along with cross-over subs, Non Magnetic Drill Collars, Float Subs – if required with all sets of electronic packages, surface computers and other accessories required for continuous real time monitoring of tool face, inclination, direction (azimuth) and Gamma while drilling (8.1/2" & 6"). Bidder will maintain sufficient back up tools & spares to meet contingent situation like Lost in Hole / Tool failure etc.

NOTE:

- 1) Contractor shall provide MWD (Measurement While Drilling) System, Directional based on mud pulse telemetry, Positive Pulse system, with MTBF (Mean-time Between Failure) exceeding 1000 hrs. However, in case of brand new (Un-used) LWD/MWD tool proposed to be deployed by the Contractor against this contract, the MTBF certificate is then not relevant.
- 2) Contractor to provide additional NMDC if required for MWD/LWD survey accuracy.

iii) SURFACE EQUIPMENT:

Surface MWD/ LWD unit with computers/printers accessories to record and print real time data with necessary transducers and connections to work with rig power supply 220 volts, 50 Hz / 415V AC, 3 Phase, 3 wire . AC as per requirement of OIL as stated in Annexure # A (Bidder to fill up the Annexure). System should also have following features:

- (a) Record data like angle, azimuth and tool face and transmit it to surface with rig floor display. System should have features for dynamic tool face recording when drilling with motors.
- (b) System should be able to record stand pipe pressure, weight on bit, rotary RPM and Rate of penetration with depth counter facility.
- (c) Record bottom hole annulus pressure measurements, temperature, stick slip, shock and vibrations.
- d) Record resistivity, neutron porosity and display real time azimuthal density with imaging calliper.
- e) Record and print real time API Gamma & LWD measurement with measured depth and TVD
- f) This surface unit with necessary computers, monitors printers, plotters etc and other equipments as necessary to execute the job.

NOTE: The Work station should come with minimum 120 m of 3- Phase power cables. Bidders to confirm the same.

(iv) <u>LWD Equipment along with Services</u>:

Contractor shall confirm to provide Resistivity Tool & Density-Porosity tool compatible with the offered MWD. The surface system for Resistivity, Density-Porosity and MWD with Gamma should be same. The Resistivity & Density-Porosity services will be used along with MWD for accuracy. Further, LWD may be used for recording real-time data in the other wells also as per OIL's requirement and the service provider will be compensated as per the quoted rates. Contractor shall provide the Company with Resistivity, Gamma, Density-Porosity (including density images) Log Vs True Vertical Depth and Measured Well Depth for reservoir boundary identification. The Resistivity measurement shall be as per requirement of OIL provided in **Annexure - G**. Bidder will maintain sufficient back up tools & spares to meet contingent situation like Lost in Hole / Tool failure etc

NOTE: The MWD & LWD tools should be able to interface with Rotary Steerable System and facilitate 2-way communication & integration of data and commands.

(v) SDMM equipment along with Services :

The Contractor shall provide Steerable Downhole Positive Displacement Mud motors with all accessories e.g. stabilizers etc as per **Annexure-D** for 8.½" hole sizes. SDMMs should be high torque, low to medium speed & stabilized positive displacement steerable multi-lobe mud motor for high angle drilling. Bidders are free to bring additional SDMM (like high speed medium torque) apart from the specified specs in the tender as per operational requirements.

The directional drillers are required to operate these motors and drill the hole as per plan trajectory. The motors should have API rotary shoulder connections with built-in/screw-on bearing Stabilizer housing & adjustable bent housing. SDMM should be suitable for build up rates & straight drilling in rotary mode. The steerable downhole mud motors should be with mud lubricated bearing/ Oil sealed bearing assembly and equipped with rotor catcher feature.

Different sizes of String Stabilizer:

1. Stabilizers for 8 ½" Hole section: 1 no of each 8" and 7¾" string stabilizer with 4" IF /4½" IF box-pin connection, 6½"/ 6¾" OD fishing neck X 2. 13/16"/3" ID

2. **Stabilizers for 6" Hole section**: 1 no of each 5.3/4" and 5.1/2" string stabilizer with 3.1/2" IF pin and box connection, 4¾" OD fishing neck X 2.1/4" ID

NOTE:

- All the above stabilizers must be 4/3 slight spirals integral and sufficient blade length of double tapered at both leading and trailing ends. Stabilizers should have sufficient opening / annular clearance with taper blade on stabilizer body.
- Above stabilizers may be used independently for making rotary assemblies for drilling/ cleanout trips in case of requirement.

vi) **Drilling Jars and Services**:

The Contractor shall confirm to provide Hydro-mechanical/Hydraulic Drilling jars to withstand the rugged abuse and demanding application with up/down stroke mechanism, minimum stroke length as per requirement of OIL provided in **Annexure-E**, for (8 ½" & 6" hole sizes).

vii) Liner Hanger and Setting Tools with Service:

The Contractor shall provide liner hanger along with shoe, float collar, landing collar, packers and setting tools as per well design of the horizontal wells, along with services for running, testing, and setting of the hangers. The specifications for Liner Hanger with Packer for 7" & 4.1/2" Slotted liner Liner is attached in Annexure # M & N

viii) Slotted Liners:

Contractor will provide slotted liners for the horizontal section of the wells. The specification for Slotted Liner is attached in Annexure - N.

ix) Completion Services:

Completion services for bringing well on to production including design/provision for artificial lifts, stimulation and other possible future work-over needs shall be provided by the Contractor. The hydraulically set production packer (inflatable type :- 2.7/8" tubing X 7" liner-29 PPF) and Gas-lift valves with Mandrel (compatible with Gas Lift design) shall be supplied by the Contractor. The Contractor will also suggest to the Company the need for any specialized operation for enhancing productivity of the well as and when required during the currency of contract.

The tubular for well Completion is 2.7/8" O.D x N-80x EUE tubing.

- i) Well wise estimated production volume will be provided by OIL and Contractor shall design the production completion and artificial lift system of hydraulically set production packer (inflatable type:- 2.7/8" tubing X 7" liner) and Gas-lift valves on the basis of the same.
- ii) Bare foot completion is not considered in the horizontal section. Minimum completion technique for slotted liners has to be designed for the optimum sand control.
- ii) The well completion services shall include "Packer setting & Pressure Testing, Gas-Lift performance evaluation and Well Activation" as per industry standards
- iv) Well completion expert from Contractor should have close interaction IFB No. CDG3225P17
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with personnel from Commissioning & Work-Over section of Production (Oil) Department of OIL INDIA LIMITED.

x) CONSUMABLES:

All consumables provided to Oil India Limited (OIL) as sold out items (like liner hanger, slotted liner should carry a warranty to OIL. In case, any consumables supplied by the contractor but not used by OIL during the tenure of the contract but subsequently required by OIL within a period of 1(one) year from the end of the contract, the contractor will install the same on chargeable basis.

6.0 **PERSONNEL**:

Directional Drillers and MWD Engineers should be graduate Engineer/Diploma in engineering/MSc/MSc (Geology/ Petroleum Geology)

i) DIRECTIONAL DRILLER'S EXPERIENCE:

Bidders to confirm that minimum 02 no. qualified Directional Drillers having minimum 3 years experience/ 05 years for MSc graduate and have drilled at least 03 directional wells using RSS/SDMM will have to be deputed and will be working independently (12- hour shift) on a suitable ON/OFF day rotation basis at the Rig site. Directional Drillers should be able to execute the job of high angle-high displacement/side track wells or any other well from kick off to target on continuous basis. They should have complete knowledge of the job from planning to execution along with associated calculations and decision making so that they can perform the job independently. However, in case of operational problems, OIL's decision will be final.

The Directional Drillers will work in close liaison with OIL Engineers on the Rig/base. They should be fluent in speaking and writing English language. Directional drillers should be conversant with the job assigned and should have complete knowledge of the tools. Directional drillers of the Contractor shall assist OIL technically during round trip and clean out trips after completion of sectional TD.

NOTE: Particulars of directional driller must be submitted in the format ANNEXURE – BB to OIL for approval well in advance prior to deployment at wellsite.

(ii) MWD & LWD Engineers Experiences:

Bidders to confirm that minimum 02 no. of qualified and experienced MWD/LWD Engineers having minimum 3 years of field experience for the operation will be deputed. The personnel will be required to work on a suitable ON/OFF-day rotation. The engineers must be fluent in written and spoken English. The MWD & LWD Engineer will be responsible for the following:

- a) Prepare Logging plan and program, timely delivery of quality data logs, LAS, DLIS as per SOW. OIL reserves the right to use the resistivity tool in the sail angle or pilot hole option also.
- b) Run, maintain and manage the MWD/LWD tools and unit, Prepare daily reports of major real time observations and annotation of markers as defined by Company Geologist.

Particulars of MWD/LWD engineers must be submitted in the format ANNEXURE – BB to OIL for approval prior to deployment at wellsite.

NOTE:

- 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 this/these personnel within Ten (10) days of such instruction. The replacement personnel must have the requisite qualification and experience as indicated in the contract and their credentials along with recent photographs must be submitted to Company for approval prior to their engagement.
- All charges for personnel are included in Tool Operating & Stand by charges. No. separate charges shall be payable for the personnel being deployed.
- The Bidder will have to submit the Bio-Data of personnel proposed to be deployed for all the services mentioned under scope of work prior to deployment for OIL's approval.
- MWD / LWD Engineers and Directional Driller should be an employee of the Bidder. Necessary documents in this regard to be submitted prior to deployment for OIL's approval. In case, the personnel is newly recruited in the organisation, atleast O2(Two) no. of personnel reference with email ID, Mobile no. etc of the previous employer to be provided in the CV for his previous experience.
- Bidders will submit an undertaking in the bid stating that they will provide MWD / LWD Engineers and Directional Drillers of three-year experience throughout the Contract period.
- MWD/LWD engineers should have the competency for handling and supervision of radioactive tools.
- (iii) **ORGANISATIONAL STRUCTURE**: Contractor shall provide the organizational structure for executing the project. Composition of the team & number of personnel will be reviewed by OIL and modified as per requirement.

Contractor shall depute base coordinator at company's base, for the entire contract period. Base Manager should have good knowledge of equipment or services being offered by the contractor and should visit Company's office regularly. Base coordinator shall be nominated before commencement of contract and subsequent replacement shall be informed in advance. Suitable replacement should be provided if he is absent for more than 3 days. Base coordinator shall be well informed about status of contractor's equipment and any other subject relevant to agreement of the contract. Company may seek for replacement in short notice if any deficiency is observed on his part. He shall also be responsible for keeping contractor's equipment and tool in good working condition including inventory for smooth running of the service with the help of other offices/ repair facilities.

7.0 Approved list for Tools / Equipment & Services:

The Contractor should provide Tools/Equipment & Services (mentioned above) from the approved list as shown in the table below:

APPROVED LIST:

A. Mud Motor:

- i) Schlumberger,
- ii) Halliburton,
- iii) Weatherford,
- iv) Baker Hughes,

- v) National Oil Well Varco
- vii) APS Technology Inc.

B. RSS

- i) Schlumberger
- ii) Halliburton
- iii) Weatherford
- iv) Baker Hughes
- v) APS Technology Inc.
- vi) Terravici

C. <u>Drilling Jar</u>:

- i) Houston Engineers,
- ii) Weatherford,
- iii) National Oil Well varco(Griffith)
- iv) Bowen.
- v) Schlumberger
- vii) Halliburton Sledgehammer.
- viii) ITS
- ix) APS Technology Inc.

D. Solids Control System Centrifuge

- 1. National Oil Well Varco (Brandt)
- 2. MI Swaco
- 3. KMC oil Tools (SCOMI)
- 4. Baroid
- Alfa Laval

MUD ENGINEERING SERVICES FOR HORIZONTAL WELLS

The contractor is to provide the following services during the contract period with OIL.

MUD SERVICES: Mud engineering services will be required from contractor in drilling Horizontal well from Kick-off point. Mud engineering services for top vertical section shall be done by Oil India Limited (OIL). The contractor is required to provide Mud Engineering services in totality during the drilling of Horizontal well in 8-1/2" and 6" section.

SCOPE OF WORK:

The Contractor is required to provide mud engineering service in totality. The scope of work includes but not limited to,

- Mud Engineering service
- Designing and formulation of mud program.
- Supply of all mud chemicals and additives.
- Relevant technical back-up support of software and laboratory studies.
- Centrifuge Services. Detailed specifications as per Annexure P

Contractor is to provide Mud engineering services covering the following aspects:

❖ Mud Engineer: Contractor will provide two on-site mud engineers on 12-hour shift basis. The engineers will be required to work on a suitable ON/OFF-day rotation. OIL reserves the right to modify its requirement of on-site mud engineers anytime.

Lead on-site mud engineer should have adequate appropriate knowledge in working with the contractor's materials, equipment and procedures for the services provided by the contractor. Lead mud engineer should have a minimum of 5 years relevant experience & should have performed mud engineering on at least 5 similar Hi-Tech wells with similar mud systems.

Second on-site mud engineer should have adequate appropriate knowledge in working with the contractor's materials, equipment and procedures for the services provided by the contractor. Second mud engineer should have a minimum of 3 years relevant experience & should have performed mud engineering on at least 5 similar Hi-Tech wells with specified mud systems.

Both Lead & second on -site mud engineers should be able to read, write and speak in English fluently.

The on-site mud engineers will communicate their work plan with OIL Chemist/Drilling Engineer/Installation Manager/Company Man at site and ensure all operations and activities are conducted in compliance with OIL's well program.

The on-site mud engineers will be competent to take suitable measures during borehole instability, mud loss, stuck up or any other borehole complications.

The on-site mud engineers shall be fully conversant with the QA/QC procedures in accordance with contractor's policies.

The on-site mud engineers will provide OIL with daily mud reports as per IADC format incorporating drilling operations, complete mud parameters, volumes of mud prepared and consumed operation of solid control equipment and consumption of additives and chemicals.

The contractor will have to submit personnel resume in respect of all the on-site mud engineers for OIL approval prior to start the operation.

Suitable substitution/replacement of any mud engineer of the contractor due to any valid reasons will be with prior approval of OIL.

Contractor is to furnish a list of Mud engineers (at least 3-4 personnel) and their bio-data for prior approval by the Company.

The mud engineer should have adequate knowledge in working with Contractor's materials, equipment and procedures for the services provided by the contractor.

The mud engineer should be competent enough/should have sufficient experience in solving down hole complications including but not limited to cement contamination, mud loss, stuck pipe, caving, high pressure kick etc.

❖ Centifuge Operator: Contractor will provide two experienced on-site Centifuge operators on 12-hour shift basis. The operators will be required to work on a suitable ON/OFF-day rotation. OIL reserves the right to modify its requirement of on-site Centifuge operators anytime during the currency of the Contract.

Note: Personnel resume of mud engineer should specifically include but not limited to: Length of experience in drilling wells, Area/ field where and for whom worked, Type of mud systems worked with, experience in solving down hole problems.

CERTRIFUGE SERVICES

Operating / maintenance manual of Centrifuge shall be provided by the Contractor along with the power requirement and motor HP for running this facility. OIL will provide electrical power having specification of 415 V, 3 Phase, 50 Hz. The electrical motors should have approval from DGMS (Director General of Mines & Safety, India) for use in Drilling well. DGMS certification for Centrifuge shall be provided by Contractor. OIL will only provide necessary assistance of Crane Services for installation (rig-up) of Centrifuge and Dismantling (rig-down) of same in each location. However, the Contractor will have sole responsibility for operation & maintenance of Centrifuge. The Contractor shall provide necessary platform for mounting the Centrifuge along with all required pipings.

MUD AND MATERIAL MANAGEMENT SERVICES:

Contractor will provide the following services but not limited to:

i) The Contractor shall supply **all special chemicals/additives** conforming to relevant API / BIS specifications required for drilling of 8-1/2" and 6" section. The contractor shall maintain adequate stock of all chemicals and ensure timely supply as per operational requirement of the well. However, the payment will be made on actual consumption basis duly certified by OIL chemist/company representative. OIL will provide storage space at site to store chemicals brought in by the contractor. Housekeeping / maintenance of the storage space at well site is solely contractor's responsibility.

However, contractor shall have to arrange warehouse / storage facility at their base in Duliajan (or in around Duliajan) for bulk storage of their chemicals/additives etc.

- ii) During the preparation / maintenance of the mud system, addition of their chemicals to the mud system is to be done under the supervision of the contractor.
- iii) Contractor has to supply statutory safety gears for their employees.
- iv) The contractor shall provide product data for each chemical including but not limited to brand name, unit of packing, country of origin, specification and Material Safety Data Sheet (MSDS). The contractor shall provide information on complete list of chemicals used for Horizontal wells.
- v) All the chemicals should be in their original packing. The chemicals should conform to API/BIS-specifications whichever is applicable to the particular chemical. Contractor shall provide the test report from a recognized laboratory for quality of supplied chemicals / tolerable toxicity limit on request. However, OIL reserves the right to inspect the chemicals OIL's well site and draw samples for testing. If any chemical is found to be not conforming to the specifications, contractor shall replace the defective material immediately with quality product that conforms to the specification.
- viii) Contractor has to buy back the left over chemicals, if any after completion of the project/expiry of the contract.
- vi) Since the mud system will be used in environmentally sensitive areas, the chemicals supplied by the contractor shall be biodegradable, eco-friendly and within tolerable toxicity limit.
- vii) During the Mud Engineering service, if any foul smell emancipate in the mud system or in effluent pit due to addition of any of the additives, contractors will be

solely responsible for immediate replacement of the chemicals / additives and additionally necessary corrective measures should be taken by the Contractor to control the smell as per standard practices.

Service provider has to ensure that the replaced chemicals supplied are of equivalent / better make or quality and this should be done without any operational interruption.

DESIGNING OF MUD PROGRAM:

Based on geological data provided by OIL and well engineering, contractor shall design suitable mud and hydraulic system for each phase. Contractor will provide the mud engineering services for the mud system approved by OIL.

- i) Contractor should submit a detailed mud program for each proposed well in advance. The designed mud/hydraulics program should be supported by software for analysis and to make reports.
- ii) Contractor will also plan for contingency treatment for problems like cement contamination, carvings, hole pack off, differential sticking, mud loss, hole erosion and /or any other down hole problems.
- iii) Contractor will prepare contingency plan to meet any unexpected problems, anticipated contaminations etc.
- iv) Contractor should ensure that entire composite mud system fulfils regulatory requirements of environment/safety etc.

EXPECTED FORMATION

	AREAS/DEPTH(M) TVD						
FORMATION	BARE KURI	BAGH JAN	TENG AKHA T	CHAB UA	HATIA LI	NORT H CHAN DMAR I	SHAL MARI
GIRUJAN (Clay/Subordin Sandstone)	Absent	Absent	1700	20	1820	20	1703
TIPAM (Sandstone/Shale)	2003	2144	1780	1720	1850	2080	2326
BARAIL (Mud stone/Shale)	2664	2401	2285	2165	2380	2650	3096
KOPILIS (Splintery Shale/Sand	3293	3178	2900	2820	2890	3320	3668
PRANG (Lime Stone/Shale	3530	3541	3310	3250	3290	3560	4244
NARPUH (Sand stone/Shale Silt stone	3587	3632	3390	3320	3360	3620	4316
LK+Th (Shale/Sand stone/Whitish Clay)	3720	3720	3460	3400	3440	3740	4386
LANGPAR (Shale/Coal/ Sand stone	3878	3847		3520	3550	3910	4526
BASEMENT	3943	3898		3600	3600	3950	4594

NOTE: Formation depths are tentative and may have difference of about +/-100 m in actual and very well to well.

MUD PROGRAM FOR OFFSET WELL

TYPE-I: Vertical Wells (Dikom, Kathaloni, Hatiali, Baghjan, Chabua etc.)

DEPTH (M)TVD	HOLE SIZE	MUD WEIGHT & TYPE	MUD PARAMETERS
150	17 ½"	66-68 lbs/cft water based bentonite mud	M.F. Viscosity: 50-55 sec
2000+	12 1/4"	66-69 lbs/cft fully dispersed water based bentonite mud treated with FCLS, CL, PAC, and CMC, emulsified with oil	M.F. viscosity: 50-55 sec, App. Viscosity: 19-22 cp, Plastic Viscosity: 16-18 lbs/100 sq.ft, YP: 12-16 lbs/100 sq.ft, Gel (O Min): 3-8 lbs/100 sq.ft, Gel (15 Min): 23-35 lbs/100 sq.ft, API sand (%): 0.1, Solid (%): 10-14 %, API Fluid Los: 10-6 cc, Mud cake: 1-2 mm, PH: 8.5-9.5, Lubricity co-efficient: 0.3-0.25
3000- 4200	8 1/2"	72-80 lbs/cft semi dispersed water based bentonite mud treated with XC-Polymer, PAC, Resinex, Sulfonated Asphalt emulisified with oil.	M.F. viscosity: 45-40 sec, App. Viscosity: 30-18 cp, Plastic Viscosity: 10-20 lbs/100 sq.ft, YP: 26-15 lbs/100 sq.ft, Gel (O Min): 2-6 lbs/100 sq.ft, Gel (15 Min): 16-30 lbs/100 sq.ft, API sand (%): 0.1, Solid (%): 10-14 %, API Fluid Los: 6.0-3.5 cc, Mud cake: 1-0.5 mm, PH: 9.0-9.5 Lubricity co-efficient: 0.3-0.15

TYPE-II: Horizontal well (Makum, North Hapjan Area)

DEPTH	HOLE	MUD WEIGHT & TYPE	MUD PARAMETERS
(M)TVD	SIZE		
150	17 ½"	66-68 lbs/cft water based bentonite mud	M.F. Viscosity: 50-55 sec
150- 1900	12 1/4"	66-68 lbs/cft water based bentonite mud lightly treated with CMC(H), CMC (L), CFLS, Geltex-CP etc	M.F. viscosity: 50-55 sec, App. Viscosity: 18-14 cp, Plastic Viscosity: 13-8 lbs/100 sq.ft, YP: 15-10 lbs/100 sq.ft, Gel (O Min): 10-8 lbs/100 sq.ft, Gel (15 Min): 25-35 lbs/100 sq.ft, API sand (%): 0.1 Solid (%): 10-14 %, API Fluid Los: 14-8 cc, Mud cake: 1-2 mm, PH: 8.5-9.5
1900- 3000	8 1/2"	68-72 lbs/cft, Glycol- Amine PHPA mud	M.F. viscosity: 50-45 sec, App. Viscosity: 30-18 cp, Plastic Viscosity: 13-7 lbs/100 sq.ft, YP:30-15 lbs/100 sq.ft, Gel (O Min): 10-6 lbs/100 sq.ft, Gel (10 Min): 15-7 lbs/100 sq.ft, API sand (%): 0.1, Solid (%): 2-5 %, API Fluid Los: 8-5 cc, Mud cake: 0.5-1.0 mm, PH: 8.5-9.5 Lubricity co-

			efficient : 0.23-0.15
3000-	6"	64-66* lbs/cft Carbo	M.F. viscosity: 38-45 sec, App.
3400		bridge mud (XCP-PGS-	Viscosity: 25-15 cp, Plastic Viscosity
		Calcium Carbonate)	: 7-12 lbs/100 sq.ft, YP : 18-30
			lbs/100 sq.ft, Gel (O Min): 7-10
			lbs/100 sq.ft, Gel (10 Min): 8-15
			lbs/100 sq.ft, API sand (%): 0.1(max),
			Solid (%) : 2-4 %, API Fluid Los : 7.0-
			4.0 cc, Mud cake : 1.0-0.5 mm, PH :
			8.5-9.0, Lubricity co-efficient: 0.20-
			0.15

5.0 MUD HYDRAULICS FOR 6", 8 ½" HOLE

0.0 <u>IVIOD</u>	TITERA	<u> </u>	72 110 LL		
Type of bit	Size of	GPM (US)	Jet Velocity	Annular	Annular
	hole		(ft/sec)	Velocity	Velocity
				(ft/min) OH	(ft/min) OH
				vs DC	vs DP
TCR	6"	200-230	80-90	110-120	100-110
PDC	8 ½"	430-460	320-350	280-350	200-240
TCR	8 ½"	310-350	325-440	240-280	155-180

TABLE - I FULL LIST OF PRODUCTS

SI	Name Of chemical	Brand	Country	Unit	Space	MSDS
	Name Of Chemical		Country of	of	Specs enclosed	enclosed
.No <u>.</u>		name				
			origin	supply	Yes/No	Yes/No
1	Caustic Soda					
2	Glycol					
3	Polyamine(Chloride Free)					
4	Encapsulating polymer(PHPA)					
5	PAC -R					
6	PAC -SL					
7	XCD					
8	Modified Starch(PGS)					
9	Biocide					
10	CaCO3 (different sizes)					
11	Defoamer					
12	Mud lubricant					

13	Any other chemicals			
	Chemicals to be supplied by	y OIL		
1	Barite			
2	Bentonite			
3	Pipe freeing agent			
4	Loss Circulation Materials			
5	Sodium bicarbonate			
6	Chemicals for completion fluid			

MUD TESTING EQUIPMENT/ LABORATORY:

All the necessary drilling fluid testing equipment, chemicals/ reagents and consumables for testing of mud as per API/AIDC standards as well as for estimating the concentrations as per standard industry practices at rig site shall be provided by the contractor. OIL will provide a mud laboratory at rig site with the facilities for setting up of the same.

SAFETY, HEALTH AND ENVIRONMENT:-

- i) Contractor shall comply with applicable environmental laws, statutory regulations mines act applicable to oil mines etc.
- ii) The mud engineer should have approved PPE as per international practice and perform duty in accordance with Contractor's own SHE policy. In addition to above the mud engineer and other contractor personnel at well site must comply with OIL's internal SHE policy if need be.

POLLUTION AND CONTAMINATION:

iii) The Contractor shall be liable for all surface pollution to the extent caused by Contractor arising due to spillage / dumping of mud or rubbish in any form 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. However, in the event of such dumping or spillage or discharge by Contractor, Contractor shall immediately assume all responsibility at their cost for the removal of items, substances or rubbish so dumped or discharged and for any resulting pollution on surface or contamination in any form, at the well Site. However, OIL will dispose contractor's empty sacks and drums from well site.

(PACKAGE - II)

OIL intends to hire expert services with equipment and associated services along with consumables on call out basis for drilling three horizontal wells two plus one (optional).

The scope of work in the contract will cover drilling of three numbers of Horizontal wells for duration of one year extendable by another one year.

The cost of services for horizontal drilling in excess of one well during the period of drilling will remain the same except for the consumables, cost of which shall be as prevailing during that period beyond one well.

OIL will have the option to extend the contract at the same rate (except for the consumables cost of which shall be as prevailing during the extended period) terms and conditions.

Duration of Contract is one year extendable by another one year. The entire horizontal along with related services will be on call out basis. This means there may be one number of mobilization and demobilization and two numbers of interim mobilizations and two numbers of interim demobilizations for drilling the three horizontal wells.

2.1 HIRE OF ADDITIONAL SET OF EQUIPMENT & SERVICES:

The Contractor should provide all the services under the contract.

- 1. Rig Inspection by the contractor personnel prior to actual mobilization for the first well.
- 2. Mobilization of Tool/Equipment/Consumable/Personnel and Execution of Horizontal Well Drilling program. Also to provide other associated services as required for completion of wells. The Bidder shall quote for full Scope of Work, without any exception or deviation; the required services along with the Tools & Equipment as an integrated package are described in under noted paragraphs.:

The tentative Horizontal well plan, to be drilled for the first well is as follows:

Vertical Hole Section : 26" hole followed by KOP in 17.1/2" section

Kick off Point (KOP) : Tentatively at 220 mtrs in 17.1/2" hole and

Continuous build up in the subsequent

Sections in 12.1/4" and 8.1/2" drain hole section.

Measured Depth : 710 Meter to 1513 mtrs in 12.1/4" section and

1513 mtrs to 1916 mtrs in 8.1/2" drain hole.

True Vertical Depth : 1093 Meters approximately Horizontal Displacement : 400 meters approximately

The above plan may change depending on the well design.

- 2.2 The Bidder shall be required to establish their experience in drilling horizontal wells as per OIL'S requirement utilizing the tools/equipment as submitted by them in their offer details of which are furnished vide Annexure B, C, D, E, F, G, H, I, J, K.
- 2.3 Contractor shall clearly undertake the single point responsibility of completing the work under the contract.

i) Kick Off Point (KOP) :220Meter(minimum)
ii) Target Depth :1870 Meter(minimum)
iii) True Vertical Depth : 1093 Meter (min)
iv) Horizontal Displacement : 400 Meter (min)
v) Inclination Angle : 90°(minimum)at toe

- 2.4 Following documentary evidence is required to be submitted by the bidder along with technical bid in support of drilling and completion of two wells having above parameter mentioned in clause No. 2.4
 - a) Relevant pages of the contract / contracts executed showing detailed scope of work.
 - b) The contract details should be submitted as per Annexure N to establish that bidder has been a service provider in designing and drilling Horizontal wells, against the said contract / contracts during the specific period of last 7 years (from the bid closing date).
 - c) Well construction or well plan details, BHA analysis, Torque & Drag analysis, Anti Collision analysis, Actual deviation data (survey sheet) as per Annexure O.
 - d) Evidence of using Well Planning, MWD-Gamma-SDMM-Jar-Resistivity tools or RSS with Gamma and Resistivity at the bit for drilling the stated three horizontal wells.
 - e) Bidder must have the experience in providing the following services as an "In-House" resource/expertise for drilling Horizontal wells:
 - I) Well Planning Service
 - II Directional Drilling Service with resistivity and Gamma.
 - III) SDMM Equipment with Stabilizer & Service or RSS Services
 - IV) MWD Equipment & Service for Directional & Gamma Measurement
 - (V) Drilling Jar & Services

Bidder has to provide documentary evidence as per ANNEXURE - O in support of completing the 3 (Three) Horizontal Wells using the above "In-House" expertise, supported by client certificates or contact address and communication details for verification.

- f) The bidder should have experience in drilling at least three (3) horizontal wells in the last 7(Seven years) by providing services that comprises of following:
- (I) In-House Service" as mentioned above

AND

- (II) At least one of the following 5(five) services (either in-house or through third party):
- a) Mud Engineering Service,
- b) Liner Hanger Service,
- c) Well Completion Service.
- d) LMSS and Services
- e) Centrifuge Services

The submitted contract details for 3 horizontal wells should bear testimonial to above requirement (i.e. "In - House resource / expertise").

Note:-

(i) Oil India Limited (OIL) will have the right to contact the clients/operators (Referred by the bidder) for authentication of documents submitted by the bidder.

OIL will not be responsible for clients/operators not confirming or replying to OIL's request for information. If OIL does not get an affirmative response within the stipulated time then such bidder's technical bid will be considered as non responsive. It will be the responsibility of the bidder to take up the matter with his client and arrange for the confirmation as desired by OIL.

In case the bidder does not have all the services (as required by OIL) on their own, they can have pre-tender tie-up for the services except "In-House Expertise" as mentioned in clause no. 2.5(e) above, which should be of their own.

(ii) In case of pre-tender tie-up, the bidder should execute a legally enforceable MOU/Agreement valid for entire duration of the contract including extension, if any. Copies of the pre-tender tie-up for each third party service should be furnished along with the Technical Bid clearly referring to OIL's tender document number & indicating the scope of work for technical partner of the bidder. Notwithstanding the MOU, bidder shall clearly undertake the single point responsibility of completing the project as offered by the bidder.

OIL will provide the specification of the rigs already used to drill Horizontal wells, for Contractor to study the same (if necessary) and OIL team with Contractor's expert will recommend changes required to make the rig suitable for Horizontal Drilling.

3.1 WORK SCHEDULE:

The Work schedule will consist of the following steps:

- (i) Rig Inspection: The Contractor shall mobilize their team of experts to Baghewala for the rig inspection during rig mobilization before the first well or subsequently when there is a rig change.
- (ii) Contractor shall provide the following services as an integrated package for drilling & completion of horizontal well:

The services are:-

- i.Directional Drilling Service with MWD or RSS
- ii.SDMM/RSS Equipment with Stabilizer & Service
- iii.MWD Equipment & Service for Directional & Gamma Measurement
- iv.LWD Equipment & Services for Resistivity at the bit.
- v.Drilling Jar with compatible Jar Intensifier & services.
- vi.Mud Engineering Service with Equipment & Chemicals.
- vii.Centrifuge Services
- viii.Liner Hanger with Packer & Services as per selected design (Optional)
- ix. Well Completion Engineering & Service- Optional
- x.Artificial Lift Equipment & Installation Service- Optional
- xi.Whipstock Service Optional
- xii.Gyro Service Optional
- xiii.Overall Project Management for integration of above Service
- xiv.Swell Packer with accessories Optional

NOTE:

- i. The utilization of the optional services is OIL's prerogative.
- ii. Preparation of the well, drilling of top vertical section of the hole. Lowering / cementing of surface casing. Cement cleaning and drilling up to the kick off point (KOP) will be carried out by Company (OIL). The kick-off point will be decided and advised by the consultant based on the results of drilling the pilot

hole. Thereafter, it shall be the responsibility of the Contractor to drill the curve section of hole till 90°- 95° (depending on well design) and drill drain hole at 90°- 95° (depending on well design) to target depth. The final inclination angle at the landing point and at the Target depth will be decided at the time of actual drilling at the rig site.

- iii. Contractor should have adequate maintenance facility for their tools & equipment for all sizes of hole. These details are furnished in Annexure-B.
- iv. Drill String available with "OIL" for Horizontal Drilling.
- v. The wells to be drilled are having thermal completion, so resistivity at the bit is required.
- 4.2 The contractor is required to comply with following specified requirement:
 - i) To supply/provide assistance for procurement of special materials/equipment/services, if required, based on the study of Company's Rig package and designing of wells.
 - ii) To provide all X-over subs required in between Contractor's drill string to Horizontal Service Providers string and any other X-over required for MWD assembly is to be identified and furnished by the Contractor.
 - iii) To provide the backup tools/equipment with sufficient spares & consumables to keep the tools in good working condition for smooth operation all the time.
 - iv) To provide complete list of all equipment with make and type. The

Contractor's declaration on the present condition of the equipment along with the vintage of the equipments shall be submitted to Company.

- v) To provide detailed specification of equipment/sensors along with catalogue and also all the features available in their MWD & LWD system. The Contractor should also indicate the limitations of their tools/sensors such as temperature, pressure and discharge limitations with ability to pump LCM materials in Mud Loss conditions through the tool; the equipment & sensor must perform accordingly.
- vi) The Contractor shall keep provision of specialty fishing tools including spares required for Contractor's non-standard equipment/ tools, if any.
- vii) The minimum drift diameter of Hydro-Mechanical Jar for 8.1/2" Hole should be 2.75".
- viii) Specialized Tools: All crossover subs required from operator's drill string to Contractor's drill string and any other special crossover etc. including Non magnetic drill collar is to be identified and furnished by the Contractor. Any other specialized tools, required for smooth execution of the Contract shall be responsibility of the Contractor.
- ix) Any bidder not quoting for all the services as per the Scope of work

(Including Optional services) will be considered non-responsive.

4.3 **DETAILS OF EQUIPMENT & SERVICES REQUIREMENT**:

The Contractor shall provide the following services:

(i) MWD equipment along with Surface Equipment and Services : -

The Contractor shall provide one complete set of Collar based MWD (Measurement While Drilling) System Directional with API Gamma, based on positive pulse, mud telemetry for drilling all hole sizes (17.1/2", 12.1/4", 8.1/2") as per requirement of OIL provided in the MWD specifications at Annexure # C, along with cross-over subs, Non Magnetic Drill Collars, Float Subs with all sets of electronic packages, surface computers and other accessories along with sufficient spares required for continuous real time monitoring of tool face, inclination, direction (Azimuth) and Gamma while drilling holes for all the above sizes .The Contractor shall provide the expert operating personnel along with the equipment for actual job execution. Contractor shall maintain enough back up tools to meet contingent situation like Lost in Hole etc. The Contractor shall be required to maintain sufficient number of "Back - up Tool / Equipment" along with spares for 17.1/2", 12.1/4" and 7" hole at well site / base office so as to ensure un-interrupted horizontal drilling activity considering logistic constraints Baghewala which is in North Western part of the country bordering Pakistan.

NOTE:

- 1) Contractor shall provide Collar based MWD (Measurement While Drilling) System, (Directional + API GAMMA) based on mud pulse telemetry, Real Time online plot of Gamma for TVD and MD, Positive Pulse system, with MTBF (Mean Time Between Failure) exceeding 1000 hours. The MWD-Gamma-Resistivity tool with "Mud Pulse Telemetry" system shall only be acceptable. However, in case of brand new (Un-used) MWD tool proposed to be deployed by the Contractor against this contract, the MTBF certificate is then not relevant.
- 2) To this effect, bidder should provide documentary evidence in the technical bid, literature of MWD showing all specifications listed in this TOR (Terms of Reference) and Schematic diagram showing each component.

(ii) SDMM equipment along with Services:

The Contractor shall provide Steerable Downhole Positive Displacement Mud motors with all accessories e.g. stabilizers etc as per requirement of OIL provided at Annexure # D for 17.1/2", 12.1/4" and 7" hole sizes .The directional drillers are required to operate the motors and drill the hole as per plans, which would be provided by the Contractor for contract execution. The motors should be with built-in bearing Stabilizer housing & adjustable bent housing with suitable build up rates & straight drilling in rotary mode. The steerable downhole mud motors should be with mud lubricated bearing assembly.

The motors should have API rotary shoulder connections. SDMM should be equipped with rotor catcher feature.

Contractor shall maintain enough back up tools to meet contingent situation like tool failure, Loss in Hole etc. The Contractor shall be required to maintain sufficient number of "Back-up Tool / Equipment" along with spares for 17.1/2", 12.1/4" and 8.1/2" hole sizes at well site / base office so as to ensure uninterrupted horizontal drilling activity considering logistic constraints Baghewala which is in North Western part of the country bordering Pakistan.

NOTE:

To this effect, bidder should provide documentary evidence in the technical bid, literature of SDMM showing all specifications listed in this TOR (Terms of Reference) and Schematic diagram showing each component.

iii) In case the Contractors opts for providing **RSS** services in place of SMMM with MWD/ LWD services, the necessary spares /equipment to be provided for drilling in the 17.1/2", 12.1/4" and 8.1/2" sections for inclination, Azimuth and resistivity at the bit measurements in line with the above points no.(i) and (ii) and the NOTES attached along with.

iv) **DIRECTIONAL DRILLERS**:

Bidder will provide with 2 experienced (minimum 5 years experience) Directional Drillers on call out basis per set to execute the job and they will be working independently on a suitable ON/OFF day rotation and on 12-hour shift basis at rigs as per plan given by OIL. He should be able to execute the job of high angle-high displacement/high displacement/Horizontal/side track wells (open/cased hole) or any other well from kick off to target on continuous basis at a rig with tools provided by Bidder. They should have complete knowledge of the job from planning to execution along with associated calculations and decision making so that they can perform the job independently. He should be able to carry out sidetrack jobs either from open hole or cased hole with/without Whip stock for directional operations. Directional drillers should be capable of associated decision making and calculations required for the job and will take necessary decision during the course of drilling the well. However in case of operational problems, OIL's decision will be final.

The Directional Drillers will work in close liaison with OIL Engineers on rig/base. They should be fluent in speaking and writing English language.

Field Engineers should be conversant with the job assigned and should have complete knowledge of the equipment being supplied by the Bidder.

OIL reserves the right to modify its requirement of on-site Directional Drillers anytime.

(v) Drilling Jars, Intensifier and Services :-

The Contractor shall provide Hydro-mechanical/Hydraulic Drilling jars along with Intensifier specially engineered to withstand the rugged abuse and demanding application with up/down stroke mechanism, minimum stroke length as per requirement of OIL provided in Annexure-E, for 12.1/4" and 8.1/2" hole sizes. The Contractor shall be required to maintain sufficient number of "Back - up Tool / Equipment" along with spares for both 12.1/4" and 8.1/2" hole at well site/ base office so as to ensure un-interrupted horizontal drilling activity considering logistic constraints of the North West part of the country near to Pakistan Border.

NOTE:

To this effect the bidder should provide documentary evidence in the technical bid, literature of Drilling Jar showing all specifications listed in this TOR and Schematic diagram showing each component

(vi) LWD Equipment along with Services:

Contractor will provide Resistivity at the bit tool compatible to the offered MWD tool. The surface system for Resistivity and MWD with Gamma should be same. The Resistivity services will be used along with MWD so that the well can be landed through 12.1/4" hole (curve section) in the pay-zone with reasonable

accuracy. The Company will have the option to use the Resistivity Tool in the Horizontal section (8.1/2" Drain hole) also, depending on the requirement. The Contractor shall provide the Company with real time Resistivity Log Vs True Vertical Depth and Measured Well Depth for reservoir boundary identification. The Resistivity measurement shall be as per requirement of OIL provided in Annexure - F. Bidder will maintain enough back up tools to meet contingent situation like Lost in Hole / Tool failure etc. The Contractor shall be required to maintain sufficient number of "Back - up Tool / Equipment" along with spares for all of the 17.1/2", 12.1/4" and 8.1/2" hole sections at well site / base office so as to ensure un-interrupted horizontal drilling activity considering logistic constraints of the Indo Pak Border. LWD engineer should have at least 3 years experience in operating LWD tool and should be responsible for successful logging operation.

OIL reserves the right to use the resistivity tool in the sail angle or pilot hole option also. Since we are drilling a horizontal well with thermal completion, the drain hole need to be free from undulations. Therefore the resistivity tool should be at the bit.

NOTE:

- a) The key down hole Tool (SDMM-MWD-Gamma-Jar-Intensifier-Resistivity) or the RSS should not be older than 5 years and manufacturer's certificate (not service Company's certificate) clearly certifying the vintage of each tool should be provided.
- b) Calibration certificates for accuracy of Measurement should not be older than 6 months. Contractor shall provide Calibration certificate of each downhole tool (MWD, Gamma, Resistivity) showing Inclination, Tool face, Dip angle and accuracies.
- c) The SDMM/MWD/Jar/Intensifier/Resistivity tool provided by the Contractor shall be supported with spares and service during the duration of the Contract. Jar has to be tested and certified before running into the hole.
- d) All tools/equipment and consumables deployed by the Contractor should meet OIL's specified requirement.

(vii) MWD/LWD Engineers:

Bidder will provide qualified, skilled and experienced MWD/LWD Engineers (Minimum 3 years of experience) on call out basis for OIL's operation.

The personnel will be required to work on a suitable ON/OFF-day rotation. They must have documented training and experience (curriculum vitae) verifying their ability to operate the modern DD/MWD/LWD logging tools. The engineers must be fluent in written and spoken English. The LWD/MWD Engineer will be responsible including but not limited to the following:

- o Prepare Logging plan and program,
- o Run, maintain and manage the MWD/LWD tools and unit,
- o Prepare daily reports of major real time observations and definition of markers.
- o Maintain adequate stock and inventory of tools and spares on the Drilling Unit and Shore Base to perform the drilling program,
- o Ensure adequate spares for all the equipment and tools are available on the Drilling Unit to carry out any repairs without downtime.

(viii) ORGANISATIONAL STRUCTURE:

Contractor shall provide the organizational structure to be used for executing the project. Composition of the team & number of personnel will be reviewed by OIL and modified as per requirement.

Base coordinator shall have good knowledge of equipment or services being offered by the contractor and should visit Company's office regularly. Base coordinator shall be nominated before commencement of contract and subsequent replacement shall be informed in advance. Suitable replacement should be provided if he is absent for more than 3 days. Base coordinator shall be well informed about status of contractor's equipment and any other subject relevant to agreement of the contract. Company may seek for replacement in short notice if any deficiency is observed on his part. Company shall not be responsible for delay in processing invoices on time, if Base coordinator is inefficient or absent for long period. He shall also be responsible for keeping contractor's equipment and tool in good working condition with the help of other office/ repair facilities.

(ix) Mud Engineering Services & Chemicals: -

The Contractor is to provide the following services during the contract period with OIL:

- (A) <u>Mud & Hydraulics Policy</u>: The Contractor shall study the geological sequence and properties of the formations to be encountered and prepare the mud policy and hydraulics design for the well. The Company shall make available relevant geological data for the purpose.
- (B) Mud Engineering Services will be required from Contractor in drilling Horizontal Well from the kick off point. Mud Engineering services for top vertical section shall be done by OIL .The Contractor is required to provide Mud engineering services including supply of special chemicals during drilling of 17.1/2", 12.1/4" and 8.1/2" sections. The Contractor is to provide Mud Engineering services covering the following aspects:

I. Mud Engineer:

- a) Contractor will provide two on-site mud engineers on 12-hour shift basis. The engineers will be required to work on a suitable ON/OFF-day rotation. OIL reserves the right to modify its requirement of on-site mud engineers anytime.
- b) Lead on-site mud engineer should be fully qualified and experienced to work with the contractor's materials, equipment and procedures for the services provided by the contractor. Lead mud engineer should have a minimum of 5 years relevant experience & should have performed mud engineering on at least 5 similar Hi-Tech wells with specified mud systems.
- c) Second on-site mud engineer should be fully qualified and experienced to work with the contractor's materials, equipment and procedures for the services provided by the contractor. Second mud engineer should have a minimum of 3 years relevant experience & should have performed mud engineering on at least 5 similar Hi-Tech wells with specified mud systems.
- d) Both Lead & Second on-site mud engineers should be able to read, write and speak in English fluently.
- e) The on-site mud engineers will communicate their work plan with
- f) OIL muds engineer/drilling engineer/installation manager/company man at site and ensure all operations and activities are conducted in

- compliance with OIL's well program.
- g) The on-site mud engineers will be competent to take suitable measures during borehole instability, mud loss, stuck up or any other borehole complications.
- h) The on-site mud engineers will be fully conversant with the QA/QC procedures in accordance with contractor's policies.
- i) The on-site mud engineers will provide OIL with daily mud reports as per IADC format incorporating drilling operations, complete mud parameters, volumes of mud prepared and consumed operation of solid control equipment and consumption of additives and chemicals.
- j) Suitable substitution/replacement of any mud engineer of the contractor due to any valid reasons will be with prior approval of OIL.
- k) The contractor will submit personnel resume in respect of all the on-site mud engineers for OIL approval.
- I) Contractor is to furnish a list of Mud engineers (at least 3-4 personnel) and their bio-data for prior approval by the Company.
- m) The mud engineer should have adequate appropriate knowledge in working with Contractor's materials, equipment and procedures for the services provided by the Contractor. The mud engineer should be competent enough/should have sufficient experience in solving down hole complications including but not limited to cement contamination, mud loss, stuck pipe, caving, high pressure kicks etc.

NOTE

- i) The Contractor shall submit personnel resume in respect of 2 3 mud engineers for OIL's approval as per ANNEXURE -M. The resume should specifically include but not limited to: Length of experience in drilling wells, Area/field where and for whom worked, Type of mud system(s) worked with, Experience in solving down hole problems.
- ii) The bidder shall submit in the technical bid detailed Mud Program done by them earlier (in the past) for 8 ½" hole.
- II. <u>Mud Test Equipment</u>: The Contractor shall make available the routine mud test equipment and consumables. If required, the Contractor shall have to arrange for special mud test equipment/ consumables for the well in consultation with the Company.

III. Services:

- a) Preparation and maintenance of mud as per the policy at the well site.
- b) Quality control of mud formulation.
- c) Maintenance of mud parameters during the drilling operations considering all drilling events online and assessing the various parameters and data available at site from either mud logging unit or other data gathering system.
- d) Provide operational guidelines as and when required.
- e) Managing loss circulation events and other down hole operational problems such as stuck pipe, torque, drag and hole instability etc.
- f) Maintain inventory of various chemicals, additives, consumption pattern, replenish desired quantity in a manner so as to ensure adequate requirement covering contingency at site all the time.
- g) Contractor has to generate daily report in the standard IADC format and submit to the Company representative/Chemist-In-Charge.
- h) The Contractor is required to submit 2 (two) copies of total mud re-cap after completion of each well.

(C) CHEMICAL REQUIREMENT:

The requirement of chemicals for the well as ascertained by OIL is provided in the Schedule of Rates in Section IV. The basic mud chemicals (viz. Bentonite, Barytes, Caustic Soda etc.) shall be made available by Company ex-stock, if required.

The special chemicals, required for drilling the well, will be mobilized by the Contractor as per the list and quantity provided in the Schedule of Rates in Section - IV. However, Company shall not buy any remaining Chemical, from Contractor and Contractor is to take responsibility to transfer or, evacuate the remaining Chemicals from site.

The basic mud chemicals listed below are available with the Company ex stock.

[Barytes, Bentonite, Caustic Soda, Caustic Potash, CMC(HVG), CMC(LVG), Sulphonated Asphalt, KCL, Soda Ash, Modified Guargum, Pipelax, Linseed Oil, EP Lube, Mica Flakes and Saw Dust (LCMs)]

Contractor shall take full responsibility to supply all the special chemicals (viz. Glycol, Micronized Calcium Carbonate (0, 325 mesh size), XC-Polymer, PAC-R, PAC-SL, PHPA, Environment Friendly Biocide & PGS) listed in Section - IV.

NOTE: I

The bidder may quote for any other special chemicals (showing quantity required per ONE US bbl of mud) for Glycol Based Mud System, if felt necessary. The bidder is to quote the special chemicals in the format as per Proforma – B(ii).

NOTE:II

All special chemicals as identified by Oil India Limited are to be mobilized by the Contractor. The following special chemical shall have to be the registered trademark product of the Mud engineering service provider.

1. CP Glycol

Any manufacturing or quality issue with the supplies will be replaced by the Contractor at no cost to OIL. Defective chemicals have to be replaced with proper quality chemicals at no extra cost to OIL in a mutually agreed (reasonable) time frame or as per operational requirement whichever is preferred by OIL.

(xi) Liner Hanger and Setting Tools with Service:

The Contractor shall provide liner hanger along with shoe, float collar, landing collar, packers and setting tools as per well design of the horizontal wells, along with services for running, testing, and setting of the hangers.

The specifications for Liner Hanger with Packer for 7" Liner is attached in Annexure

(xiii) Completion Services:

The horizontal wells will be designed for thermal completition. But initially the well will be completed for cold production to characterize the reservoir and then to prove the reservoir potential. Thereafter the well will be set for thermal production. The cold completion services for bringing well on to production including design/provision for artificial lifts, stimulation and other possible future work-over needs shall be provided by the Contractor. The hydraulically

set production thermal packer (2.7/8" tubing X 7" liner-29 PPF) and Gas-lift valves with Mandrel (compatible with Gas Lift design) shall be supplied by the Contractor. The Contractor will also suggest to the Company the need for any specialized operation for enhancing productivity of the well as and when required during the currency of contract.

The tubular for well Completion is 2.7/8" O.D x L-80 x tubing.

(a) Well wise estimated production volume will be provided by OIL and

Contractor shall design the artificial lift system of hydraulically set production packer (2.7/8" tubing X 7" liner) and Gas-lift valves on the basis of the same. The well completion services shall include Wash pipe packer setting & Pressure Testing as per standard of oil industry practice, Gas-Lift performance evaluation and Well Activation".

Well completion expert from Contractor should have close interaction with personnel from Commissioning & Work-Over section of Production (oil) Department of OIL INDIA LIMITED.

WELL COMPLETION ENGINEERS:

Bidder will provide qualified, skilled and experienced well completion Engineers (Minimum of 3 years of experience) on call out basis for OIL's operation. They must have documented training and experience (curriculum vitae) verifying their ability. The engineers must be fluent in written and spoken English. The Well completion Engineers responsibility shall be including but not limited to the following:

- a) Prepare daily reports of major real time observations.
- b) Maintain adequate stock and inventory of tools and spares on the
- c) Ensure adequate spares for all the equipment and tools are available on the Drilling Unit to carry out any repairs without downtime.

Approved list for Tools / Equipment & Services:

The Contractor should provide Tools / Equipment & Services (mentioned above) from the approved list as shown in the table below:

SERVICE APPROVED LIST:

Mud Motor:

- 1. Schlumberger,
- 2. Halliburton,
- 3. Weatherford,
- 4. Baker Hughes,
- 5. Vico
- 6. National Oil Well Varco

Drilling Jar:

- 1. Houston Engineers,
- 2. Weatherford,
- 3. National
- 4. Oil Well Varco(Griffith)
- 5. Bowen,
- 6. Vico,
- 7. Smith International
- 8. Halliburton Sledgehammer
- 9. ITS

Liner Hanger:

- 1. TIW,
- 2. Smith International,
- 3. Weatherford,
- 4. Baker Hughes

WhipStock:

- 1. Smith International,
- 2. Weatherford
- 3. Baker Hughes
- 4. Catch Fishing Services

Mud Engineering:

- 1. Baroid Drilling Fluid,
- 2. Baker Hughes
- MI Overseas.
- 4. KMC Oil Tools,
- 5. Q-Max Solutions.
- 6. Alliance Drilling Fluids

Solids Control System Centrifuge & LMSS with Mud cleaner

- 1. National Oil Well Varco (Brandt)
- 2. MI Swaco
- 3. KMC oil Tools (SCOMI)
- 4. Baroid
- 5. Alfa Laval

5.0 **OPTIONAL SERVICES**:

Optional services shall be quoted by the Bidder as per the price bid format. However Bidders are advised to quote the most competitive price as per the "PRICE FORMAT - OPTIONAL SERVICES". It will be mandatory for all bidders to offer these optional services with detailed technical description.

OIL retains the prerogative for utilization of these optional services described below on "CALL-OUT" basis. Contractor is required to give an undertaking to mobilize one or more of under noted optional services within 30 days from the date of call notice issued by OIL.

5.1 A set of SDMM-MWD-JAR-INTENSIFIER-STABILIZER (for 12.1/4" Hole): In general, OIL plans to kick - off the horizontal well in 17.1/2" hole. Contractor shall provide ,17.1/2" ;12.1/4"and 8.1/2" tools(Motor and MWD-with Gamma/without resistivity) at the same day rate as indicated in the Schedule of Rates above plus the mobilization charges from the nearest base of the Contractor where the Tools sizes are available.

5.2 WHIPSTOCK SERVICES (for 13.3/8",9.5/8" casing & 7" casing):

Contractor shall be required to provide these services as OPTIONAL on call out (i.e. as and when required) basis. Contractor shall mobilize required equipment and operators for these services within 15 days from the date of the call notice issued by OIL.

OIL will require the Whipstock service to sidetrack either from inside the 20", 13.3/8", 9.5/8" casing or from inside 7" casing. Contractor shall be required to provide the services of window milling the 13.3/8" casing , 9 5/8" casing / 7" casing to provide the window for side-tracking with 12.1/4" / 8.1/2"hole respectively as the case may be. Whipstock shall be Single run, Hydraulic set,

non-retrievable system, complete with Hydraulic Packer and window milling equipment (for 13.3/8" X 68 ppf; 9 5/8" casing X 47 PPF & 7" casing X 29 PPF).

The Whip stock service shall be provided with Gyroscopic Survey System as a complete package. One complete set of North Seeking or Rate Gyro survey instruments, including its running gears, along with sufficient spares and operator to be mobilized within 30 days from date of the call notice issued by OIL for surveying the well bore either during kick off or later on in any part of the well. This Gyro shall run on electric wire line unit to be provided by OIL.

6.0 Geology & Reservoir Information :-

6.1 Geology of Baghewala area

The Baghewala heavy oil field in Bikaner-Nagaur basin of Rajasthan was discovered way back in 1991 through drilling of first exploratory well BGW-1 in the Baghewala structure. The well encountered heavy oil (17° - 19° API) in deeper Jodhpur sandstone and Lower Bilara formation of Infracambrian age. There were good positive indications of presence of Bitumen (extra heavy) oil in the shallow Upper Carbonate formation which could not be tested in BGW-1. BGW-2 was drilled on the same plinth of BGW-1 in order to test the Upper Carbonate formation. Subsequently, three appraisal wells viz., BGW-3, 4 & 5 were drilled during 1992-94 to delineate the extension of heavy oil bearing Jodhpur sandstone and Lower Bilara reservoirs. Well BGW-4 and 5 encountered the heavy oil bearing zones within the Jodhpur-Bilara section where as well BGW-3 was found to be water wet.

Following discovery of heavy oil in the wells drilled in Baghewala structure, the Baghewala PML covering an area of 210 Km² encompassing the Baghewala structure was granted to OIL in 2003 for a period of 20 years. The PML area was earlier covered by around 370 LKM of 2D seismic data of 1985-87 and 1991-92 vintage. A total of six wells were drilled in the PML area during 1991-94, five on the Baghewala and one well on the Tavriwala structures. Well TVW-1on the crestal part of Tavriwala structure was abandoned as dry without lowering production casing.

6.2 Regional Structural Settings and Stratigraphy

The Bikaner-Nagaur basin constitutes a Late Proterozoic – Early Paleozoic basin in the north western part of peninsular Indian shield. Structurally Bikaner-Nagaur basin is bounded in the east by Delhi- Aravalli folding and in the south, south-west by Pokhran-Nachna high, separating Jaisalmer basin and to the north-east lies the Delhi-Sargodha ridge.

This is a shallow Infracambrian-Paleozoic basin with a Precambrian basement comprised of Malani Igneous Suite and Delhi Metamorphites. The igneous and metamorphic rocks at places are overlain and intruded by Malani Volcanics (Rhyolites) of Pre-Cambrian age. These rocks are unconformably overlain by Marwar Super Group. The Marwar Super Group is comprised of the arenaceous Jodhpur group, the calcareous Bilara Group containing stromatolytic carbonates & clastics, Hanseran Evaporites & salts (HEG) and argillaceous & arenaceous Nagaur Group of Infracambrian to lower Cambrian age. The Marwar Supergroup is overlain by thick Upper Carbonate formation of Upper Cambrian age comprising of predominantly dolomites, limestone with shales and evaporites.

The Lower Paleozoic sequence is unconformably overlain by the Upper Carboniferous glacial Bap Boulder Beds and marine Badhaura sandstones. For the major period in Mesozoic times, the basin remained uplifted and most of the Mesozoic sequences are absent. Successively upward, the Tertiary sediments comprising Khuiala equivalent (Palana shale), Marh sandstone and Jogira fullers earth have been deposited.

The generalised stratigraphic succession of the Bikaner-Nagaur basin is given in **Table-1**.

Table 1: Generalized Stratigraphy of Bikaner-Nagaur Basin (Ref: RDGN: 25)

Table 1: Generalized Stratigraphy of Bikaner-Nagaur Basin (Ref: RDGN: 25)					
AGE			FORMATION	THICKN ESS (m)	LITHOLOGY
QUARTERN ARY	RECENT PLEISTOC ENE		Alluvium / Shumar	70-95	Fine to Medium Grained Sand
TERTIARY	EOCENE PALEOCE		Palana and Marh	20 - 110	Clayey limestone and dark grey claystone
	NE CRETACEO US		Parh Equivalent	30 - 35	Dark grey claystone and sandstone
MESOZOIC	JURASSIC		Jaisalmer + Lathi	290 - 380	Red claystone and ferruginous sandstone with minor coal
	TRIASSIC PERMIAN		Bap and Badhaura	58 - 70	Red yellow and grey claystone and silts with conglomerate
PALEOZOI C	MARWAR SUPERGROUP	INFRA CAMB RIAN	Upper Carbonate	250 - 600	Laminated dolostone and limestone with red claystone interbeds and occasional marl
			Nagaur	150 - 300	Mottled claystone with siltstone, fine grained sandstone and minor dolostone
			Hanseran Evaporite Group	140 - 150	Anhydrite, Halite, claystone and dolostone
			Bilara	50 - 120	Dolostone, fine grained sandstone & reddish brown claystone
			Jodhpur	25 - 30	Coarse to fine grained, well sorted sandstone (pinkish), with siltstone and claystone
PROTEROZ OIC	PRE- CAMBRIAN		Malani Suits	120 - 350	Volcanoclastics with basalt and Rhyolitic flows
			Crystalline Basement		Granitoid Rocks

Geologic History

In Bikaner-Nagaur basin the Infracambrian-Cambrian formations, which evolved through Precambrian-Paleozoic Wilson cycle, is of prime interest from petroleum geology point of view. The Precambrian – Palaeozoic Wilson cycle started in the Precambrian and concluded with the assembly of Gondwanaland in the Silurian-Devonian. The rift phase (approx 680-650 Ma, Late Proterozoic) represents syn-rift volcano-clastic sequences which have been locally assigned to the Malani Igneous Suite. During thermal subsidence phase (approximately 650-440 Ma, Infracambrian-Silurian), three main sequences can regionally be

recognized in the evolution of Bikaner-Nagaur basin. The accommodation space presumably resulted from thermal subsidence associated with continental drift and the growth of Late Proterozoic oceans.

Sedimentation of Jodhpur formation, the main reservoir facies of the basin, started with coarse grained to granular, cross bedded sandstone and rippled sandstones-siltstones that have been deposited in coastal plain channels oriented oblique to shoreline and tidal flat to coastal plain fine grained sandshale alternations deposited along the shoreline. Thermal subsidence continued probably through the Infracambrian as indicated by the lagoon-tidal flat to restricted basin facies assemblage of Bilara and Hanseran groups (HEG). The HEG is characterized by thick and widespread evaporite deposition in lower part and mix clastic-carbonate in upper part whereas Bilara represents mixed carbonate and clastic sedimentation. In general, Jodhpur, Bilara and HEG appears to have deposited in fluctuating shoreline to low order regressive environment, controlled by tectonic topography in a range of coastal plane to tidal flat setting. Cambrian shows deposition of the shales, calcareous sandstones and thin dolomitic limestones of the Nagaur Group deposited as regional transgressive facies. The Upper Carbonate Groups caps this sequence in Late Cambrian as prograding carbonate flats.

The basin experienced a strong regional upliftment during post-Cambrian and it remained emergent and non-depositional during Ordovician, Silurian and Devonian periods. The basin bound fault system got reactivated during Permo-Triassic time with deposition of conglomerate, gritty sandstone, chert with minor cherty dolomite of Bap and Badhaura formations. The basin floor underwent northwesterly tilting with the development of prominent Pokhran-Nachna high. The basin remained uplifted for a considerable time during Mesozoic.

The subsurface geological data from the drilled well reveals fluvio-deltaic Jurassic sediments consisting of red brittle to pinkish ferruginous sandstone overlies unconformably the Bap and Badhaura formation. The Jurassic sediments are overlain by a thin sequence of dark grey claystone with minor sandstone of Maestrichtian age.

6.3 Reservoir Development & crude properties

Within the Jodhpur formation, the overall sand development is good as evident from the drilled wells. Wells BGW-4 and BGW-5 exhibit high net-to-gross ratios as compared to BGW-1 and BGW-3. The thickness of the formation varies from 26 - 30 m in the drilled wells. The Jodhpur formation represented by alternating sandstone – claystone sequences and the thickness of individual sandstone layers varies from 2 – 10 m in the drilled wells. However, it is difficult to establish a correlation of individual sand units within the formation. The conventional core report of drilled wells indicated both fining-upward and coarsening-upwards sequence for Jodhpur sandstones. Analysis of conventional core samples of Jodhpur sandstone reservoirs from wells BGW-1 & 5 reported porosities ranging upto 22.5% and permeabilities over 2 darcy's.

Consequent to the upliftment during Upper Cretaceous — Lower Paleocene (initiation of Himalayan collision phase), the western Rajasthan shelf had a widespread marine regression during Paleocene with deposition of conglomerate, sandstone of Palana and Marh formations. Early Eocene marine transgression occurred with advancement of the sea in Bikaner-Nagaur basin depositing Jogira limestone. The Quaternary deposit mainly constitutes clay, claystone and sandstone. The first well Baghewala-1was drilled in the

Baghewala anticlinal structure– resulted in the discovery of heavy oil in clastics of the early Cambrian Jodhpur formation, which is part of a 1500 m sedimentary cover overlying Precambrian volcanics and basement rock. Presence of heavy oil (14° - 19° API) within the Jodhpur formation of Baghewala structure was established during 1991-1994. There were also positive indications of presence of extra heavy oil in the shallow Upper Carbonate formation. So far, production of heavy oil could only be established from Jodhpur formation in Baghewala structure.

The Baghewala structure has initially been identified based on 2D seismic data and a total of six wells have been drilled so far in the structure based on the interpretation of the 2D seismic data. The Jodhpur formation represented by alternating sandstone – claystone sequences and the thickness of individual sandstone layers varies from 2 – 10 m in the drilled wells. However, it is difficult to establish a correlation of individual sand units within the formation. The conventional core report of drilled wells indicated both fining-upward and coarsening-upwards sequence for Jodhpur sandstones. Analysis of conventional core samples of Jodhpur sandstone reservoirs from wells BGW-1 & 5 reported porosities ranging upto 22.5% and permeabilities over 2 darcies.

The wireline log interpretation (ELAN PLUS) results have showed effective porosity and water saturation for wells BGW-1, BGW-3, BGW-4 and BGW-5. Hydrocarbon bearing (oil) zones have been observed within the Jodhpur-Bilara section in wells BGW-1, BGW-4 and BGW-5. While the Jodhpur-Bilara section in well BGW-3 appears to be water bearing. The effective porosity of Jodhpur sandstone reservoirs varies from 5 – 20% and hydrocarbon saturation also varies from well to well (30 – 90%). It may be noted here that wells BGW-1 and BGW-4 have produced heavy oil (14° - 19° API) to the surface from Jodhpur sandstone reservoirs with negligible FTHP whereas inflow could not be established in well BGW-5 probably due to the extra heavy nature of the oil (< 14° API). The well BGW-5 is structurally located down dip of well BGW-1 & 4.

7.0 MOTOR COMPATIBLE BIT:

7.1 Contractor shall submit a list of motor compatible bit of at least 3 reputed make for drilling specified formation. OIL may consider procurement of recommended bits directly from Bit manufacturing Company after deliberation with Bit manufacturing Company.

7.2 PERSONNEL FOR DIFFERENT SERVICES:

Contractor shall provide following category personnel for running the well operation on the round the clock basis.

- i) Directional Engineer / Driller.
- ii) MWD / LWD Engineer/Operator.
- iii) Mud Engineer.
- iv) Centrifuge Operator
- v) Base Manager at Jodhpur

The personnel (SI. No. i to iv) as described above will be deployed by Contractor in the first well. This group will move to second well after completion of first well as per the company's work plan. The bio-data of the personnel engaged by Contractor shall be in line with Company's requirement specified in the tender.

The Contractor should provide one Base Manager (SI. No. v) to be stationed at Jodhpur (Base office).

7.3 ADDITIONAL TOOL / EQUIPMENT / PERSONNEL WITH SERVICE :

OIL, at its discretion may advise the Contractor to mobilize "additional" tool

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/Equipment /personnel with service on selective basis (i.e. any service out of total list of services under Phase #2, Clause No. 4.0 (4.1 to 4.3) to meet emergent operational requirement under same rate, Terms & Conditions agreed during initial phase of contract.

7.4 **GENERAL CONDITIONS**:

Contractor should provide the following:

- i) Float for 8 1/2" hole.
- ii) Drill Pipe Strainer for 5" OD x 19.5PPF or for 4.1/2" X 16.6 ppf as per the rig requirement.
- iii) Quantity & Units and tools as indicated in the scope of work.
- iv) MWD and LWD Tools initially mobilized by the Contractor and any replacement thereof should be accompanied by Calibration sheets, approved by Contractors QA/QC engineers which will be certified by OIL designated team.

7.5 **SERVICE AND MAINTENANCE FACILITY**:

As OIL's operation is going to be in a remote location in Northwest part of India It is desirable that Contractor setup a complete and comprehensive repair and maintenance facility at their base. Contractor may install Breakout Unit for repairing of Motors, Jars etc. and include the tools and Calibration/verification facility for field level repairing of MWD, Gamma and Resistivity Tools.

7.6 **CONSUMABLES**:

All consumables provided to Oil India Limited (OIL) as sold out items (like liner hanger, Liner Hanger Thermal Packer, Production Thermal Packer etc.) should carry a warranty to OIL. Any consumable supplied but not installed by OIL during the tenure of the contract will be installed by the Contractor within a period of 1(one) year from the end of the contract on chargeable basis.

7.7 FIELD VERIFICATION & CALIBRATION TOOL & SERVICES:

- i) Contractor is required to produce documentary evidence of "Calibration of Resistivity Tool" prior to shipping the same for mobilization to Duliajan at the beginning of the contract.
- ii) The certificate / documentary evidence of "Calibration Check" of LWD (resistivity) tool shall be required to be certified by Company (OIL) personnel before it is deployed in the first well.
- iii) If any other LWD (resistivity) tool is mobilized by the contractor during the contract period, documentary evidence of "Calibration

Check" of LWD (resistivity) tool prior to shipping to Baghewala shall be produced by the contractor and certified by Company (OIL) personnel before the same is deployed in any well.

iv) Field calibration of the MWD and LWD tools shall be provided by the bidder.

8.0 **MOBILIZATION PERIOD**:

8.1 The mobilization of Tool / Equipment/ Consumable / Personnel for Execution of Horizontal Well Drilling & completion program with all associated services will be as per #General Conditions of the Contract#, Section # I, Clause No. 2.2(ii) (a, b, c, d).

END OF SECTION- II

Part-3 SECTION-III SPECIAL CONDITIONS OF CONTRACT (Package - I)

- 1.0 <u>DEFINITIONS</u>: Following terms and expression shall have the meaning hereby assigned to them unless the context otherwise requires. The expressions not defined here shall have the meaning ascribed to them in Section I: General Conditions of Contract:
- 1.1 "Equipment" means drilling equipment complete with pumps, and other accessories and equipment as listed in the Contract.
- "Services" means the services to be provided by the Contractor for carrying out drilling operations in accordance with the approved drilling well plan including but not limited to (i) all tools, equipment, consumables from Contractor required for OIL's operation and (ii) all tools, equipment, spares required for servicing / maintenance of Contractor's Tool & Equipment, as stipulated in the Terms of Reference/Technical Specification at Section-II in this bid document.
- 1.3 "Operating Area" means those areas in onshore India in which drilling Operations will be carried out.
- 1.4 "Site" means the well site designated hereinafter as forming part of the Site.
- 1.5 "Company's items" means the equipment, materials and services, which are to be provided by company at the expense of company.
- 1.6 "Contractor's item" means the equipment, materials and services which are to be provided by Contractor or by Company at the expenses of the Contractor, which are listed under Section -II, "Terms of reference and Technical specifications".
- 1.7 "Commencement Date" means the date on which mobilization is completed in all respects.
- 1.8 "Contractor's personnel" means the personnel to be provided by Contractor to conduct operations hereunder.
- 1.9 "Contractor's representatives" means such persons duly appointed by the Contractor to act on Contractor's behalf and notified in writing to the company.
- 1.10 "Day" means a calendar day of twenty-four (24) consecutive hours beginning at 06:00 hrs. and ending at 06:00 hrs.
- 1.11 "Approval" as it relates to Company, means written approval.
- 1.12 "Facility" means and includes all property of Company owned or hired, to be made available for services under this Contract and as described in this agreement.
- 1.13 "Certificate of Completion" means certificate issued by the Company to the Contractor stating that he has successfully completed the jobs/works assigned to him and submitted all necessary reports as required by the Company.
- 1.14 "Gross Negligence" means any act or failure to act (whether sole, joint or concurrent) by a person or entity which was intended to cause, or which was in reckless disregard of or wanton indifference to, avoidable and harmful consequences such person or entity knew, or should have known, would result from such act or failure to act.
- 1.15 Contractor's base camp: It will be contractor's responsibility to maintain adequate space and utilities at their designated base in and around Duliajan for storage of their Equipment, Tools etc. and workshop needs. All costs associated with establishing and running such facility will be to the Contractor's account.
- 1.16 "Operation Base" means "Duliajan"

2.0 ASSOCIATION OF COMPANY'S PERSONNEL:

2.1 Company may depute one or more than one representative (s) / engineer (s) to act on its behalf for overall co-ordination and operational management at location. Company's representative will be vested with the authority to order any changes in the scope of work to the extent so authorized and notified by the Company in writing.

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

- 2.2 Company's representatives shall have free access to all the equipment of the Contractor during operations as well as idle time for the purpose of observing /inspecting the operations performed by the Contractor in order to judge whether, in Company's opinion, the Contractor is complying with the provisions of the contract.
- 2.3 The monitoring and overseeing of the jobs under the Contract by the Company's personnel/representative shall not absolve or reduce the obligations of the Contractor under the Contract in any manner.

3.0 PROVISION OF PERSONNEL AND FACILITIES:

- 3.1 The Contractor will provide competent, suitably qualified and adequately experienced personnel for carrying out the requisite operations correctly and efficiently throughout the Contract period. Personnel provided by the Contractor must observe all safety and statutory norms applicable to the Company. Their performance must be to the satisfaction of the Company and the Contractor must be willing and ready to replace, at their own expenses, any of their personnel who are not found suitable by the Company.
- 3.2 The detailed bio-data of the service engineer/specialist and other operators and the number of additional personnel planned to be deployed must be submitted to Company before engaging them for Company's approval.

Note: Any replacement with equivalent qualification/experience needs OIL's prior written approval.

- 3.3 All the personnel deployed should be fluent either in English or Hindi or Assamese language.
- 3.4 The Contractor shall be solely responsible for and shall provide for all requirements of his personnel, and of their Sub-Contractor(s), if any. These provisions will include but not be limited to their insurance, housing, medical services, messing, transportation (both air and land transportation), vacation, salaries and all amenities, termination payments, all immigration requirements and taxes, if any, payable in India or outside at no extra charges to the Company. Boarding and local transportation of Contractor's personnel during the entire duration of the contract shall be arranged by Contractor at their cost.
- 3.5 The Contractor's representative shall have the entire power requisite for performance of the work. He shall liaise with the Company's representative for the proper co-ordination and timely completion of the job and on any other matters pertaining to the job.

4.0 <u>INTERIM DEMOBILIZATION AND RE-MOBILIZATION OF PERSONNEL & TEMPORARY PAUSE OF OPERATION:</u>

In case of lean period, contractor's tool including manpower shall have to be temporarily demobilized after completion in a particular well on receiving Company's notification within 24 hours. However, no charges will be payable after interim demobilization notice has been issued for the particular set.

IFB No. CDG3225P17 Page 83 of 169 Contractor shall re-mobilize required tool & equipment including manpower for a particular set within 30 days from the date of interim re-mobilization notice. In such situation contractor shall be paid Interim De-mobilization/ Re-mobilization charges including all relevant costs as per their quote.

5.0 **CONTRACTOR'S OBLIGATIONS:**

Contractor shall perform the work described under scope of work and prepare the 24 hour comprehensive report on Directional Survey and log (where ever applicable) data + Drilling Operation summary + BHA and their Dimensional Data covering BHA behaviour, analysis of NPT, comparative parameters like Plan depth vs days-Actual depth vs days. Contractor is required to submit this daily report to Company Representative based at Duliajan in the form of soft copy and hard format.

6.0 **COMPANY'S OBLIGATIONS**:

- 6.1 Entry Permits: Company shall assist Contractor for arranging necessary entry permits, if required, for personnel belonging to Contractor and their subcontractors engaged with the consent of Company, provided Contractor gives full particulars of such personnel in advance. However the primary obligation in this regard shall be on Contractor and Company shall provide necessary documents only.
- 6.2 Security: Company shall organize all possible help from local government/ administration to Contractor personnel and equipment in case of natural disasters, civil disturbances and epidemics. The security of the Camp including Contractor's equipment and personnel and deployment of security personnel etc at the Camp, shall however, be the responsibility of the Contractor.
- 6.3 Crane service/Transport vehicles: OIL will provide crane and transportation (for Interlocation movement) of the Contractor's equipment and also for transfer/handling of Contractor's material, equipment at well site "free of charge". The loading, unloading and transportation shall be done at Contractor's supervision and risk. OIL shall not be responsible for any damage during handling & transit.
- 6.4 Well-site Accommodation: Company shall not provide bunk house for Contractor's personnel. Contractor has to provide accommodation bunk house(s) for their personnel. All electrical apparatus and accessories including Air Conditioner of all bunk houses to be deployed in the well site/location, must be of FLP type. The electrical apparatus and accessories need to be DGMS approved for placement the same in DGMS classified hazardous area. The bunk house should come with 120 m 3 Phase Power cable. However OIL may provide 01(one) No. 4(four) bedded accommodation bunk house for contractor's personnel at well site subjected to availability, in case of urgency.
- 6.5 Well Site Communication facility: Contractor should arrange their own communication system (Internet facility & telephone) at site for reporting purposes to OIL.
- 6.6 Medical Facilities: Company will extend the medical facilities to Contractor's personnel to the extent available at its hospital at Duliajan on chargeable basis.
- 6.8 **WORKSHOP FACILITY**: Company will extend the in-house workshop facility for Contractor's Tools & Equipment without hampering Company's own work schedule. The workshop facility will be chargeable depending on quantum of job involving man/material/time. The workshop facility may not be charged to Contractor in case of minor nature of repairing job requiring very nominal time. The decision of IFB No. CDG3225P17

Company's representative in this regard shall be final and binding.

- 7.0 OPERATING & STANBY RATE CHARGES: The Contractor is required to provide set of tools/ equipment with personnel for 8.½" & 6" hole and for liner setting as per the terms and conditions specified earlier. At any stage of operation, the operating set(s) (either 8 ½" & 6" hole size) will be paid for the quoted operating charges only. During non-operating period, only stand by charges for the set(s) as quoted will be payable when not used by OIL but the set(s) are to be in functional condition. However, detailed charges payable under different conditions will be guided as described under Section- IV (SOR)
- 0.8 PERFORMANCE OF WORK: The Contractor shall submit daily reports to Company detailing progress of different operations as per the scope of the work at 7:00 AM on every day. The Company, at its option may change the periodicity of such In addition, Contractor shall submit the complete job report (covering analysis of NPT, all the events and BHA behaviour along with comparative parameters like Plan depth vs days-Actual depth vs days.) within 15 (fifteen) days from the date of completion of each individual job. The manner and the speed of execution and maintenance of the operations are to be conducted in accordance with the Contract. Bidder to submit tangible KPI's in consultation with OIL in the kick-off meeting prior to start of each Job under the contract. Same shall be used for performance benchmarking during execution. Should the rate of progress of the operations or any part of them be at any time too slow in the opinion of the Company's representative, (to ensure completion of the operations within schedule) Company's representative may so notify the Contractor in writing. The Contractor shall reply to the written notice giving details of the measures, which he proposes to take to expedite the operations. If no satisfactory reply to Company's notice is received in seven days, Company shall be free to take necessary actions as deemed fit.
- 9.0 <u>LABOUR:</u> The recruitment of the labour, if required, shall be met from the areas of operation and wages to be paid in accordance with the Minimum Wages Act, 1948. The engagement of the labours shall be governed by the provisions of labour laws as per Contract Labour (Regulation and Abolition) Act, 1970.

10.0 **SAFETY**:

- 10.1 The Contractor shall take all measures necessary to protect the personnel, work and facilities and shall observe safety rules and regulations as per the Mines Act, 1952 and Oil Mines Regulation, 1984. No smoking or open flame shall be permitted on the operation site and nearby, except in areas marked by the Contractor and approved in writing by the Company.
- 10.2 The Contractor shall report, as soon as possible, any evidence, which may indicate or is likely to lead to an abnormal or dangerous situation and then immediately take the first emergency control steps conforming to good operation practice and safety regulations.
- 10.3 The Contractor shall have a complete Safety Manual that will be available in the work site at all points of time and readily accessible.

11.0 PROTECTION OF PROPERTY AND EXISTING FACILITIES:

The Contractor shall perform each work in such a manner as will prevent damage to the Company's property and conform to and be consistent with, and not to interfere in any way with continuous and safe operational practices for the well

12.0 **CUSTOMS DUTY**:

- 12.1 Company shall use the Drilling units/tools with the Services under the Contract in nominated blocks or NELP/other eligible blocks and therefore, as specified in SI. No 357(A) table List-34 (condition No. 40 A) of Notification No. 12/2016 Customs dated 01.03.2016 for items imported in connection with petroleum operations under this Contract would attract zero customs duty. Company will issue Recommendatory Letter to Directorate General of Hydrocarbons (DGH), Ministry of Petroleum & Natural Gas, as per Government guidelines for issuance of Essentiality Certificate (EC) from Directorate General of Hydrocarbons, to enable the Contractor to import goods at concessional (Nil) customs duty so as to provide the services under this Contract provided these goods are specified in the List- 34 of the aforesaid Notification.
- 12.2 Bidder should provide the list of items to be imported by them under the Contract in the format specified in **Proforma-A** along with their bid for issuance of Recommendatory Letter to DGH. Contractor shall made written request to Company immediately after shipment of the goods indicated by them in **Proforma-A**, along with the Invoices and all shipping documents (with clear 15 working days notice) requesting Company for issuance of the Recommendatory Letter. OIL shall issue the Recommendatory Letter provided all the documents submitted by the Contractor are found in order as per contract. It shall be however, Contractor's responsibility to obtain EC from DGH and clear the goods through customs. OIL shall not be liable in whatsoever manner for the rejection of their claims for zero customs duty by any of the authorities including DGH. Contractor shall indemnify OIL from all liabilities of Customs Duty.
- 12.3 All imports and import clearances under the contract shall be done by the contractor and OIL shall not provide any assistance in this regard. Any demurrage charge, as may be levied by the custom authority on account of delayed clearance of the imported goods, shall be borne solely by the Contractor.
- 12.4 However, in the event customs duty becomes leviable during the course of contract, but before the schedule date of mobilisation, arising out of a change in the policy of the Government, Company shall be liable for payment of the customs duties leviable in India on Contractor's items as provided in Proforma-A or the actuals furnishes whichever is less, provided Contractor all necessary documents indicating the estimated customs duty at least 10 days in advance. Such payment of Customs Duty shall be arranged by Company and made available to the representatives of Contractor at Kolkata within 3 working days after 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 mobilisation 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. Notwithstanding above, custom duty leviable on account of change of policy of the Government after last day of schedule mobilisation period, shall be on Contractor's account and OIL shall not be liable to pay any custom duty thereafter.
- 12.5. Contractor shall, however, arrange clearance of such items from Customs and port IFB No. CDG3225P17

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.

12.6 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 and 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.

13.0 **DEMOBILISATION & RE-EXPORT**:

- 13.1 The Contractor shall arrange for and execute demobilization of the set of Tools/Equipment/Spare/ Accessories/Manpower etc. upon receipt of notice for demobilization from Company. Demobilisation shall include dismantling of its accessories/equipment, including the manpower. In case of final demobilization, reexport of its accessories/equipment, unutilized spares and consumables at the cost of the contractor. Final demobilization shall be completed by Contractor within 60 days of issue of final demobilization notice by Company. Immediately after re-exporting its accessories, equipment and the unused spares and consumables, Contractor shall submit the detail re-export documents to Company as documentary proof of reexporting 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 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.
- 13.2 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.
- 13.3 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 after completion of contractual obligation after observing all the formalities/rules as per Customs Act or any other relevant Act of Govt. of India applicable on the subject". 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.
- 13.4 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 IFB No. CDG3225P17

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.

14.0 LOSS OR DAMAGE OF SUB-SURFACE EQUIPMENT:

Notwithstanding any provision under this contract to the contrary, Company shall assume liability except in the event of Wilful Misconduct or Gross Negligence 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 produces documentary evidence that the particular equipment/ tool is question is not covered by contractor's insurance. For any such loss/damage, the contractor shall notify the Company within one month of the incident and claim thereof must be made within six months of the incident or before expiry of the Contract, whichever is earlier. The inspection of recovered tools/ equipment from downhole needs to be made by the Company Representative before submission of the invoice by contractor.

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.

Note: No Mobilization cost would be payable towards replacement of LIH tools.

15.0 **DOCUMENTATION OF LOSS**:

Whenever any loss, damage or destruction to any of the Contractor's Equipment occurs, as stated in Clause-14.0 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 that the particular equipment/ tool is question is not covered by contractor's insurance
- 16.0 <u>DATA INTERPRETATION:</u> Since all data interpretations are based on inference from electrical or other measurements, Contractor cannot and does not guarantee the accuracy or correctness of any interpretation and Company agrees that Contractor shall not be liable or responsible except for the

case of Gross Negligence on Contractor or his sub-contractors part, for any loss, cost, damage or expense incurred or sustained by Company resulting directly or indirectly from any interpretation made by Contractor or any of its agents, servants, officers or employees. Should any such interpretation or recommendation be relied upon as the sole basis for any drilling, completion, well treatment or production decision or any procedure involving any risk to the safety of any drilling ventures, drilling rig, or its crew or any other individual, Company agrees that under no circumstances shall Contractor be liable for any consequential loss or damages on this account except in case of wilful negligence.

17.0 **DATA HANDLING AND LIABILITY**:

Company warrants and represents that it is the owner or licensee of any data that will be provided to Contractor and that it has the right to disclose data to Contractor. Company expressly agrees that Contractor shall only be provided with copies of data and agrees that Company shall retain all originals and/or backup copies of any data provided to Contractor. Contractor shall have no liability whatsoever for any loss or damage to the data.

18.0 **CONFIDENTIALITY**:

- a) During this 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 shall 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.
- b) However, the above obligation shall not extend to information which:
- 1. Is, at the time of disclosure, known to the public;
- 2. Lawfully becomes at a later date known to the public through no fault of Contractor;
- 3. Is lawfully possessed by Contractor before receipt thereof from Company;
- 4. Is disclosed to Contractor in good faith by a third party who has an independent right to such information;
- 5. Is developed by Contractor independently of the information disclosed by Company; or Contractor is required to produce before competent authorities or by court order.
- 6. Is required to be disclosed on the direction of Court or any statutory authority.

19.A **FISHING**:

In the event of any of the Contractor's Equipments is lost / stuck in the well or at Site, then the Company shall, at its expenses, attempt to recover or retrieve the same, irrespective of cause. As and when the Company decides to fish for any of the Contractor's Equipments, then the Company shall have full responsibility and liability for such Operations but the Contractor shall render assistance in an advisory capacity at all times in connection with such fishing operations. It is expressly understood between the Parties that the Contractor's personnel are not authorized or entitled to do anything other than to advise the Company in connection with such fishing operations and about any fishing tools which may be furnished by the Contractor at the Company's request. Furnishing of such fishing tools is solely as accommodation to the Company and the Contractor shall not be responsible or liable for any loss or damage which may result with the use of such tools or by reason of any advice or assistance provided to the Company by the Contractor or its personnel regardless of the cause of such loss.

The contractor would be required to provide retrieving fishing tools for their non-standard size tubulars if any apart from the list of tubulars available with OIL as furnished in Annexure B.

19.B RADIOACTIVE MATERIAL:

In accepting any order to perform or attempt to perform any service involving the use of radioactive material, Company agrees that Contractor shall not be liable or responsible for injury to or death of persons or damage to property (including, but not limited to, injury to the well), or any damages whatsoever irrespective of the cause, growing out of or in any way connected with Contractor's use of radioactive materials. Company shall absolve and hold Contractor harmless against all losses, cost, damages and expenses incurred or sustained by Company or any third party irrespective of the cause excluding willful and gross negligence by Contractor or its agents, servants, officers or employees, resulting from any such use of radioactive material.

In case of radio-active source lost in hole during operation, action will be initiated as per AERB guidelines

20.0 **POLLUTION & CONTAMINATION**:

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

- i) The Contractor shall assume all responsibility and liability for cleaning, removal and controlling pollution or contamination which originates from Contractor's equipments and facilities above the surface. Contractor shall protect, defend and save the Company harmless from and against all claims, demands and causes of action of every kind and character arising from all pollution, contamination, which may occur from any cause, save and except pollution or contamination for which the Company assumes liability in terms of Sub-clause (ii) below.
- ii) The Company shall assume all responsibility for all other pollution and contamination (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, contamination, which may occur from any cause, save and except pollution or contamination for which the Contractor assumes liability in terms of Sub-clause (i) above.
- iii) In the event, a third party commits an act or omission which results in pollution or contamination for which either the Contractor or Company, for whom such party is performing work, is held to be legally liable, the responsibility therefore shall be considered as between the Contractor and Company, to be the same as if the party for whom the work was performed and all of the obligations respecting defiance indemnity, holding harmless and limitations of responsibility and liability, shall be specifically applied.

21.0 LIABILITY FOR THE WELL OR RESERVOIR:

Notwithstanding anything else contained herein to the contrary, the Contractor shall not be liable or responsible for or in respect of

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- i) Any sub-surface damage (including but not limited to damages or loss of a well or reservoir or formation, the loss of any oil or gas there from), or any surface loss or damage or injury or death arising out of a sub-surface damage; and/or
- ii) B lowout, fire, explosion or any other uncontrolled well condition; and/or
- iii) Damage to, or loss of oil or gas from any pipelines, vessels or storage or production facilities; and/or
- iv) any loss or damage or injury or death whatsoever, direct or consequential, including liability arising from pollution originating below the surface and any clean up costs, whether caused by their personnel or Equipment or otherwise arising from or in any way connected with such sub-surface Operations or in performing or attempting to perform any such Operations;
- v) third party liabilities arising out of the above irrespective of the cause and the Company agrees that it shall absolve the Contractor and protect, defend, indemnify and hold the Contractor and its sub- contractors, its agents and its parents, subsidiaries and affiliates, its other contractors and/or its and their directors, officers, employees, consultants and invitees harmless from and against all claims, suits, demands and causes of actions, liabilities, expenses, costs and judgments of every kind and character (including without limitation for the loss or damage of any property, or the injury or death of any person), without limit, in favour of any person, party or entity, resulting from any of the above, including costs incurred by Company in this respect.

22.0 **SAFETY:**

- (i) 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.
- (ii) Every person deployed by the contractor in a mine must wear safety gadgets to be provided by the contractor. The Contractor shall provide proper Personnel Protective Equipment as per the hazard identified and risk assessed for the job and conforming to statutory requirement and company PPE schedule. Safety appliances like protective footwear, Safety Helmet and Full Body harness has to be DGMS approved. Necessary supportive document shall have to be submitted as proof. If the Contractor fails to provide the safety items as mentioned above to the working personnel, the Contractor may apply to the Company (OIL) for providing the same. OIL will provide the safety items, if available. But in turn, OIL will recover the actual cost of the items by deducting from Contractor's Bill. However, it will be the Contractor's sole responsibility to ensure that the persons engaged by him in the mines use the proper PPE while at work. All the safety gears mentioned above are to be provided to the working personnel before commencement of the work.
- (iii) The Contractor shall prepare written Safe Operating Procedure (SOP) for the work to be carried out, including an assessment of risk, wherever possible and safe methods to deal with it/them. The SOP should clearly state the risk arising to men, machineries & material from the mining operation / operations to be done by the contractor and how it is to be managed.
- (iv) The contractor shall provide a copy of the SOP to the person IFB No. CDG3225P17
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designated by the mine owner who shall be supervising the contractor's work.

- (v) Keep an up to date SOP and provide a copy of changes to a person designated by the Mine Owner/Agent/Manager.
- (vi) 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.
- (vii) 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 officers/work persons undergone IME and type of medical coverage given to the officers/work persons.
- (viii) The return shall be submitted quarterly (by 10th of April, July, October & January) for contracts of more than one year.
- (ix) 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.
- (x) 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.
- (xi) Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the contractor.
- (xii) The contractor shall have to report all incidents including near miss to Installation Manager/departmental representative of the concerned department of OIL.
- (xiii) The contractor has to keep a register of the persons employed by him/her. The contractor's supervisor shall take and maintain attendance of his men every day for the work, punctually.
- (xiv) 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.
- (xv) The health check-up of contractor's personnel is to be done by the contractor in authorized Health Centers as per OIL's requirement & proof of such test(s) is to be submitted to OIL. The frequency of periodic medical examinations should be every five years for the employees below 45 years of age and every three years for employees of 45 years of age and above.
- (xvi) To arrange daily tool box meeting and regular site safety meetings IFB No. CDG3225P17
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and maintain records.

- (xvii) Records of daily attendance, accident report etc. are to be maintained in Form B, E, J (as per Mines Rules 1955) by the contractor.
- (xviii) 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.
- (xix) 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.
- (xx) Contractor's arrangements for health and safety management shall be consistent with those for the mine owner.
- (xxi) In case Contractor is found non-compliant of HSE laws as required company will have the right for directing the contractor to take action to comply with the requirements, and for further non-compliance, the contractor will be penalized prevailing relevant Acts/Rules/Regulations.
- (xxii) 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.
- (xxiii) The contractor should frame a mutually agreed bridging document between OIL & the contractor with roles and responsibilities clearly defined.
- (xxiv) For any HSE matters not specified in the contract document, the contractor will abide the relevant and prevailing Acts/rules/regulations/pertaining to Health, Safety and Environment.

23.0 **LIMITATION OF LIABILITY**:

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

- (a) 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 or Penalty to the Company.
- (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 50% of the Annualized Contract Price, provided however that this limitation shall not apply to the cost of repairing or replacing defective equipment by the Contractor, or to any obligation of the Contractor to indemnify the 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.

24.0 **INTELLECTUAL PROPERTY:**

While performing the Work for the Company, Contractor may utilize expertise, know-how and other intellectual capital (including intellectual property) and develop additional expertise, know-how and other intellectual capital (including intellectual property) which are Contractor's exclusive property and which Contractor may freely utilize in providing services for its other customers. Except where expressly and specifically indicated in writing, and in exchange for appropriate agreed payment, Contractor does not develop any intellectual property for ownership by Company, Contractor retains sole ownership of any such intellectual capital (including intellectual property) created by Contractor during the course of providing the Services.

25.0 **IP INFRINGEMENT:**

Contractor shall indemnify and hold the Company harmless from any third party claims arising on account of intellectual property infringement with respect to its services or products except where such infringement is caused due to:

- (a) Specific modification or design of Contractor equipments or Services to meet Company's specifications,
- (b) Combination of Contractor's equipments or Services in combination of other equipments and/or services not recommended by Contractor,
- (c) Out of unauthorized additions or modifications of Contractor's equipment or services by Company, or
- (d) Company's use of Contractor's equipments or Services that does not correspond to Contractor's published standards or specifications; in which case, the Company shall indemnify and hold the Contractor harmless.

SPECIAL CONDITIONS OF CONTRACT (PACKAGE - II)

1.0 **DEFINITIONS**:

Following terms and expression shall have the meaning hereby assigned to them unless the context requires otherwise.

The expressions not defined here shall have the meaning ascribed to them in Section I: General Conditions of Contract.

- (a) "Services" from Contractor means (i) all tools, equipment, consumables from Contractor required for OIL's operation and (ii) all tools, equipment, spares required for servicing / maintenance of Contractor's Tool & Equipment in this bid document.
- (b) "Rig package" means drilling rig, complete with pumps, power packs and other accessories and equipment.
- [c] "Company item" means the equipment, materials and services which are to be provided by Company at the expense of Company as mentioned in the contract.
- (d) "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.
- (e) "Operation Base" means "Jodhpur"
- (f) "Site" means the land and other places, on/under/in or through which the works are to be executed by the Contractor and any other land and places provided by the Company for working space or reference and technical specifications.

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- (g) "Contractor's item" means the equipment, materials and services which are to be provided by Contractor or Company (at the expenses of the Contractor), which are listed under Section -II, "Terms of reference and Technical specifications".
- (h) "Inter-location movement" of OIL rig means transferring of complete rig materials from present location after rig release to next location.
- (i) "Inter-location movement" of Contractor's item means (a) from one location to another location (irrespective of the status of location) (b) from one OIL designated area to another OIL designated area.

2.0 ASSOCIATION OF COMPANY'S PERSONNEL:

- 2.1 Company deputes one or more than one representative (s) / engineer (s) to act on its behalf for overall co-ordination and operational management at location. Company's representative will be vested with the authority to order any changes in the scope of work to the extent so authorized and notified by the Company in writing. He shall liaise with the Contractor and monitor progress to ensure timely completion of the jobs. He shall also have the authority to oversee the execution of jobs by the Contractor and to ensure compliance of provisions of the contract.
- 2.2 Company's representatives shall have free access to all the equipment of the Contractor during operations as well as idle time for the purpose of observing / inspecting the operations performed by the Contractor in order to judge whether, in Company's opinion, the Contractor is complying with the provisions of the contract.

3.0 PROVISION OF PERSONNEL AND FACILITIES

- 3.1 The Contractor will provide competent, qualified and adequately experienced personnel for carrying out the requisite operations correctly and efficiently. Personnel provided by the Contractor must observe all safety and statutory norms applicable to the Company. Their performance must be to the satisfaction of the Company and the Contractor must be willing and ready to replace, at their own expenses, any of their personnel who are not found suitable by the Company.
- 3.2 The detailed bio-data of the service engineer/specialist and other operators and the number of additional personnel planned to be deployed must be submitted to Company before engaging them for Company's approval.
 - Note: Any replacement with equivalent qualification/experience needs OIL's prior approval.
- 3.3 All the personnel deployed should be fluent in English language.
- 3.4 The Contractor shall be responsible for and shall provide for all requirements of his personnel, and of their Sub-Contractor(s), if any. These provisions will include but not be limited to their insurance, housing, medical services, messing, transportation (both air and land transportation), vacation, salaries and all amenities, termination payments, all immigration requirements and taxes, if any, payable in India or outside at no extra charges to the Company. Boarding and local transportation of Contractor's personnel during the entire duration of the contract shall be arranged by Contractor at their cost.
- 3.5 The Contractor's representative shall have the entire power requisite for performance of the work. He shall liaise with the Company's representative for the proper coordination and timely completion of the job and on any other matters pertaining to the job.

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4.0 INTERIM MOBILIZATION AND DEMOBILIZATION OF PERSONNEL:

Contractor's operating personnel shall be required to be mobilized at / demobilized from Jodhpur under OIL's advice. Contractor shall mobilize the personnel within 7 (Seven) days from the date of issuance of the notice by OIL. Contractor shall demobilize the personnel within 24 hour notice from OIL.

5.0 **CONTRACTOR'S OBLIGATIONS**:

Contractor shall perform the work described under scope of work and prepare the 24 hour comprehensive report on Directional Survey data (BHA Sag corrected), MWD Report on Gamma + Resistivity + ROP, Drilling Operation summary, Mud Engineering +Solids Control + Material Usage, BHA and their Dimensional Data. Contractor is required to submit this daily report to Company Representative based at Jodhpur.

6.0 **COMPANY'S OBLIGATIONS**:

- 6.1 <u>Entry Permits</u>: Company shall assist Contractor for arranging necessary entry permits, if required, for personnel belonging to Contractor and their subcontractors engaged with the consent of Company, provided Contractor gives full particulars of such personnel in advance. However the primary obligation in this regard shall be on Contractor and Company shall provide necessary documents only.
- 6.2 <u>Security</u>: Company shall organize all possible help from local government/ administration to Contractor personnel and equipment in case of natural disasters, civil disturbances and epidemics. Camp security personnel (chowkiders) etc. as well as all security (including Contractor's equipment and personnel) will, however, be the responsibility of Contractor.
- 6.3 <u>Crane service/Transport vehicles</u>: OIL will provide crane and transportation (for Inter-location movement and movement between OIL administered areas) of the Contractor's equipment and also for transfer/handling of Contractor's material, equipment at well site "free of charge". The loading, unloading and transportation shall be done at Contractor's supervision and risk. OIL shall not be responsible for any damage during handling & transit.
- 6.4 <u>Well-site Accommodation</u>: Company shall provide only bunk houses to accommodate only 6 personnel at well site without cooking facilities. Well site canteen facilities are available at well site which will be extended to contractor personnel on chargeable basis.
- 6.5 Office facility at Jodhpur: The Contractor may make a base office at Jodhpur for ease of business with the Company . This may be used for servicing the Mud motors and calibrating the sensors and other repairing jobs of minor nature. Contractor may install a power torque unit at its own expense for the repair jobs.
- 6.6 <u>Well Site Communication facility</u>: Company shall provide Internet facility and IP (Internet Protocol) telephone "free of charge" at well site.
- 6.7. <u>Medical Facility:</u> The chartered hired rig contractor will hire a registered medical practitioner who will attend to emergency medical needs.
- 6.8 Storage Space for TOOL / Equipment / Consumables: The Company will provide a bunk house to be used as work station and another bunk house as ware house to keep tools. The safety and security of directional tools and electronic items shall be the responsibility of the contractor.

- 6.9 **WORK SHOP FACILITY**: Company cannot extend the in-house workshop facility at Jodhpur so the contractor to arrange for the same. The contractor may develop a workshop at its office facility at Jodhpur but the cost of the same has to be borne by the contractor.
- 7.0 OPERATING & RENTAL DAY RATE CHARGES: The Contractor is required to mobilize 3(Three) set of tools & equipment (i.e. one set for 17.1/2" hole, 12.1/4" and another set for 8.1/2" hole). At any stage of operation in 17.1/2", 12.1/4" or in 8.1/2" the operating & rental day rate charges shall be applicable to the particular one set of tool only. For example, during drilling of 8.1/2" hole, the operating & rental day rate charges shall be payable to the 8.1/2" tools & equipment only. No charges whatsoever shall be applicable for the 12.1/4" tools & equipment.
- 8.0 PERFORMANCE OF WORK: The Contractor shall submit daily reports to Company detailing progress of different operations as per the scope of the work at 9:00 AM on every day. The Company, at its option may change the periodicity of such reports. In addition, Contractor shall submit the complete job report (with all pertinent details to serve permanent record) within 15 (fifteen) days from the date of completion of each individual job. The manner and the speed of execution and maintenance of the operations are to be conducted in a manner to the satisfaction of the Company's representative. Should the rate of progress of the operations or any part of them be at any time too slow in the opinion of the Company's representative, (to ensure completion of the operations within schedule) Company's representative may so notify the Contractor in writing. The Contractor shall reply to the written notice giving details of the measures, which he proposes to take to expedite the operations. If no satisfactory reply to Company's notice is received in seven days, Company shall be free to take necessary actions as deemed fit.

9.0 **LABOUR**

9.1 The recruitment of the labor, if required, shall be met from the areas of operation and wages will be according to the rates prevalent at the time, which can be obtained from the District Authorities of the area. The facilities to be given to the laborers' should conform to the provisions of labor laws as per Contract Labour (Regulation and Abolition) Act, 1970.

10.0 **SAFETY**:

- 10.1 The Contractor shall take all measures necessary to protect the personnel, work and facilities and shall observe safety rules and regulations as per Oil Mines Regulation. No smoking or open flame shall be permitted on the operation site and nearby, except in areas marked by the Contractor and approved in writing by the Company.
- 10.2 The Contractor shall report, as soon as possible, any evidence, which may indicate or is likely to lead to an abnormal or dangerous situation and then immediately take the first emergency control steps conforming to good operation practice and safety regulations.
- 10.3 The Contractor shall have a complete Safety Manual that will be available in the work site at all points of time and readily accessible.

11.0 PROTECTION OF PROPERTY AND EXISTING FACILITIES

11.1 The Contractor shall perform each work in such a manner as will prevent damage to the Company's property and conform to and be consistent with, and not to interfere in any way with continuous and safe operational practices for the well

12.0 **CUSTOMS DUTY**

- 12.1 Company shall use the Drilling units/tools with the Services under the Contract in nominated blocks or NELP/other eligible blocks and therefore, as specified in SI. No 357(A) table List-34 (condition No. 40 A) of Notification No. 12/2016 Customs dated 01.03.2016 for items imported in connection with petroleum operations under this Contract would attract zero customs duty. Company will issue Recommendatory Letter to Directorate General of Hydrocarbons (DGH), Ministry of Petroleum & Natural Gas, as per Government guidelines for issuance of Essentiality Certificate (EC) from Directorate General of Hydrocarbons, to enable the Contractor to import goods at concessional (Nil) customs duty so as to provide the services under this Contract provided these goods are specified in the List- 34 of the aforesaid Notification.
- 12.2 Bidder should provide the list of items to be imported by them under the Contract in the format specified in **Proforma-A** along with their bid for issuance of Recommendatory Letter to DGH. Contractor shall made written request to Company immediately after shipment of the goods indicated by them in **Proforma-A**, along with the Invoices and all shipping documents (with clear 15 working days notice) requesting Company for issuance of the Recommendatory Letter. OIL shall issue the Recommendatory Letter provided all the documents submitted by the Contractor are found in order as per contract. It shall be however, Contractor's responsibility to obtain EC from DGH and clear the goods through customs. OIL shall not be liable in whatsoever manner for the rejection of their claims for zero customs duty by any of the authorities including DGH. Contractor shall indemnify OIL from all liabilities of Customs Duty.
- 12.3 All imports and import clearances under the contract shall be done by the contractor and OIL shall not provide any assistance in this regard. Any demurrage charge, as may be levied by the custom authority on account of delayed clearance of the imported goods, shall be borne solely by the Contractor.
- **12.4** However, in the event customs duty becomes leviable during the course of contract, but before the schedule date of mobilisation, arising out of a change in the policy of the Government, Company shall be liable for payment of the customs duties leviable in India on Contractor's items as provided in Proforma-A or the actuals whichever is less, provided Contractor furnishes all necessary documents indicating estimated customs duty at least 10 days in advance. Such payment of Customs Duty shall be arranged by Company and made available to the representatives of Contractor at Kolkata within 3 working days after 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 mobilisation 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. Notwithstanding above, custom duty leviable on account of change of policy of the Government after last day of schedule mobilisation period, shall be on Contractor's account and OIL shall not be liable to pay any custom duty thereafter.

- 12.5 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 and 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.
- 12.6 **DEMOBILISATION & RE-EXPORT**: The Contractor shall arrange for and execute demobilization of the entire 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 its including manpower and accessories/equipment, the re-export accessories/equipment, unutilized spares and consumables at the cost of the contractor. Demobilization shall be completed by Contractor within 30 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 detail re-export documents to Company as documentary proof of reexporting 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 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.
- 12.6.1 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.
- 12.6.2 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 after completion of contractual obligation after observing all the formalities/rules as per Customs Act or any other relevant Act of Govt. of India applicable on the subject". 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.
- 12.6.3 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 LOSS OR DAMAGE OF SUB-SURFACE EQUIPMENT:

Notwithstanding any provision under this contract to the contrary, Company shall assume liability except in the event of gross negligence on the part of the contractor for loss or damage to the contractor's sub-surface 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 produces documentary evidence that the particular equipment/ tool is question is not covered by contractor's insurance. For such claims contractor shall notify Company within one month. The inspection of recovered from downhole need to be made by Company Representative before submission of the invoice by contractor.

DATA INTERPRETATION: Since all data interpretations are based on inference from electrical or other measurements, Contractor cannot and does not guarantee the accuracy or correctness of any interpretation and Company agrees that Contractor shall not be liable or responsible except for the case of gross negligence on Contractor or his sub-contractors part, for any loss, cost, damage or expense incurred or sustained by Company resulting directly or indirectly from any interpretation made by Contractor or any of its agents, servants, officers or employees. Should any such interpretation or recommendation be relied upon as the sole basis for any drilling, completion, well treatment or production decision or any procedure involving any risk to the safety of any drilling ventures, drilling rig, or its crew or any other individual, Company agrees that under no circumstances shall Contractor be liable for any consequential loss or damages on this account except in case of willful negligence.

END OF SECTION- III

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Part-3 SECTION - IV SCHEDULE OF RATES (PACKAGE - I)

1.0 The bidders must quote the rates in their price bids as per the attached Price-Bid Format. The payment shall be made for the actual work done. All Day Rate Charges shall be pro-rated to nearest hour.

(A) MOBILIZATION/INTERIM-MOBILIZATION CHARGES OF TOOLS / EQUIPMENT:

i) Mobilization charges as lump sum amount against individual set of tool(s)/equipment including manpower will be payable for each hole section when all equipment/tools (free of defects/ encumbrances) and OIL approved operating personnel for that particular section are positioned at Company's designated site and duly certified by the Company representative which shall be no later than 03 working days from the date of arrival.

Note: OIL will certify within 03 working days for first mobilization. However, for successive re mobilization, certification will not be necessary, but OIL may inspect the tools/equipment for each re mobilization.

- ii) Mobilization charges should cover local and foreign costs to be incurred by the Contractors to mobilize the equipment to the mobilization point as decided by OIL and should include all duties including all local and foreign taxes, port fees/charges including demurrage (if any) and inland transport to the mobilization point as decided by OIL etc. (on the items declared in Proforma- A), except customs duty, which will be to OIL's account, if applicable.
- iii) The Company will issue necessary recommendatory letter for EC as required for custom clearance as the service will be used in PEL/ML area, only on receipt of request from the Contractor and all such requests must be made by the Contractor well in advance, so that the Company can make necessary arrangements for providing the documents in time without causing any delay for the customs/port clearance.
- iv) Mobilization charge will not be released on the basis of arrival of individual tool/equipment although there will be individual mobilization charges (lump sum) for different tool/equipment. Mobilization will be considered to be completed only after following conditions from (a) to (e) (without any exception) are met with.
 - a) All tools & equipment (surface & sub surface) as per contractual obligation (technical Spec. & quantity wise) arrive at OIL's designated site, unless specified by OIL.
 - b) Tool/Equipment arrive at OIL's designated site as per "General Terms and Conditions of Contract" in Section-I, Clause No. 2.2 (i), (ii) & (iv) for commencing directional drilling activity.
 - c) All relevant documents (technical specification, drawing, vintage, Make, Model etc.) of each & every tool & equipment are to be made available (as per contractual obligation) by Contractor for scrutiny by OIL.

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- d) All relevant documents are found to be technically acceptable by OIL on scrutiny.
- e) Company issues acceptance of tools & equipment in writing. This "acceptance/clearance" certificate will be provisional in nature till performances of tool / equipment are established in operation.

Note:

Mobilization charges shall not exceed 1% of the total quoted value in the Price Bid format except Consumables (G). However, Mobilization charges if quoted in excess of 1% total quoted value, the excess amount shall be withheld from the first invoice and shall be paid at the end of the contract.

Interim Mobilization charges should not exceed 50 % of the quoted unit Mobilization charge for the respective item in the Price Bid format. However, Interim Mobilization charges if quoted in excess, the excess amount shall withheld from the invoice and shall be paid at the end of the contract.

However each down hole tool / equipment should have sufficient number of back- up tool / equipment/spares/consumables for ensuring un-interrupted directional drilling activity.

(B) DE-MOBILIZATION/INTERIM DE-MOBILIZATION CHARGES OF TOOLS/EQUIPMENT:

- i) The Contractor shall arrange for and execute demobilization of their Tools/Equipment/Spare/Accessories (one or more) etc. upon receipt of notice from the Company. For de-Mobilization Contractor shall bear all such costs/charges, if any towards the same from drilling location to Contractor's base and the same will be guided by as per "General Terms and Conditions of Contract" in Section-I, Clause No. 2.2(iii) & (v).
- ii) All rates on Tools/Equipment/Spare/Accessories etc. shall cease to exist with effect from the day the Contractor is issued de-mobilization notice by Company. No charges whatsoever will be payable with effect from the date of notice to demobilization.
- iii) Company shall give notice to Contractor to commence demobilization. This shall be applicable with immediate effect. No other charges shall be payable after issuance of de-mobilization letter. However after final demobilization the contractor will ensure that demobilization is completed and Company's worksite is cleared-off Contractor's property within 03 (three) weeks of notice from the Company, failing which, de-mobilization charge may be held up.
- iv) Demobilization charges will be payable on clearance of all the equipment from Indian Port/ Custom authorities for re-export of equipment to Contractors base. However, OIL shall not be obliged to pay demobilization charges of unit/equipment, if on completion of Contract/ termination, Contractor does not remove its tools from the area of last operation and also if the Contractor commences operation against any other contract(s) for other operators. All charges connected with demobilization including all fees, duties and taxes in relation thereto, insurance and freight within India or on export/re-export outside India will be to Contractor's account.
- v) Upon completion of duration of the contract, the contractor shall submit

their last invoice for payment along with any document(s) as required by the Indian laws and asked for by the Company to enable release of payment

- vi) In case of temporary suspension of Company's activity due to operational reasons, the Company retains the right to Interim De-Mobilize of Contractor's Equipment & Tools(as required- 8.5" or 6") and Re-Mobilize the consignment when operations recommence. 30(Thirty) Days period for Re-Mobilization shall be provided from date of Re-Mobilization Notice.
- vii) No other Charges on any account will be payable from the time the De-Mobilization notice is issued till Re-Mobilization is completed under Company's advice.

NOTE:

- De-Mobilization charges should not be less than 1% of the total quoted value in the Price Bid format except Consumables (G). If De-mobilization is quoted in deficit or less than 1% of total quoted value, the deficit amount shall be withheld from the first invoice and the same will be paid at the end of the contract alongwith Demobilization charges.
- Interim De-mobilization charges should not exceed 50 % of the quoted unit De-Mobilization charge for the respective item in the Price Bid format. However, Interim Mobilization charges if quoted in excess, the excess amount shall be withheld from the invoice and shall be paid at the end of the contract.

(C) OPERATIONAL CHARGES OF (TOOLS & EQUIPMENT INCLUDING MANPOWER):

- i) Under the contract, Contractor shall be entitled to a day rate as detailed below. These rates are inclusive of spares and consumables etc. if required (including spares for running repairs and maintenance of RSS SDMM-MWD- LWD and JARS) for the successful completion of the work.
- ii) During tripping in, Operating Charges shall be payable for all tools/equipment/ liner setting tool including manpower provided the tools are 100m below the rotary table in the well including surface testing as defined below, and will be pro-rated to the nearest hour.

Surface Testing is defined as function testing of all tools/equipment of BHA below rotary table.

During tripping out operation, operating charges for all tools/equipment/ liner setting tool including manpower will be payable only upto 150m below the rotary table.

DURING APPLICABLE OPERATING PERIOD MENTIONED ABOVE, ONLY OPERATING CHARGES SHALL BE PAYABLE AND NO OTHER CHARGES SHALL BE APPLICABLE. DURING NON OPERATING PERIOD ONLY STANDBY CHARGES SHALL BE PAYABLE. BIDDER SHOULD TAKE THIS INTO CONSIDERATION AND QUOTE ACCORDINGLY.

iii) Operating Charges shall also be paid during stuck up / fishing operation for the first 36 hours (per occurrence) beyond which only standby Charges shall be payable. Standby Charges shall cease to be paid from the time OIL decides to call off fishing operations to recover Contractor's tool/equipment from hole and notifies Contractor accordingly.

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- iv) Operating Charges shall be payable with Tool in hole for first 36 hours, per occurrence, in case drilling is stopped due to well activity or mud loss conditions. Standby Charges shall only be payable beyond 36 hours, till normal operation is resumed.
- v) In the event the Contractor's operating crew is not available for operation at any point of time during the period of contract no payment shall be made for such period.
- vi) Zero Rate will be applicable for entire Bottom Hole Assembly, in case of discontinuation/suspension of normal operation (drilling or round trip) leading to pulling out of drill string due to malfunctioning of any one component of Service Provider's BHA. Operating rate for entire Bottom Hole Assembly will cease to be paid under this circumstance.
- vii) Under above circumstances, Zero rate will continue for entire Bottom Hole Assembly for the period starting with pulling out from particular depth through running in till normal (identical) operation is resumed at the same depth. However, any shut down period (such as crew shortage, machinery failure, rig repairing, local bandh etc.) owing to OIL or other reasons (not attributable to Contractor's fault) during the zero rate period will be appropriately deducted from zero rate period.
- viii) Selective Zero rate will be applicable only for those malfunctioning components of BHA, when normal operation (drilling or round-trip) is continued with other functional components of BHA. The Selective Zero rate for non-functional tool will continue from the time of fault detection (down hole) till the drill string is pulled out of hole after completion of normal operation. The functional components of BHA will continue to be paid operating rate under such circumstances.
- ix) When Centrifuge is put on operation during drilling and circulation, Operating charges shall be payable during the period only.
- x) Operating charges for Mud engineer will be payable on actual basis and as per operational requirement.

(D) STAND BY CHARGES OF TOOLS/EQUIPMENT INCLUDING MANPOWER:

- i) A) Stand by charges for tools & equipment/liner hanger setting tool including manpower will be applicable for non-operating period of tools & equipment.
 - B) Once the operating day rate is applicable no Stand by charges will be payable for tools/equipment and manpower for that particular of tools / equipment that is operating.
- ii) During Stand by period, the equipment has to be in fully operating condition, save repair and preventive maintenance with prior permission of OIL.
- iii) Stand by charges shall not be payable once the de-mobilization notice is issued by OIL for any tool(s)/equipment.
- iv) Stand by charges shall be applicable for any tool/equipment of BHA including manpower during the period it lies on surface and during surface testing of same to about 100 meter below rotary table.
- v) If the Contractor withdraws the whole or part of the equipment or any manpower resulting in breakdown of operation, zero Rate will be paid.
- vi) Stand by charges for consignment of Tools / Equipment/Mud Engineer will continue to be payable during "Dismantling of Contractor's facility in one location, Inter-Location movement, Re-Installation & Re-Commissioning of Contractor's facility in next location".
- vii) Stand by charges includes supply of spares & consumables, IFB No. CDG3225P17
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replacement/maintenance cost and any other operational requirement if any during the contractual period. The Contractor must maintain minimum stock of any such regularly required items at the drilling site under their possession to ensure uninterrupted service.

- viii) All other necessary equipment, tools and accessories etc. will be provided by the Contractor for due performance of the intended services without any additional rental charges to Company.
- ix) Stand by charges will be payable for full day or part thereof on pro-rata basis up to the nearest hour.
- x) If, Contractor's tool /equipment fails to perform, for any reason, attributable to the Contractor in the duration of operation, then no Stand by charges for the down hole tools shall become payable until the equipment/tool is put back in to operating condition or evidenced by demonstration of operation in actual tests or use to the satisfaction of OIL.
- xi) If a particular tool / equipment (with one additional back up) are found to be non-functional during operation in first well after initial mobilization thereby causing total shut down of operation, in that case neither operating rate nor Stand by charges will be applicable from the date of receipt of entire consignment of different tool/equipment at OIL designated site. Also, the Contractor shall commit themselves to replace the defective tool / equipment with the same specification (as per contract) within a very short period.
- xii) Contractor can withdraw their manpower during non-operating period at their own cost, subjected to ensuring their availability once operation starts.

NOTE:

Standby charges of each tools/ equipment/ Liner hanger setting tool (applicable for all sizes & call out services) should not exceed 50% of the quoted operating Unit rate for the respective tools/ equipment in the Price Bid.

(E) FORCE MAJEURE RATE:

- i) Force majeure conditions are defined in Clause 11.0 of Section -I, "General Terms and Conditions" of this Contract.
- ii) All rates shown in Schedule of Rates shall be restricted to 50% of Stand by charges for the service being provided by Contractor at the time of occurrence of force majeure situation. This will be considered as FORCE MAJEURE RATE under all conditions.
- iii) The Force Majeure Rate shall be payable during the first 10 days period of force majeure situation. No payment would apply after expiry of ten (10) days force majeure period, unless otherwise agreed to.

(F) ZERO RATE:

Notwithstanding any provision in the contract, no charges (Stand by charges, operating for tools/equipment including personnel) shall be payable for the period, the job or activity assigned to the Contractor is halted due to break- down of Contractor's tools/equipment, non-availability of personnel, spares or any other reasons whatsoever attributable to the Contractor.

2.0 GENERAL NOTE:

- i) Bidders should indicate name and address of their Indian agent if any and also should specify the percentage of commission if any involved and it should be included in the quoted rates. In case no Indian agent commission is involved then should be shown as "NIL".
- ii) Bidder should submit the list of items with CIF value to be imported into India in IFB No. CDG3225P17

- connection with execution of this contract as per Proforma-A.
- iii) From the Proforma, 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 BID FORMAT" as CIF (RE-EX).
- iv) 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 BID FORMAT" as CIF (CONSUMABLES).
- v) Operating rate for SDMM/RSS and accessories shall be applicable only after Below Rotary Table (BRT). No separate charges are applicable for stabilizers.
- vi) Directional BHA making including surface testing time should be limited to 4 hrs max. Beyond 4 hrs, zero rate will applicable. However, in case of the delay beyond 4 hrs on account of rig will not on the service provider.
- vii) For all call out tools, all terms viz: operating, standby and zero rate etc will be guided by the above SCHEDULE OF RATES.

SCHEDULE OF RATES (PACKAGE - II)

- 1.0 The bidders must quote the rates in their price bids as per the attached Price-Bid Format: The payment shall be made for the actual work done. All Day Rate Charges shall be pro-rated to nearest hour.
- (A) DATA GATHERING, STUDY, WELL DESIGN, RIG INSPECTION PREPARATION AND SUBMISSION OF REPORT: The charges for "DATA GATHERING, STUDY, WELL DESIGN, RIG INSPECTION, PREPARATION & SUBMISSION OF REPORT" will be payable after submission of design for three wells. Charges for the design phase shall not exceed 5% of the evaluated contract value of the main items (excluding optional items).

(B) MOBILIZATION CHARGES OF TOOLS / EQUIPMENT TO FIRST WELL:

- i) Mobilization charges as lump sum amount against individual tool/equipment will be payable when all equipment/tools (free of defects/encumbrances) and operating personnel are positioned at Company's designated site and duly certified by the Company representative which shall be no later than 7 working days from the date of arrival at the mobilization point_regarding readiness of the equipment & personnel to undertake / commence the work assigned under the contract.
- ii) Mobilization charges should cover local and foreign costs to be incurred by the Contractors to mobilize the equipment to the first location and should include all duties including all local and foreign taxes, port fees/charges including demurrage (if any) and inland transport to the operation base etc. (on the items declared in Proforma- A), except customs duty.
- Mobilisation charges for Resistivity Tool and 7" Liner Hanger Setting Tool, Thermal Packer: Since the Liner Hanger Setting Tool is not required in the very beginning of the contract, the same shall be mobilized as defined in Clause No. 2.2(ii) of Section I. The mobilization charges for this tool shall be payable after completion of mobilization of same.
- The Company will provide all necessary documents as required for custom clearance, only on receipt of request from the Contractor and all such requests must be made by the Contractor well in advance, so that the Company can make necessary arrangements for providing the documents in time without causing any delay for the customs/port clearance.

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- v) Mobilization charges "B" of the price-format should not exceed 5 % of the evaluated contract value of the main items (excluding optional items).
- vi) Mobilization charge will not be released on the basis of arrival of individual tool/equipment/consumables/Chemicals, although there will be individual mobilization charge (lumpsum) for different tool/equipment/consumables/Chemicals (described in the above schedule of rates). Mobilization will be considered to be completed only after following conditions from (a) to (f) (without any exception) are met with.
 - a) All tools & equipment (surface & sub surface) as per contractual obligation (technical Spec. & quantity wise) arrive at OIL's designated site.
 - b) Tool/Equipment/Consumables/Chemicals arrive at OIL's designated site as per "General Terms and Conditions of Contract" in Section-I, Clause No. 2.2(ii) (a, b, c, d) for commencing Horizontal drilling activity in the first location.
 - c) All relevant documents (technical specification, drawing, vintage, Make, Model etc.) of each & every tool & equipment are made available (as per contractual obligation) by Contractor for scrutiny by OIL.
 - d) All relevant documents are found to be technically acceptable by OIL on scrutiny.
 - e) Company issues acceptance/clearance certificate for all tools & equipment in writing. This "acceptance / clearance" certificate will be provisional in nature till performances of tool/ equipment are established in operation.
 - a) Mobilization charges will be payable for individual tool/ equipment (one no. only). However each down hole tool/equipment should have sufficient number of back- up tool/equipment/spares/consumables for ensuring un-interrupted horizontal drilling activity. Similarly the solid control system (Centrifuge / Linear Motion Shale Shaker along with desander, desilter/mud cleaner) should have adequate spares & consumables for trouble free operation.
- vii) There will be no mobilization charge / operating charge / stand by charge / Rental charge payable on "Power Torque Unit". The service from this particular equipment will be utilized by the Contractor for maintenance of their down hole tool (RSS/SDMM/MWD/Jar/Resistivity).

(C) DE-MOBILIZATION CHARGES OF TOOLS/ EQUIPMENT FROM LAST WELL:

- i) The Contractor shall arrange for and execute demobilization of their entire package of Tools/Equipment / Spare/Accessories etc. upon receipt of notice from the Company. De-Mobilization will indicate completion/termination of the contract and Contractor shall bear all such costs/charges, if any towards the same from the last drilling location to Contractor's base.
- ii) All rates on Tools/Equipment/Spare/Accessories etc. shall cease to exist with effect from the day the Contractor is issued de-mobilization notice by Company. No charges whatsoever will be payable with effect from the date of notice to demobilization.
- iii) Company shall give notice to Contractor to commence demobilization. Contractor will ensure that demobilization is completed and Company's worksite is cleared-off Contractor's property within 21 (twenty one) days of notice from the Company.

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- i) All charges connected with demobilization including all fees, duties and taxes in relation thereto, insurance and freight within India or on export/re-export outside India will be to Contractor's account.
- ii) Upon completion of duration of the contract, the contractor shall submit their last invoice for payment along with any document(s) as required by the Indian laws and asked for by the Company to enable release of payment
 - vi) The **De-Mobilization Charges** 'C' of the price format should not exceed 2% of the total estimated contract value.
 - vii) Interim demobilization will not indicate the termination of contract. Contractor to quote for the interim demobilization and interim remobilization rates.

(D) INTERIM DE-MOBILIZATION & RE-MOBILIZATION CHARGES:

- i) The bidder is required to quote Interim De-Mobilization & Re-Mobilization Charges (combined) covering individual tool/ equipment. In case of need for temporary suspension of Company's activity due to operational reasons, the Company retains the right to De-Mobilize Contractor's Equipment & Tools and Re-Mobilize the consignment when well operations recommence. In such an event these charges are payable. Minimum 30 Days period for Re-Mobilization shall be provided from date of Interim De-Mobilization Notice.
- ii) **No other Charges** on any account will be payable from the time the Interim De-Mobilization notice is issued till Re-Mobilization is completed under Company's advice.

(E) OPERATIONAL CHARGES OF TOOLS & EQUIPMENT:

Under the contract, Contractor shall be entitled to a day rate as detailed below. These rates are inclusive of spares and consumables etc. if required (including spares for running repairs and maintenance of SDMM-MWD and JARS etc.) for the successful completion of the work.

i) Operational Day Rate Charges shall be payable for all tools/equipment except "Centrifuge, Linear Motion Shale Shaker with Desander & Desilter/ Mud Cleaner and Mud Engineering Equipment" for the period, the tools are below the rotary table in the well excluding surface testing as defined below, and will be pro-rated to the nearest hour.

Surface Testing is defined as function testing of all tools/equipment of BHA to about 100 meter below rotary table.

During applicable operating period mentioned above, both operating charges as well as rental charges will be payable. Bidder should take this into consideration and quote the operating rate / charge accordingly (i.e. Deducting rental charges from the generally quoted operating charge where only operating charge is applicable during operating period).

For Example: suppose Operating charge of 1500 \$/ day \$ Standby charge of 900 \$/ day is generally quoted, then in this tender Operating charge should be considered as 1500 - 900 = 600 \$/day because during applicable operating period (as per the terms \$ conditions of the tender) Operating Charge will be considered as Rental charge of 900 \$/day plus (+) Operating charge of 600\$/day (i.e. for operating period: 900 + 600 = 1500 \$ / day).

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- operational Day Rate Charges shall also be paid during stuck up / fishing operation for the first 48 hours (per occurrence) beyond which only Rental Charges shall be payable. Rental Charges shall cease to be paid from the time OIL decides to call off fishing operations to recover Contractor's tool/equipment from hole and notifies Contractor accordingly.
- iii) Operational Day Rate Charges shall be payable with Tool in hole for first 72 hours, per occurrence, in case drilling is stopped due to well activity and mud loss conditions. Rental Charges shall only be payable beyond 72 hours, till normal operation is resumed.
- iv) In the event the Contractor's operating crew is not available for operation at any time during the period of contract no payment shall be made for such period.
- v) For reasons attributable to the Company, the Contractor shall not be penalized.
- vi) Operating Day Rate Charges shall not be payable for any tool/equipment of BHA if it fails to function below R/Table after "Surface Testing".
- vii) Zero Rate will be applicable for entire Bottom Hole Assembly, in case of discontinuation / suspension of normal operation (drilling or round trip) leading to pulling out of drill string due to malfunctioning of any one component (i.e. MWD or SDMM or Gamma or Resistivity or Jar or RSS) of BHA. Operating rate for entire Bottom Hole Assembly will cease to be paid under this circumstance.
- viii) Under above circumstances, Zero rate will continue for entire Bottom Hole Assembly for the period starting with pulling out from particular depth through running in till normal (identical) operation is resumed at the same depth. However, any shut down period (such as crew shortage, machinery failure, rig repairing, local bandh etc.) owing to OIL or other reasons (not attributable to Contractor's fault) during the zero rate period will be appropriately deducted from zero rate period.
- ix) Selective Zero rate will be applicable only for those malfunctioning components of BHA, when normal operation (drilling or round-trip) is continued with other functional components of BHA. The Selective Zero rate for non functional tool will continue from the time of fault detection (down hole) till the drill string is pulled out of hole after completion of normal operation. The functional components of BHA will continue to be paid operating rate under such circumstances.
- x) The operational day rate charges will be applicable as per "Special Terms and Conditions of Contract", Section III, Clause No.7.0.

(F) RENTAL DAY RATE CHARGES OF TOOLS / EQUIPMENT:

- i) After the completion of mobilization, the Rental day charges shall be payable for the period, the Contractor's tool /equipment including Centrifuge, Linear Motion Shale Shaker with Desander & Desilter/Mud Cleaner, Mud Engineering Equipment and Resistivity calibration & verification Tool remain standby (i.e. tools are not below the rotary table including Surface testing)
- ii) During Rental Day Rate period the equipment has to be in fully operating condition, have repair and preventive maintenance with prior permission of OIL.
- iii) Rental Day Rate Charges shall not be payable once the de-mobilization notice is issued by OIL for any tool/equipment.
- iv) Rental Day Rate Charges shall be applicable for any tool/equipment of BHA during the period it lies on surface and during surface testing of same to about 100 meter below rotary table
- v) The surface testing of BHA will be considered to have started with effect from the time, the bit is out of hole during pulling out in order to run in BHA for next down hole operation. The "Rental day rate Charge" for BHA comprising of IFB No. CDG3225P17

SDMM/Jar/ MWD/Resistivity/NMDC/RSS etc. during "surface testing" will be limited to 12 hours (maximum). No "Rental Day Rate Charge" is payable for entire BHA during "surface testing" period exceeding 12 hours till BHA is run into hole below 100 meters, when "Operating Charge" is applicable.

The "surface testing" period will exclusively deal with activity performed by Contractor. The time consumed by OIL's activity (rig maintenance, crew related issue, any surface or sub surface activity etc.) during "surface testing" period will be excluded in calculating "surface testing" period.

- vi) Rental Day Rate Charges shall not be payable for any tool/equipment (if it fails to function in hole to OIL's satisfaction) during the period, from the day of last successful operation to the very beginning of the next successful operation only after all the tools available with the Contractor including back-up tools fails in the first run. Zero stand-by rates for the personnel shall be applicable after 48 hrs of occurrence of failure of each tool, including back-up tools.
- vii) If the Contractor withdraws the whole or part of the equipment or any manpower resulting in breakdown of operation, the Rental Day Rate Charges will not be paid.
- viii) Rental Day Rate Charges for complete consignment of Tools / Equipment will continue to be payable during "Dismantling of Contractor's facility in one location, Inter-Location movement, Re-Installation & Re-Commissioning of Contractor's facility in next location".
- ix) Rental Day Rate Charges include supply of spares & consumables, replacement/maintenance cost and any other operational requirement if any during the contractual period. The Contractor must maintain minimum stock of any such regularly required items at the drilling site under their possession to ensure uninterrupted service.
- x) All other necessary equipment, tools and accessories etc. will be provided by the Contractor for due performance of the intended services without any additional rental charges to Company.
- xi) Rental Day Rate Charges will be payable for full day or part thereof on pro-rata basis up to the nearest hour.
- xii) If, Contractor's tool /equipment fails to perform, for any reason, attributable to the Contractor in the duration of operation, then no Rental Day Charges for the down hole tools shall become payable until the equipment/tool is put back in to operating condition or evidenced by demonstration of operation in actual tests or use to the satisfaction of OIL.
- xiii) Rental Day Rate Charges shall be payable during the entire contract period. Additionally Operational Day Rate Charges shall be paid once the tools are below the rotary table after successful surface testing.
- xiv) Rental Day Rate for individual item (prior to operating rate) will not be applicable till complete mobilization of entire set of different tool/equipment is affected as defined by Clause No. B-vi.
- xv) If the particular tool / equipment are found to be non functional during operation in the first well thereby causing total shut down of operation, in that case neither operating rate nor rental rate will be applicable from the date of receipt of entire consignment of different tool/equipment at OIL designated site. Also, the Contractor shall commit them to replace the defective tool / equipment with the same specification (as per contract) within a very short period.
- xvi) The Rental Day Rate charges will be applicable as per "Special Terms and Conditions of Contract" in Section-III, Clause No.7.0.

(G) <u>RENTAL CHARGES OF LMSS, CENTRIFUGE, MUD ENGINEERING AND LINER</u> HANGER:

- i) Rental Day Rate Charges shall be payable for following equipment: "Centrifuge" 1(One) unit, LMSS with Desander & Desilter/Mud Cleaner 1(One) unit, Mud Engineering Equipment for the entire contract period from the day the Contractor mobilizes those items to Company designated site to the day the Contractor demobilizes it from the last location under Company's advice.
- ii) No other charges, except above shall be payable to Contractor.
- iii) Rental Day Rate Charges shall not be payable for Centrifuge, LMSS with Desander & Desilter and Mud Engineering Equipment in case of failure of respective equipment to perform to OIL's satisfaction.
- iv) Rental Day Rate Charges will not be considered to be effective from the date of mobilization in case, the scheduled operation could not be started in the first well or scheduled operation in any well had to be suspended due to malfunctioning of any tool/equipment (surface or sub surface) attributed to the Contractor.
- v) Rental Day Rate Charges will again be made effective (in case of above circumstances) from the time the normal down hole operation with all functional tool is resumed.

(H) MOBILIZATION CHARGES OF PERSONNEL TO FIRST WELL:

- i) Mobilization charges for each category of skilled Contractor personnel as described in Clause 1.0 of Schedule of Rates will be paid upon arrival of those personnel at Company's designated site for the first well operation under Company's advice. There will be no de-mobilization charges for Contractor personnel after completion of operation in the last well, as advised by OIL.
- ii) Mobilization charges for Personnel will be payable when the operating personnel are at operation base and duly certified by the Company representative regarding their readiness to undertake / commence the work assigned under the contract.

(|) TRAVELING CHARGES OF PERSONNEL FOR CALLOUT SERVICES :

- i) The personnel required for 7" Liner Hanger operation, well completion operation may be utilized on callout basis at the discretion of OIL. These Traveling charges shall be payable upon completion of the respective job.
- ii) Traveling Charges shall be a "LUMP SUM" amount for each call covering all enroute expenses including but not limited to round trip airfares to operational site, travel time cost etc.
- iii) Traveling Charges shall be payable when the operating personnel are at well site/company designated area to undertake/commence the work assigned under the contract.

(J) OPERATIONAL CHARGES FOR PERSONNEL:

- i) Operational Charges shall be payable to the respective personnel for the period, the tools are below the rotary table in the well and as long as their services are used for the operation. The operational Charges will be pro-rated to the nearest hour.
- ii) In case of stuck-up/fishing operation with tools below rotary table, Operational Charges shall not be payable to Directional Driller, MWD/LWD Engineer who handle "SDMM/Stabilizer/Jar" and "MWD/Gamma/Resistivity/Pulser" Tool respectively.
- iii) In case of stuck-up/fishing operation ,Operational Charges shall be payable to the Mud Engineering Personnel, Centrifuge operator and LMSS(with Desander

- & Desilter) operator only for the first 48 hours (per occurrence) beyond which Standby Charges shall be payable.
- iv) In case drilling is stopped due to well activity and mud loss conditions, Operational Charges shall be applicable to all operating personnel up to maximum of 72 hours, per occurrences, beyond which only Standby Charges shall be payable. In the event the Contractor's operating crew is not available for operation at any time during the period of contract no payment shall be made for such period. For reasons attributable to the Company, the Contractor shall not be penalized.
- v) Operational Charges shall not be payable to MWD/LWD engineer in case of malfunctioning of MWD/ Gamma/ Resistivity/Pulser/RSS tool below rotary table after surface testing (during drilling or running in) or malfunctioning of surface computer for decoding pulser transmitted data from down hole.
- vi) Operational Charges shall not be payable to Directional Driller incase of malfunctioning of RSS/SDMM/ Stabilizer/ Jar tool below rotary table after surface testing (during drilling or running in) or incase of decision to suspend normal operation and to pull out the drill string due to malfunctioning of RSS/MWD/Gamma/Resistivity/Pulser tool below rotary table.

(K) <u>STAND-BY CHARGES FOR PERSONNEL</u>:

- i) Stand-by charge for personnel are payable when the personnel will not be operational under the following conditions:
 - a) Contractor's equipment is defect-free and ready to undertake job but next location is not ready/ available for operation.
 - b) Contractor's equipment along with the personnel required for maintaining the equipment is mobilized to well site but the well is not ready/ available due to problem in drilling rig or other problems.
- ii) If the Contractor withdraws the whole or part of the equipment or any manpower resulting in breakdown of operation, the Stand-by Charges will not be paid.
- iii) Standby Charges shall not be payable after 24 hours of OIL issuing the notice or personnel leaving the well site, whichever is earlier."
- iv) Standby Charges is not payable during the operation of Tools.
- v) Standby Charges will be payable in case of stuck-up / fishing operation with tools below rotary table (as defined in relevant clause).

(L) INTERIM DE-MOBILIZATION CHARGES OF PERSONNEL:

i) Interim De-Mobilization Charges are payable to Contractor personnel as and when Company issues notification to this effect. No other Charges shall be payable to the personnel after Interim De-Mobilization notice is issued.

(M) INTERIM RE-MOBILIZATION CHARGES OF PERSONNEL:

- i) Interim Re-Mobilization Charges are payable to Contractor Personnel as and when Company issues notification to this effect.
- ii) Interim Re-Mobilization Charges are payable to Contractor personnel upon their arrival at Rig Site or Company designated site and their readiness to carry out assigned job.

(N) COST OF CONSUMABLES:

The bidders are required to quote various consumables showing item-wise quantity, rate, CIF and Landed Cost at Baghewala, Rig Site as per the format given below. The IFB No. CDG3225P17

total consumption charges of each category of item (viz. Stand-Off Band & Stop Collar, 7" Liner Hanger with Thermal Packer, Chemicals, Gas Lift Valve with inflatable Packer (2.7/8" or 3.1/2" tubing X 9.5/8" Casing) etc. should match with the value shown in the Price-Bid Format given in Proforma - B.

(O) FORCE MAJEURE CHARGES:

<u>DAY RATE & RENTAL FOR TOOLS / EQUIPMENT / PERSONNEL DURING FORCE MAJEURE:</u>

- i) Force majeure conditions are defined in Clause 11.0 of Section -I, "General Terms and Conditions" of this Contract.
- ii) All rates shown in Schedule of Rates shown above shall be restricted to 50% of respective charges for the service being provided by Contractor at the time of occurrence of force majeure situation.

This will be considered as FORCE MAJEURE RATE.

iii) The Force Majeure Rate shall be payable during the first 15 days period of force majeure situation in case of all operations. No payment shall accrue to the Contractor beyond the first 15 days period unless mutually agreed upon.

2.0 **ZERO RATE**:

Notwithstanding any provision in the contract, no charges (rental, standby, operating for tools/equipments and personnel) shall be payable for the period, the job or activity assigned to the Contractor is halted due to break-down of Contractor's tools/equipment, non-availability of key personnel or for any other reason whatsoever attributable to the Contractor.

3.0 <u>Mobilization of additional no. of tools / equipment / Consumables</u>: Contractor will be required to mobilize additional no. of tool/ equipment/consumables during the course of the contract (initial phase & extension phase) depending upon operational requirement at same rate/ terms & conditions of original contract.

However, Mobilization of additional consumables will be under same rate / terms & conditions as per original contract. There will be no additional mobilization charges against consumables.

OIL will have the option to mobilize additional no. of tools / equipment / consumables not as a package but on selective basis depending upon operational requirement. Engagement period of this additional no. of tools / equipment shall be decided based on operational requirement. Various charges for this additional activity under respective heading (such as operating rate, stand-by rate, rental etc. etc.) will be payable under same rate / terms & conditions of original contract.

4.0 MOBILIZATION OF ADDITIONAL CHEMICALS:

Contractor will initially mobilize the consignment of chemical as per the quantity specified in the initial phase of the Contract. Similarly Contractor will mobilize the consignment of chemical as per the quantity specified in the extension phase of the Contract in case the Contract is extended. However additional amount of chemical may be required to be mobilized to meet operational requirement during initial phase of the contract. Contractor shall agree to supply the chemicals as per same rate quoted in the initial phase of the contract for two wells.

5.0 **CHARGES OF OPTIONAL ITEMS**:

- (A) Contractor shall provide 17.1/2" tools (Motor and MWD-with Gamma without resistivity) at the same day rate as indicated in the Schedule of Rates in Para 1.0 above plus the mobilization charges from the nearest base of the Contractor where the Tools sizes are available.
- (B) Contractor shall provide 12.1/4" and 8.1/2" tools (Motor and MWD-with Gamma with resistivity) at the same day rate as indicated in the Schedule of Rates in Para 1.0 above plus the mobilization charges from the nearest base of the Contractor where the Tools sizes are available.
- (C) The Whipstock service shall be provided with Gyroscopic Survey System as a complete package. Window milling and running tool should be complete with but not limited to Gauge run assembly and Scrapper. This will be mobilized on call out basis.

SRL NO. PARTICULARS/ACTIVITY UNIT QTY RATE

Whipstock Service:

- 1. 13.3/8" Casing: Complete job with equipment and consumables such as mills, including mob and de-mob, manpower and Gyro setting services Lump sum 2 (Two).
- 2. <u>9.5/8" Casing</u>: Complete job with equipment and consumables such as mills, including mob and de-mob, manpower and Gyro setting services Lump sum 2 (Two).
- 3. <u>7" Casing</u>: Complete job with equipment and consumables such as mills, including mob and de-mob, manpower and Gyro setting services Lump sum 2 (Two)

(C) TRAVELLING CHARGES OF PERSONNEL FOR CALLOUT SERVICES (OPTIONAL) :

- i) The personnel required for Whipstock operation, Gyro operation may be utilized on callout basis at the discretion of OIL. The Travelling charges shall be payable upon completion of the respective job.
- ii) Travelling Charges shall be a "LUMP SUM" amount for each call covering all enroute expenses including but not limited to round trip airfares to operational site, travel time cost etc.
- iii) Travelling Charges shall be payable when the operating personnel are at well site/company designated site to undertake/commence the work assigned under the contract.

(D) CALLOUT SERVICES FOR WINDOW MILL AND GYRO:

- i) The window milling tool with Gauge run assembly and Scrapper and North seeking Gyro tool required for WhipStock operation may be utilized on callout basis at the discretion of OIL. These charges are inclusive of mobilization and de-mobilization of the tool and shall be payable upon completion of the respective job.
- i) Travelling Charges shall be a "LUMP SUM" amount for each callout.
- iii) Call out Charges shall be payable when the tools are at well site to undertake/commence the work assigned under the contract.

GENERAL NOTE:

- i) Bidders should indicate name and address of their Indian agent if any and also should specify the percentage of commission if any involved and it should be included in the quoted rates. In case no Indian agent commission is involved then should be shown as "NIL".
- ii) 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.
- iii) From the Proforma, 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 BID FORMAT" as CIF (RE-EX).
- iv) 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 BID FORMAT" as CIF (CONSUMABLES).

END OF SECTION-IV

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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 IFB No. CDG3225P17. The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

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

Section 1 - Commitments of the Principal

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

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.

- 1. 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.
- 2. 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.
 - 1. The Bidder/Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

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- 2. The Bidder/Contractor will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, Subsidiary contracts, submission or nonsubmission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
- 3. The Bidder/Contractor will not commit any offence under the relevant Anticorruption Laws of India; further the Bidder/Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- 4. The Bidder/Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- The Bidder/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 - Disqualification from tender process an 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.

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

Section 4 - Compensation for Damages

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 IFB No. CDG3225P17

liquidated damages equivalent to 3 % of the value of the offer or the amount equivalent to Earnest Money Deposit/Bid Security, whichever is higher.

- 2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.
- 3. The bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder/Contractor can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount or the liquidated damages, the Bidder/Contractor shall compensate the Principal only to the extent of the damage in the amount proved.

Section 5 - Previous transgression

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

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

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

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

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

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

- 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.

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- 3. The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/ Contractor/Subcontractor with confidentiality.
- 4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- 5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- 6. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.
- 7. If the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 8. The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

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

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

Section 10 - Other provisions

- 1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.
- 2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- 3. If the Contractor is a partnership or a consortium, this agreement must be, signed by all partners or consortium members.

(A J Sarmah)	
For the Principal	For the Bidder/Contractor
Place: Duliajan	Witness1:
Date: 09.12.2016	Witness 2:

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 intensions.

LIST OF ITEMS (Equipment, Tools, Accessories, Spares & consumable) TO BE IMPORTED IN CONNECTION WITH EXECUTION OF THE CONTRACT SHOWING CIF VALUE (TO INDICATE SEPARATELY

EOD	DACKACE	LANDI	PACKAGE-II)
FUR	PALKAGE		741 K 417F=111

Sr I#	Item Descrip -tion	Qty /Un it	Rat e	Total	Freight & Insuran ce	CIF Valu e	Port & other charg e	Lande d Cost	Is it re- exporta ble? YES or NO	Yea r of Mfg.	HSN Cod e
Α	В	С	D	E = C x D	F	G = F + E	Н	I = G+H	J	κ	L

- (1) The items which are not of consumable in nature and required to be reexported 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:	

(A)

PRICE BID SCHEDULE

IFB No. CDG3225P17 for 'Hiring of Directional Drilling Services including Mud Service for O3(Three) Horizontal Wells in the state of Assam and O1(One) Horizontal Well in the state of Rajasthan'.

D	ESCRIPTION OF ITEMS FOR 8.1/2"& 6" HOLE SECTION	UNIT	Quantity	Unit Rate	Total
S.				Currency	Currency
o. No.	Mobilization charges of tools and equipments in	cluding	manpowe	r:	
1	LWD Surface Unit	NO	1		-
2	8 1/2" section Directional, GR, Resistivity (Induction Type)	NO	1		-
3	8 1/2" section APWD tool	NO	1		-
4	Drilling Jars for 8. 1/2" Section	NO	1		_
5	Jars intensifier and cross over for 8 1/2"Section	NO	1		-
6	8 1/2" section steerable Down hole motors along with stablisers& accessories.	NO	1		-
7	8 1/2" section Rotary Steerable System.	NO	1		-
8	8 1/2" section Neutron, azimuthal Density with imaging and caliper (call out)	NO	1		-
9	6" section Directional, GR, Resistivity (Induction Type)	NO	1		-
10	6" section APWD tool	NO	1		-
11	Drilling Jars for 6" Section	NO	1		-
12	Jars intensifier and cross over for 6"Section	NO	1		-
13	6" section Rotary Steerable System.	NO	1		_
14	6" section Neutron, azimuthal Density with imaging and caliper	NO	1		-
15	6" section Directional Bed Boundary Imaging tool	NO	1		-
16	Centrifuge	NO	1		_
17	Mud Engineer	NO	1		-
18	Liner Setting Tool	NO	2		-
	Total Mobilization charges of tools and equipments in	ncluding	manpower	:	-
S. No.	De-Mobilization charges of tools and equipments	s includi	ng manpo	ower:	
1	LWD Surface Unit	NO	1		_
2	8 1/2" section Directional, GR, Resistivity (Induction Type)	NO	1		-
3	8 1/2" section APWD tool	NO	1		-
		•	•		

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4	Drilling Jars for 8. 1/2" Section	NO	1		-			
5	Jars intensifier and cross over for 8 1/2"Section	NO	1		-			
6	8 1/2" section steerable Down hole motors along with stablisers& accessories.	NO	1		-			
7	8 1/2" section Rotary Steerable System.	NO	1		-			
8	8 1/2" section Neutron, azimuthal Density with imaging and caliper (call out)	NO	1		-			
9	6" section Directional, GR, Resistivity (Induction Type)	NO	1		-			
10	6" section APWD tool	NO	1		-			
11	Drilling Jars for 6" Section	NO	1		-			
12	Jars intensifier and cross over for 6"Section	NO	1		-			
13	6" section Rotary Steerable System.	NO	1		-			
14	6" section Neutron, azimuthal Density with imaging and caliper	NO	1		-			
15	6" section Directional Bed Boundary Imaging tool	NO	1		-			
16	Centrifuge	NO	1		-			
17	Mud Engineer	NO	1		-			
18	Liner Setting Tool	NO	2		-			
	Total De-Mobilization charges of tools and equipment	ts includi	ng manpo	wer:	-	(
1	Interim Monilization charges of tools and equipments including mannower:							
S. No.	Interim Mobilization charges of tools and equipm	nents inc	luding m	anpower:				
	Interim Mobilization charges of tools and equipmed LWD Surface Unit	nents inc	luding m	anpower:	-			
No.		1		anpower:	-			
No.	LWD Surface Unit 8 1/2" section Directional, GR, Resistivity (Induction	NO	2	anpower:	-			
No. 1 2	LWD Surface Unit 8 1/2" section Directional, GR, Resistivity (Induction Type)	NO NO	2	anpower:				
No. 1 2 3	LWD Surface Unit 8 1/2" section Directional, GR, Resistivity (Induction Type) 8 1/2" section APWD tool Drilling Jars for 8. 1/2" Section Jars intensifier and cross over for 8 1/2"Section	NO NO NO	2 2 2	anpower:	- - -			
1 2 3 4	LWD Surface Unit 8 1/2" section Directional, GR, Resistivity (Induction Type) 8 1/2" section APWD tool Drilling Jars for 8. 1/2" Section	NO NO NO	2 2 2 2	anpower:	- - -			
No. 1 2 3 4 5	LWD Surface Unit 8 1/2" section Directional, GR, Resistivity (Induction Type) 8 1/2" section APWD tool Drilling Jars for 8. 1/2" Section Jars intensifier and cross over for 8 1/2"Section 8 1/2" section steerable Down hole motors along with stablisers& accessories. 8 1/2" section Rotary Steerable System.	NO NO NO NO	2 2 2 2 2	anpower:	- - - -			
No. 1 2 3 4 5	LWD Surface Unit 8 1/2" section Directional, GR, Resistivity (Induction Type) 8 1/2" section APWD tool Drilling Jars for 8. 1/2" Section Jars intensifier and cross over for 8 1/2"Section 8 1/2" section steerable Down hole motors along with stablisers& accessories.	NO NO NO NO NO	2 2 2 2 2 2	anpower:	- - - -			
No. 1 2 3 4 5 6 7	LWD Surface Unit 8 1/2" section Directional, GR, Resistivity (Induction Type) 8 1/2" section APWD tool Drilling Jars for 8. 1/2" Section Jars intensifier and cross over for 8 1/2"Section 8 1/2" section steerable Down hole motors along with stablisers& accessories. 8 1/2" section Rotary Steerable System. 8 1/2" section Neutron, azimuthal Density with imaging	NO NO NO NO NO NO NO NO	2 2 2 2 2 2 2	anpower:	- - - - -			
No. 1 2 3 4 5 6 7	LWD Surface Unit 8 1/2" section Directional, GR, Resistivity (Induction Type) 8 1/2" section APWD tool Drilling Jars for 8. 1/2" Section Jars intensifier and cross over for 8 1/2"Section 8 1/2" section steerable Down hole motors along with stablisers& accessories. 8 1/2" section Rotary Steerable System. 8 1/2" section Neutron, azimuthal Density with imaging and caliper (call out)	NO	2 2 2 2 2 2 2	anpower:	- - - -			
No. 1 2 3 4 5 6 7 8 9	LWD Surface Unit 8 1/2" section Directional, GR, Resistivity (Induction Type) 8 1/2" section APWD tool Drilling Jars for 8. 1/2" Section Jars intensifier and cross over for 8 1/2"Section 8 1/2" section steerable Down hole motors along with stablisers& accessories. 8 1/2" section Rotary Steerable System. 8 1/2" section Neutron, azimuthal Density with imaging and caliper (call out) 6" section Directional, GR, Resistivity (Induction Type)	NO	2 2 2 2 2 2 2 2	anpower:	- - - -			
No. 1 2 3 4 5 6 7 8 9 10	LWD Surface Unit 8 1/2" section Directional, GR, Resistivity (Induction Type) 8 1/2" section APWD tool Drilling Jars for 8. 1/2" Section Jars intensifier and cross over for 8 1/2"Section 8 1/2" section steerable Down hole motors along with stablisers& accessories. 8 1/2" section Rotary Steerable System. 8 1/2" section Neutron, azimuthal Density with imaging and caliper (call out) 6" section Directional, GR, Resistivity (Induction Type) 6" section APWD tool	NO	2 2 2 2 2 2 2 2 2	anpower:	- - - -			
No. 1 2 3 4 5 6 7 8 9 10 11	LWD Surface Unit 8 1/2" section Directional, GR, Resistivity (Induction Type) 8 1/2" section APWD tool Drilling Jars for 8. 1/2" Section Jars intensifier and cross over for 8 1/2"Section 8 1/2" section steerable Down hole motors along with stablisers& accessories. 8 1/2" section Rotary Steerable System. 8 1/2" section Neutron, azimuthal Density with imaging and caliper (call out) 6" section Directional, GR, Resistivity (Induction Type) 6" section APWD tool Drilling Jars for 6" Section	NO N	2 2 2 2 2 2 2 2 2 2	anpower:	- - - -			

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			1	Т		
15	6" section Directional Bed Boundary Imaging tool	NO	2		_	
16	Centrifuge	NO	2		-	
17	Mud Engineer	NO	2		-	
18	Liner Setting Tool	NO	4		_	
	Total Interim Mobilization charges of tools and equip	ments inc		inpower:	_	((
S.	Interim De-Mobilization charges of tools and equ	ipments	includin	g manpo	wer:	
No.		<u> </u>			1	
1	LWD Surface Unit	NO	2		-	
2	8 1/2" section Directional, GR, Resistivity (Induction Type)	NO	2		-	
3	8 1/2" section APWD tool	NO	2		-	
4	Drilling Jars for 8. 1/2" Section	NO	2		-	
5	Jars intensifier and cross over for 8 1/2"Section	NO	2		_	
6	8 1/2" section steerable Down hole motors along with stablisers& accessories.	NO	2		-	
7	8 1/2" section Rotary Steerable System.	NO	2		_	
8	8 1/2" section Neutron, azimuthal Density with imaging and caliper (call out)	NO	2		-	
9	6" section Directional, GR, Resistivity (Induction Type)	NO	2		_	
10	6" section APWD tool	NO	2		-	
11	Drilling Jars for 6" Section	NO	2		_	
12	Jars intensifier and cross over for 6"Section	NO	2		-	
13	6" section Rotary Steerable System.	NO	2		_	
14	6" section Neutron, azimuthal Density with imaging and caliper	NO	2		-	
15	6" section Directional Bed Boundary Imaging tool	NO	2		-	
16	Centrifuge	NO	2		_	
17	Mud Engineer	NO	2		-	
18	Liner Setting Tool	NO	4		_	
	Total Interim De-Mobilization charges of tools and eq	uipments				([
S. No.	manpower: Operating charges of tools and equipments including	ı manpow	er:		-	
1	LWD Surface Unit	DAY	60			
	8 1/2" section Directional, GR, Resistivity (Induction	DAY	60		-	
2	Type)		42		-	
3	8 1/2" section APWD tool	DAY	42		-	_
4	Drilling Jars for 8. 1/2" Section	DAY	42		-	
5	Jars intensifier and cross over for 8 1/2"Section	DAY				
			42		-	

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6	8 1/2" section steerable Down hole motors along with stablisers& accessories.	DAY	42	_	
7	8 1/2" section Rotary Steerable System.	DAY	42	_	
8	8 1/2" section Neutron, azimuthal Density with imaging and caliper (call out)	DAY	42	-	
9	6" section Directional, GR, Resistivity (Induction Type)	DAY	12	_	
10	6" section APWD tool	DAY	12	-	
11	Drilling Jars for 6" Section	DAY	12	-	
12	Jars intensifier and cross over for 6"Section	DAY	12	-	
13	6" section Rotary Steerable System.	DAY	12	-	
14	6" section Neutron, azimuthal Density with imaging and caliper	DAY	12	-	
15	6" section Directional Bed Boundary Imaging tool	DAY	12	-	
16	Centrifuge	NO	60	-	
17	Mud Engineer	NO	107	-	
18	Liner Setting Tool & Service	NO	24	-	
	Total operating charges of tools and equipments incl	uding ma	npower:	-	(E)
S. No.	Standby charges of tools and equipments including n	nanpowe	r:		
1	LWD Surface Unit	DAY	60	-	
2	8 1/2" section Directional, GR, Resistivity (Induction Type)	DAY	65	-	
3	8 1/2" section APWD tool	DAY	65	-	
4	Drilling Jars for 8. 1/2" Section	DAY	65	-	
5	Jars intensifier and cross over for 8 1/2"Section	DAY	65	-	
6	8 1/2" section steerable Down hole motors along with stablisers& accessories.	DAY	65	-	
7	8 1/2" section Rotary Steerable System.	DAY	65	-	
8	8 1/2" section Neutron, azimuthal Density with imaging and caliper (call out)	DAY	65	-	
9	6" section Directional, GR, Resistivity (Induction Type)	DAY	95	-	
10	6" section APWD tool	DAY	95	-	
11	Drilling Jars for 6" Section	DAY	95	-	
12	Jars intensifier and cross over for 6"Section	DAY	95	-	
13	6" section Rotary Steerable System.	DAY	95	-	
14	6" section Neutron, azimuthal Density with imaging and caliper	DAY	95	-	
15	6" section Directional Bed Boundary Imaging tool	DAY	95	_	
16	Centrifuge	NO	60	-	

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17	Mud Engineer	NO	24		-	
18	Liner Setting Tool & Service	NO	12		-	
	Total standby charges of tools and equipments in	-				
S. No.	Consumables				1	
1	Stand-Off Band for 7" Liner for 8" hole	NO	210		-	
2	Stop Collar for 7" Liner for 8" hole	NO	210		-	
3	7" Liner hanger with Packer	NO	3		-	
4	4 1/2" Liner hanger with Packer	NO	3		-	
5	Swell Packer	NO	20		-	
6	4 1/2" Sloted liner with sand screen (30 ft each)	М	603		-	
7	4 1/2" blank pipe (30 ft each)	М	265		-	
8	Caustic Soda	KG	13500		-	
9	Glycol (Gydrill MC)	KL	75		_	
10	Polyamine	KL	36		_	
11	Encapsulating polymer(PHPA)	KG	7500		-	
12	PAC -R	KG	3000		_	
13	PAC -SL	KG	12000		_	
14	XCD (XC - Polymer)	KG	15000		_	
15	Modified Starch(PGS)	MT	60		_	
16	Biocide	LTR	6000		_	
17	CaCO3 (Micronized)	MT	120		-	
18	Defoamer	LTR	3000		_	
. 0	Mud lubricant	KL			-	
19		–	30		-	

Total Contract Cost = (H) = A+B+C+D+E+F+G	-
Total Cost for package I & II= (X) = [H] + [T]	-

NOTE:

Mobilization charges shall not exceed 1% of the total quoted value in the Price Bid format except Consumables (G). However, Mobilization charges if quoted in excess of 1% total quoted value, the excess amount shall be with held from the first invoice and shall be paid at the end of the contract

De-Mobilization charges should not be less than 1% of the total quoted value in the Price Bid format except Consumables (G). If De-mobilization is quoted in deficit or less than 1% of total quoted value, the deficit amount shall be withheld from the first invoice and the same will be paid at the end of the contract alongwith Demobilization charges Interim Mobilization charges should not exceed 50 % of the quoted unit Mobilization charge for the respective item in the Price Bid format. However, Interim Mobilization charges if quoted in excess, the excess amount shall be with held from the invoice and shall be paid at the end of the contract

Interim De-mobilization charges should not exceed 50 % of the quoted unit De-Mobilization charge for the respective item in the Price Bid format. However, Interim Mobilization charges if quoted in excess, the excess amount shall be with held from the invoice and shall be paid at the end of the contract

Standby charges of each tools/ equipment shall not exceed 50% of the quoted operating Unit rate for the respective tools/ equipment in the Price Bid

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PRICE BID FORMAT (Package- II)

SI.	No.	PARTICULARS / ACTIVITY	UNIT	QTY	UNIT RATE	TOTAL
					[]	'
		PHASE- I: DESIGN STAGE				•
1	А	DATA GATHERING, STUDY, WELL DESIGN, RIG INSPECTION, PREPARATION & SUBMISSION OF REPORT	LSM	1		
		Sub-Total (A) :		1	•	
		PHASE - II : EXECUTION STAGE [TOO	DLS & E	QUIPME	NT]	
2	В	MOBILIZATION CHARGES OF TOOLS /	' EQUIPN	/IENT		
		i] SDMM /RSS AND STABILIZER FOR 12¼" AND 8.1/2" HOLE	LSM	3		
		ii] JAR WITH INTENSIFIER	LSM	3		
		iii] MWD WITH GAMMA	LSM	3		
		iv] RESISTIVITY TOOL	LSM	3		
		v] 9.5/8" LINER HANGER SETTING TOOL	LSM	3		
		vi] 7" LINER HANGER SETTING TOOL	LSM	3		
		vii] MUD ENGINEERING EQUIPMENT	LSM	3		
		viii] CENTRIFUGE	LSM	3		
		ix] LMSS (COMPLETE WITH DESANDER & DESILTER)	LSM	3		
		Sub-Total (B):	<u> </u>	1	1	
3	С	DE-MOBILIZATION CHARGES OF TOOLS / EQUIPMENT				
		i] SDMM / RSS AND STABILIZER	LSM	3		
		ii] JAR WITH INTENSIFIER	LSM	3		
		iii] MWD WITH GAMMA	LSM	3		
		iv] RESISTIVITY TOOL	LSM	3		
		v] 9.5/8" LINER HANGER SETTING TOOL	LSM	3		
		vi] 7" LINER HANGER SETTING TOOL	LSM	3		
		vii] MUD ENGINEERING EQUIPMENT	LSM	3		
		viii] CENTRIFUGE	LSM	3		
		ix] LMSS (COMPLETE WITH DESANDER & DESILTER)	LSM	3		
4	D1	Sub-Total (C):		1		
4	D1	INTERIM DE-MOB CHARGES OF TOOLS AND EQUIPMENT				
		IER No. CDG323			•	

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		i] SDMM / RSS AND STABILIZER	LSM	1
		ii] JAR WITH INTENSIFIER	LSM	1
		iii] MWD WITH GAMMA	LSM	1
		iv] RESISTIVITY TOOL	LSM	1
		v] 9.5/8" LINER HANGER SETTING TOOL	LSM	1
		vi] 7" LINER HANGER SETTING TOOL	LSM	1
		vii] MUD ENGINEERING EQUIPMENT	LSM	1
		viii] CENTRIFUGE	LSM	1
		ix] LMSS (COMPLETE WITH DESANDER & DESILTER)	LSM	1
		Sub-Total (D1) :		
5	D2	INTERIM E-MOB CHARGES OF TOOLS AND EQUIPMENT		
		i] SDMM / RSS AND STABILIZER	LSM	1
		ii] JAR WITH INTENSIFIER	LSM	1
		iii] MWD WITH GAMMA	LSM	1
		iv] RESISTIVITY TOOL	LSM	1
		v] 9.5/8" LINER HANGER SETTING TOOL	LSM	1
		vi] 7" LINER HANGER SETTING TOOL	LSM	1
		vii] MUD ENGINEERING EQUIPMENT	LSM	1
		viii] CENTRIFUGE	LSM	1
		ix] LMSS (COMPLETE WITH DESANDER & DESILTER) Sub-Total (D2)	LSM	1
6	E	OPERATIONAL CHARGES OF TOOLS /		
0		EQUIPMENT		
		i] SDMM / RSS AND STABILIZER	PER DAY	90
		ii] JAR WITH INTENSIFIER	PER	90
		iii] MWD WITH GAMMA TOOLS	DAY PER	90
		•	DAY	
		iv] RESISTIVITY TOOL	PER DAY	60
		v] 9.5/8" LINER HANGER SETTING	PER	21
		TOOL vi] 7"LINER HANGER SETTING	DAY PER	21
		TOOL	DAY	
		Sub-Total (E) :		
7	F	RENTAL CHARGES OF TOOLS / EQUIPM	ENT	
		i] SDMM / RSS AND STABILIZER	PER	135
		-	DAY	

		ii] JAR WITH INTENSIFIER	PER	135	
		iii] MWD WITH GAMMA TOOLS	DAY PER	135	
		iii] MWD WITH GAMMA TOOLS	DAY	135	
		iv] RESISTIVITY TOOL	PER	135	
			DAY		
		V] 9.5/8" LINER HANGER SETTING	PER	135	
		TOOL vi] 7" LINER HANGER SETTING TOOL	DAY PER	135	
		VI] / LINER HANGER SETTING TOOL	DAY	135	
		vii] CENTRIFUGE ONE	PER	135	
			DAY	100	
		viii] LMSS (complete with DESANDER & DESILTER)ONE	PER DAY	135	
		ix] MUD ENGINEERING EQUIPMENT	PER	135	
		ONE SET	DAY		
		Sub-Total (F) :			
	<u> </u>	PHASE - II : EXECUTION STAGE [PEI	RSONNEI	1	
	T _	_		_	
8	G	MOBILIZATION CHARGES OF PERSONI SERVICING	NEL FOR	OPERATI	ON AND
		i] DIRECTIONAL DRILLER	LSM	3	
		ii] MWD / LWD ENGINEER	LSM	3	
		iii] MUD ENGINEER	LSM	3	
		iv] CENTRIFUGE OPERATOR	LSM	3	
		v] LMSS { with DESANDER &	LSM	3	
		DESILTER }OPERATOR	20111		
		Sub-Total (G) :			
9	Н	TRAVELLING CHARGES OF PERS	SONNEL	FOR CA	ALL-OUT
		i] 9.5/8" LINER HANGER OPERATION	PER	3	
			CALL		
		i] 7" LINER HANGER OPERATOR	PER	3	
		iii) MUD ENGINEERING OPERATION	CALL	2	
		iii] MUD ENGINEERING OPERATION	PER CALL	3	
		iii] WELL COMPLETION OPERATION	PER	3	
		m, well down lettion or living.	CALL		
		Sub-Total (H) :		<u>l</u>	
10	ı	OPERATIONAL CHARGES OF PERSONNI	FI		
'	•				
		i] DIRECTIONAL DRILLER	PER	90	
			DAY	0.0	
		ii] MWD / LWD ENGINEER	PER	90	
		iii] MUD ENGINEER	DAY PER	90	
		III] WOD ENGINEER	DAY	70	
		iv] CENTRIFUGE OPERATOR	PER	90	
			DAY		
		v] LMSS [with DESANDER &	PER	90	
		DERSILTER]ONE UNIT	DAY		
		vi] 9.5/8" LINER HANGER OPERATOR	PER DAY	21	
		1		i l	
		vii] 7" LINER HANGER OPERATOR	PER	21	

			DAY				
		viii] WELL COMPLETION ENGINEER	PER	21			
		Sub-Total (I) :	DAY				
11	J	STAND-BY CHARGES OF PERSONNEL					
		il DIRECTIONAL DRILLER	PER	30			
		IJ DIRECTIONAL DRILLER	DAY	30			
		ii] MWD / LWD ENGINEER	PER	30			
		iii] MUD ENGINEER	DAY PER	30			
		III] WOD ENGINEER	DAY	30			
		iv] CENTRIFUGE OPERATOR	PER	30			
		v] LMSS OPERATOR [WITH	DAY PER	30			
		v] LMSS OPERATOR [WITH DESANDER & DERSILTER] [ONE UNIT]	DAY	30			
		vi] 9.5/8" LINER HANGER OPERATION	PER DAY	20			
		vii] 7" LINER HANGER OPERATION	PER DAY	20			
		viii] WELL COMPLETION ENGINEER	PER DAY	20			
		Sub-Total (J) :	I	1			
12	K	INTERIM DE-MOBILIZATION OF PERSONNEL					
		i] DIRECTIONAL DRILLER	LSM	1			
		ii] MWD / LWD ENGINEER	LSM	1			
		iii] MUD ENGINEER	LSM	1			
		iv] CENTRIFUGE OPERATOR	LSM	1			
		v] LMSS [WITH DESANDER & DESILTER] OPERATOR [ONE UNIT]	LSM	1			
		Sub-Total (K) :		I			
13	L	INTERIM RE-MOBILIZATION OF PERSO	NNEL				
		i] DIRECTIONAL DRILLER	LSM	1			
		ii] MWD / LWD ENGINEER	LSM	1			
		iii] MUD ENGINEER	LSM	1			
		iv] CENTRIFUGE OPERATOR	LSM	1			
		v] LMSS (WITH DESANDER & DESILTER) OPERATOR	LSM	1			
		Sub-Total (L) :		1			

			PHASE - II : EXECUTION STAGE	[CONSUN	MABLES]	
14	M CONSUMABLES TO BE BOUGHT OUT BY OIL (PRICES TO BE QUOTED F.O.R BAGHEWALA, RAJASTHAN					
	M	MA	i] STAND-OFF BANDS & STOP COLLARS FOR 13.3/8" "CASING	EACH SET	280	
			ii] STAND-OFF BANDS & STOP COLLARS FOR 9.5/8" "LINER	EACH SET	450	
			iii] STAND-OFF BANDS & STOP COLLARS FOR 7" LINER	EACH SET	220	
			iv] 9.5/8" INCH LINER HANGER WITH PACKER	NO	3	
			v] 7 INCH RETRIEVABLE LINER HANGER WITH PACKER		3	
			vi] 7" Retriveable Production Packer	NO	3	
			Sub-Sub-Total (MA) :		I I	
		MB	CHEMICALS			
			i] CP GLYCOL	KL	15	
			ii] PHPA	MT	15	
			iii] MICRONIZEN CALCIUM CARBONATE 325 MESH	MT	57	
			iv] MICRONIZEN CALCIUM CARBONATE 0 MESH	MT	15	
			v] XC POLYMER	MT	11	
			vi] BIOCIDE (ENVIRONMENTAL FRIENDLY)	MT	6	
			vii]PAC - SL	MT	9	
			viii] PRE-GELLED STARCH	MT	11	
			Sub-Sub-Total (MB) :			
		Sub-	Total (M) = (MA + MB):			
15	N	cos	T OF OPTIONAL ITEMS			
	N	NA	MOBILISATION CHARGES OF TOOLS / EQUIPMENT			
			i] SDMM /RSS AND STABILIZER FOR 17.1/2",12¼" AND 8.1/2" HOLE	LSM	1	
			ii] JAR WITH INTENSIFIER FOR 17.1/2",12¼" ,8.1/2"HOLE		1	
			iii] MWD WITH GAMMA FOR 12¼" and 8.1/2" HOLE	LSM	1	
			Sub-Sub-Total (NA) :			
		NB	OPERATIONAL CHARGES OF TOOLS / EQUIPMENT			

	i] NORTH SEEKING GYRO	PER DAY	8		
	Sub-Sub-Total (NB) :	DAT			
NC	RENTAL CHARGES OF TOOLS / EQUIPMENT				
	i] 95%" WINDOW MILLING AND RUNNING TOOL, GAUGE RUN ASSY & SCRAPPER	PER DAY	20		
	ii] 7" WINDOW MILLING AND RUNNING TOOL, GAUGE RUN ASSY & SCRAPPER	PER DAY	20		
	iii] NORTH SEEKING GYRO	PER DAY	20		
	Sub-Sub-Total (NC) :				
ND	TRAVELLING CHARGES OF PERSONNEL FOR CALL-OUT SERVICES				
	i] WHIPSTOCK EGINEER	PER CALL	4		
	ii] SURVEY ENGINEER (GYRO)	PER CALL	4		
	Sub-Sub-Total (ND) :				
NE	OPERATIONAL CHARGES OF PERSO	NNEL			
	i] WHIPSTOCK ENGINEER	Per Day	30		
	ii] SURVEY ENGINEER (GYRO)	Per Day	8		
	Sub-Sub-Total (NE) :				
NF	STAND-BY CHARGES OF PERSONNE	L			
	i] WHIPSTOCK EGINEER	Per Day	10		
	ii] SURVEY ENGINEER (GYRO)	Per Day	12		
	Sub-Sub-Total (NF) :				
NG	INTERIM DE-MOBILISATION OF TOO	OLS & EQ	UIPMEN ⁻	Т	
	i] SDMM / STABILIZER FOR 17.1/2", 12¼" ,8.1/2"HOLE	LSM	1		
	ii] JAR WITH INTENSIFIER FOR 17.1/2" , 12¼",8.1/2" HOLE	LSM	1		
	iii] MWD WITH GAMMA FOR 12¼" HOLE	LSM	1		
	Sub-Sub-Total (NG) :				
NH	EQUIPMENT	F TOO			
	i] SDMM / STABILIZER FOR 17.1/2", 12¼" ,8.1/2"HOLE		1		
	ii] JAR WITH INTENSIFIER FOR 17.1/2", 12¼",8.1/2" HOLE	LSM	1		
	iii] MWD WITH GAMMA FOR 12¼" HOLE	LSM	1		
	Sub-Sub-Total (NH) :				
	IFB No. CDG322	ED17			

	NI CALL OUT CHARGES FOR WINDOW MILL & GYRO						
		i] 95%" WINDOW MILLING AND RUNNING TOOL, GAUGE RUN ASSY & SCRAPPER	LSM	2			
		ii] 7" WINDOW MILLING AND RUNNING TOOL, GAUGE RUN ASSY & SCRAPPER	LSM	2			
		iii] NORTH SEEKING GYRO	LSM	4			
		Sub-Sub-Total (NI) :					
	ИJ	RE-DRESS CHARGES FOR MILL AND	RUNNNI	NG TOO	L		
		i] 95%" WINDOW MILLING AND RUNNING TOOL ASSY	NO	2			
		ii] 9%" GAUGE RUN ASSEMBLY	NO	2			
		iii] 9%″ SCRAPPER	NO	2			
		iv] 7" WINDOW MILLING AND RUNNING TOOL ASSY	NO	2			
		v] 7" GAUGE RUN ASSEMBLY	NO	2			
		vi] 7" SCRAPPER	NO	2			
		Sub-Sub-Total (NJ) :					
	NK	CONSUMABLES TO BE BOUGHT OF F.O.R BAGHEWALA , RAJASTHAN BASIS)	OUT BY (OIL (PRI	CES ON		
		i] 9%" WHIPSTOCK HYDRAULIC SINGLE TRIP WITH PACKER	NO.	2			
		ii] 7" WHIPSTOCK HYDRAULIC SINGLE TRIP WITH PACKER	NO.	2			
		Sub-Sub-Total (NK) :					
	Sub-1	Total (N) = (NA+NB+NC+ND+NE+NF+N	G+NH+NI-	+NJ+NK)	:		
TOTAL		MATED CONTRACT VALUE INCL RVICE TAX	UDING A	LL TAX	ES & DU	JTIES	BUT
& CUST		[T] = [A + B + C + D1 + D2 + E +	F + G + H	+ I + J +	+ K + L +		
M + N]							

BID FORM

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

Sub: IFB No. CDG3225P17

Seal of the Bidder:

Gentlemen,		
Gernierren,		
Reference includ acknowledged, we conditions of Col Amount in words	ing all attach e the undersign ntract and Teri and figures) or	and Special Conditions of Contract and the Terms of ments thereto, the receipt of which is hereby duly ed offer to perform the services in conformity with the said ms of Reference for the sum of (Total Bid such other sums as may be ascertained in accordance with erewith and made part of this Bid.
		ccepted, to commence the work within () days of Letter of Award (LOA).
		obtain the guarantee of a bank in a sum not exceeding erformance of the Contract.
		a period of 120 days from the date fixed for Bid closing and nd may be accepted at any time before the expiration of that
		ared and executed, this Bid, together with your written ation of award shall constitute a binding Contract between
We understand th	at you are not b	ound to accept the lowest or any Bid you may receive.
Dated this	_ day of	2016.
Authorised Perso	n's Signature: .	
Name:		
Designation:		

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STATEMENT OF NON-COMPLIANCE

(Only exceptions/deviations to be rendered)

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

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

2.0 In addition to the above the Bidder shall furnish detailed information pertaining to construction, operational requirements, velocity-pattern, added technical features, if any and limitations etc. of the Inspection Tool proposed to be deployed.

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.

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FORM OF BID SECURITY (BANK GUARANTEE)

To: M/s. OIL INDIA LIMITED, CONTRACTS DEPARTMENT, DULIAJAN, ASSAM, INDIA, PIN - 786 602.
WHEREAS, (Name of Bidder) (hereinafter called "the Bidder") has submitted their offer Dated for the provision of certain services (hereinafter called "the Bid") against OIL INDIA LIMITED, Duliajan, Assam, India (hereinafter called the Company)'s Tender NoKNOW ALL MEN BY these presents that we (Name of Bank) of (Name of Country) having our registered office at (hereinafter called "Bank") are bound unto the Company in the sum of (*) for which payment well and truly to be made to Company, the Bank binds itself, its successors and assignees by these presents.
SEALED with the said Bank this day of 20
 If the Bidder withdraws their Bid within its original/extended validity; or The Bidder modifies/revises their bid suomoto; or The Bidder does not accept the contract; or The Bidder does not furnish Performance Security Deposit within the stipulated time as per tender/contract; or If it is established that the Bidder has submitted fraudulent documents or has indulged into corrupt and fraudulent practice.
We undertake to pay to Company up to the above amount upon receipt of its first written demand (by way of letter/fax/cable), without Company having to substantiate its demand provided that in its demand Company will note that the amount claimed by it is due to it owing to the occurrence of any of the conditions, specifying the occurred condition or conditions.
This guarantee will remain in force up to and including the date (**/) and any demand in respect thereof should reach the Bank not later than the above date.
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:

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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	
Name of Bank & Address	_
Witness Address	
(Signature, Name and Address) Date: Place:	

- * The Bidder should insert the amount of the guarantee in words and figures.
 ** Date of expiry of Bank Guarantee should be minimum 30 days after the end of the validity period of the Bid /as specified in the Tender.

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 theday 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

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AGREEMENT FORM

This Agreement is made on day of between Oil India Limited, a Government of India Enterprise, incorporated under the Companies Act 1956, having its registered office at Duliajan in the State of Assam, hereinafter called the "Company" which expression unless repugnant to the context shall include executors, administrators and assignees on the one part, and M/s (Name and address of 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 requires;
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 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 Terms & Condition; (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 $\ensuremath{\text{\mu}}$ the date shown above.	party has executed this contract at Duliajan, Assam as of	
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 **DGM (CONTRACTS)** Oil India Ltd., P.O. Duliajan - 786 602 Assam, India Sir, Sub: OIL's IFB No. CDG3225P17 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 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:

<u>Note</u>: 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 DGM (CONTRACTS) Oil India Ltd., P.O. Duliajan - 786 602 Assam, India	Date:
Sir,	
Sub : OIL's IFB No. CDG3225	P17
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:	

 $\underline{\textbf{Note}}$: This letter of authority shall be on printed letter head of the Bidder and shall be signed by a person who signs the bid.

FORMAT OF AGREEMENT BETWEEN BIDDER AND THEIR PARENT COMPANY / 100% SUBSIDIARY COMPANY (As the case may be)

(IN CASE OF INDIAN BIDDER TO BE EXECUTED ON STAMP PAPER OF REQUISITE VALUE AND NOTORISED)

hereinafter constitution case may be	ment made this day of month year by and between M/s (Fill in the Bidder's full name, constitution and registered office address referred to as bidder on the first part and M/s (Fill in full name and registered office address of Parent Company/Subsidiary Company, as the be) hereinafter referred to as "Parent Company/ Subsidiary Company (Delete of applicable)" of the other part:
WHEREAS	
against the [Parent Comparent Comphave gone the committed	dia Limited (hereinafter referred to as OIL) has invited offers vide their tender No for and M/s (Bidder) intends to bid said tender and desires to have technical support of M/s mpany/ Subsidiary Company-(Delete whichever not applicable) and whereas pany/ Subsidiary Company (Delete whichever not applicable) represents that they hrough and understood the requirements of subject tender and are capable and so provide the services as required by the bidder for successful execution of the awarded to the bidder.
Now, it is he	ereby agreed to by and between the parties as follows:
1.	M/s(Bidder) will submit an offer to OIL for the full scope of work as envisaged in the tender document as a main bidder and liaise with OIL directly for any clarifications etc. in this context.
2.	M/s (Parent Company/ Subsidiary Company (Delete whichever not applicable) undertakes to provide technical support and expertise, expert manpower and procurement assistance and project management to support the bidder to discharge its obligations as per the Scope of work of the tender / Contract for which offer has been made by the Parent Company/Subsidiary Company (Delete whichever not applicable) and accepted by the bidder.
3.	This agreement will remain valid till validity of bidder's offer to OIL including extension if any and till satisfactory performance of the contract in the event the contract is awarded by OIL to the bidder.
4.	It is further agreed that for the performance of work during contract period bidder and Parent Company/Subsidiary Company (Delete whichever not applicable) shall be jointly and severely responsible to OIL for satisfactory execution of the contract.
5.	However, the bidder shall have the overall responsibility of satisfactory execution of the contract awarded by OIL. IFB No. CDG3225P17

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In witness whereof the parties hereto have executed this agreement on the date mentioned above.

M/s.

1) 2)

Witness:

For and on behalf of (Bidder)

For and on behalf of (Parent Company/Subsidiary Company (Delete whichever not applicable)

M/s.
Witness:
1)
2)

PARENT COMPANY/ SUBSIDIARY COMPANY GUARANTEE (Delete whichever not applicable)

(IN CASE OF INDIAN BIDDER TO BE EXECUTED ON STAMP PAPER OF REQUISITE VALUE AND NOTORISED)

DEED OF GUARANTEE

THIS DEED OF GUARANTEE executed at this day of by M/s (mention complete name) a company duly organized and existing under

the laws of (insert jurisdiction/country), having its Registered Office at hereinafter called "the Guarantor" which expression shall,
unless excluded by or repugnant to the subject or context thereof, be deemed to include its successors and permitted assigns.
WHEREAS
M/s Oil India Limited, a company duly registered under the Companies Act 1956, having its Registered Office at Duliajan in the State of Assam, India, hereinafter called "OIL" which expression shall unless excluded by or repugnant to the context thereof, be deemed to include its successor and assigns, invited tender number for
M/s
The Guarantor represents that they have gone through and understood the requirement of the above said tender and are capable of and committed to provide technical and such other

The Company and the Guarantor have entered into an agreement dated as per which the Guarantor shall be providing technical and such other supports as may be necessary for performance of the work relating to the said tender.

supports as may be required by the Company for successful execution of the same.

Accordingly, at the request of the Company and in consideration of and as a requirement for OIL to enter into agreement(s) with the Company, the Guarantor hereby agrees to give this guarantee and undertakes as follows:

1. The Guarantor (Parent Company / <u>100% Subsidiary Company (Delete whichever not applicable</u>) unconditionally agrees that in case of non-performance by the Company of any of its obligations in any respect, the Guarantor shall, immediately on receipt of notice of demand by OIL, take up the job without any demur or objection, in

IFB No. CDG3225P17 Page 146 of 169 continuation and without loss of time and without any cost to OIL and duly perform the obligations of the Company to the satisfaction of OIL.

- 2. The Guarantor agrees that the Guarantee herein contained shall remain valid and enforceable till the satisfactory execution and completion of the work (including discharge of the warranty obligations) awarded to the Company.
- 3. The Guarantor shall be jointly with the Company as also severally responsible for satisfactory performance of the contract entered between the Company and OIL.
- 4. The liability of the Guarantor, under the Guarantee, is limited to the 50% of the annualized contract price entered between the Company and OIL. This will, however, be in addition to the forfeiture of the Performance Guarantee furnished by the Company.
- 5. The Guarantor represents that this Guarantee has been issued after due observance of the appropriate laws in force in India. The Guarantor hereby undertakes that the Guarantor shall obtain and maintain in full force and effect all the governmental and other approvals and consents that are necessary and do all other acts and things necessary or desirable in connection therewith or for the due performance of the Guarantor's obligations hereunder.
- 6. The Guarantor also agrees that this Guarantee shall be governed and construed in accordance with the laws in force in India and subject to the exclusive jurisdiction of the courts of, India.
- 7. The Guarantor hereby declares and represents that this Guarantee has been given without any undue influence or coercion, and that the Guarantor has fully understood the implications of the same.
- 8. The Guarantor represents and confirms that the Guarantor has the legal capacity, power and authority to issue this Guarantee and that giving of this Guarantee and the performance and observations of the obligations hereunder do not contravene any existing laws.

For & on behalf of (Parent Company/Subsidiary Company (Delete whichever not applicable))

	M/s	
Witness: 1. Signature Full Name Address		Signature Name Designation Common seal of the Company
Witness: 2. Signature Full Name Address		

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INSTRUCTIONS FOR FURNISHING PARENT/SUBSIDIARY COMPANY GUARANTEE

- 1. Guarantee should be executed on stamp paper of requisite value and notorised.
- 2. The official(s) executing the guarantee should affix full signature (s) on each page.
- Resolution passed by Board of Directors of the guarantor company authorizing the signatory (ies) to execute the guarantee, duly certified by the Company Secretary should be furnished along with the Guarantee.
- 4. Following certificate issued by Company Secretary of the guarantor company should also be enclosed along with the Guarantee.

"Obligation contained in the deed of guarantee No	furnished against tender No.
are enforceable against the guarantor company	and the same do not, in any way
contravene any law of the country of which the guarantor of	company is the subject".

IFB No. CDG3225P17 Page 148 of 169 FORMAT OF AGREEMENT BETWEEN BIDDER THEIR SISTER SUBSIDIARY/CO-SUBSIDIARY COMPANY AND THE ULTIMATE PARENT/HOLDING COMPANY OF BOTH THE BIDDER AND THE SISTER SUBSIDIARY/CO-SUBSIDIARY (Strike out whichever is not applicable between Ultimate Parent and Holding Company. Similarly strike out whichever is not applicable between Sister Subsidiary and Co-subsidiary Company)

(TO BE EXECUTED ON STAMP PAPER OF REQUISITE VALUE AND NOTORISED)

This agreement made this day of month year by and between M/s (Fill in Bidder's full name, constitution and registered office address) hereinafter referred to as "Bidder" of the first part and
M/s (Fill in full name, constitution and registered office address of Sister Subsidiary/Co-subsidiary Company of the Bidder) herein after referred to as "Sister Subsidiary/ Co-subsidiary" of the second part and
M/s(Fill in the full name, constitution and registered office address of the Ultimate Parent/Holding Company's of both the subsidiaries) hereinafter referred to as "Ultimate Parent/ Holding Company" of the third part.
WHEREAS
M/s. Oil India Limited (hereinafter referred to as OIL) has invited offers vide their tender No for and
M/s(Bidder) intends to bid against the said tender and desires to have a technical support of M/s(Sister Subsidiary/Co-subsidiary Company) and
Sister Subsidiary/Co-subsidiary Company represents that they have gone through and understood the requirements of subject tender and are capable and committed to provide the services as required by the bidder for successful execution of the contract, if awarded to the bidder.
Now, it is hereby agreed to by and between all the three parties as follows:
1. M/s(Bidder) will submit an offer to OIL for the full scope of work as envisaged in the tender document.
2. M/s(Sister Subsidiary/Co-subsidiary Company) undertakes to provide technical support and expertise and expert manpower, material, if any, to support the bidder to discharge its obligations as per the Scope of work of the tender / Contract for which offer has been made by the bidder.
3. This agreement will remain valid till validity of bidder's offer to OIL including extension if any and also till satisfactory performance of the contract in the event the bid is accepted

5. The Ultimate Parent/Holding Company also confirms and undertakes that the commitment made by the Sister Subsidiary/ Co-subsidiary company in providing the IFB No. CDG3225P17

4. Sister Subsidiary/ Co-subsidiary Company unconditionally agrees that in case of award of contract to the Bidder, if the Bidder is unable to execute the contract, they shall, immediately on receipt of notice by OIL, take up the job without any demur or objection, in continuation without loss of time and without any extra cost to OIL and duly perform

and contract is awarded by OIL to the bidder.

the obligations of the Bidder/Bidder to the satisfaction of OIL.

- technical support and technical expertise and expert manpower to support the bidder for execution of the contract are honoured.
- 6. The Ultimate Parent/Holding Company also takes full responsibility in getting the contract executed through the Sister subsidiary/ Co-subsidiary company in case the Bidder/Bidder is unable to execute the contract.
- 7. In witness whereof the parties hereto have executed this agreement on the date mentioned above.

For and on behalf of	For and on behalf of	For and on behalf of	
(Bidder)	(Sister Subsidiary /	(Ultimate Parent	/
	Co-subsidiary)	Holding Company)	
M/s.	M/s.	M/s.	
Witness	Witness	Witness	
1)	1)	1)	
2)	2)	2)	

Note: In case of contracts involving - (a) manufacture/supply (b) installation and commissioning (c) servicing and maintenance of any equipment, as the bidding company can draw on the experience of their multiple subsidiary sister/Co-subsidiary company (ies) specializing in each sphere of activity, i.e. (a) manufacture/supply (b) installation and commissioning (c) servicing and maintenance, therefore, in that case, the above format shall be signed by all the sister/Co-subsidiary company(ies) and necessary modifications may be made in the above format to include all sister subsidiaries.

CERTIFICATE OF ANNUAL TURNOVER & NET WORTH

TO BE ISSUED BY PRACTISING CHARTERED ACCOUNTANTS' FIRM ON THE	HEIR
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 $31^{\rm st}$ March, 2016 are correct.

YEAR	TURN OVER In INR (Rs.) Crores or US \$ Million)	NET WORTH In INR (Rs.) Crores or US \$ Million)

Rate of Conversion	(if usec	l any):	USD	1.00 =	INR
--------------------	----------	---------	-----	--------	-----

Place:

Date:

Seal:

Membership Code: Registration No.:

Signature

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Generic Specifications of tools under Package I (FHQ, Duliajan)

ANNEXURE - A

Details of Measurement While Drilling/ Logging while Drilling Surface Unit (Work Station)

OIL Requirement	Bidder's Offer	REF: FILE & PAGE NO. BY BIDDER
Online surface recording system for running MWD / LWD services in 17. ½", 12 ¼", 8 ½" & 6" holes with all accessories like signal pressure transducers, precision depth assembly and MWD logs including TVD logs in real time.		
MWD /LWD work station should be capable of recording stand pipe pressure, WOB, drill string weight, RPM along with MWD/ LWD data for all types of directional wells.		
Data to be recorded in real time as well as in memory mode. System should be able to provide raw as well as processed data. Data to be provided in electronic media (PDF, LASS and standard industry format like DLIS / CLIS) in CD / DVD. System to have capability to retrieve data in memory mode at the site.		
Unit should have provision for data compression feature and security protection as per prevalent Oil Industry standards. System should have color printing/ plotting facility at site. Internet connectivity to be provided by the bidder for data transmission.		
In the event of fault and failure of equipment & software hired from the CONTRACTOR, their personnel should be available for attending rectification of the problem.		

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ANNEXURE - B

DRILL STRING AVAILABLE WITH "OIL"

SL. NO.	ITEM	OD	ID	WEIGHT (PPF)	CONNECTION
1	Drill Pipe (G- Grade)	5"	3.25"	19.5	4 1/2"IF
2	Heavy Weight Drill Pipe	5"	3.25"	49.3	4 1/2"IF
3	Drill Collar	6.5"	2.13/16"	92.5	4"IF
4	Cross Over For Above				
5	Bit Sub	6.5"	2.13/16"		4.1/2" R X 4. ½" IF
6	Drill Pipe	3.1/2"	2.7/16"		3.1/2" IF
7	Heavy Weight Drill Pipe	3.1/2"	2.1/16"		3.1/2" IF
8	Drill Collar	43/4"	21/4"		NC-35
9	Drill Collar	3.1/2"	1.9/16"		2.3/8" IF (NC 26)
10	Cross Over For Above				
11	Bit Sub	3.1/2"			3.1/2" R

ANNEXURE-C

Details of collar based MWD tool for 8. 1/2" & 6" hole section

TOOL FEATURES	OIL Requirement	Bidder's offer	REF: FILE & PAGE NO. BY BIDDER
Telemetry Type	Positive mud pulse		
Collar Sizes	4¾", 6½" or 6¾", 7¾" or 8" – 9. 5/8"		
DLS (PER 100')	8. ½" Section: 2.5 ° - 7° / 100' 6" Section: 3 ° - 7° / 100		
FLOW RANGE (GPM)	Refer below ***		
MAX OPERATING TEMP.	130° C		
MAX OPERATING PRESSURE (PSI)	15000 - 20000		
REAL TIME UPDATE PERIOD	<= 20 Secs		
SURVEY TIME	<= 120 Secs		
DIRECTIONAL WITH	Minimum possible		

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MEASUREMENT POINT FROM BIT	GAMMA		
MEASUREMENT	TOOL FACE	± 1.5°	
ACCURACY	AZIMUTH	± 1.5°	
ACCURACT	INCLINATION	± 0.2°	
MEASUREMENT RA	ANGE:	0-100 deg or more	
LOST CIRCULATIO (MAX SIZE & CONC			
POWER SOURCE (OPERATING TIME, HRS)		Life > 150 Hrs	
DATA TRANSMISSION RATE (BITS/SEC)		Min. 3 bits/sec. or more and should be suitable to transmit data of various tools quoted in different segments of the tender	
MANUFACTURER / MODEL		Model Quoted Should be Latest and Best in Class	

- ➤ The system to complete with pulsar, electronic sensors, power source etc. for transmitting and recording down-hole data in real time.
- ➤ Min. Flow Rate: 300 GPM & Max. Flow Rate: 550GPM or more for 8 ½" hole section.
- Min. Flow Rate: 200 GPM & Max. Flow Rate: 350 GPM or more for 6" hole section;

Additional features/information (if any) is to be provided by the bidder.

ANNEXURE-D

SPECIFICATION OF 61/2" / 63/4" STEERABLE DOWNHOLE MUD MOTOR

MOTOR FEATURES	OIL'S REQUIREMENT	BIDDER'S OFFER	REF: FILE & PAGE NO. BY BIDDER
Flow Range in GPM	Min. Flow Rate: 300 GPM		
	Max. Flow Rate: 500 GPM or more.		
AKO/ABH Range (Min. Achievable)	0° - 2.5° or more		
Bit speed (Free Running / No Load)	Not less than 90 RPM to 160 RPM or more.		
Туре	Steerable with Adjustable Kick off sub/Adjustable Bend Housing		
Bearing type	Mud Lube or Oil sealed		
Length (Maximum)	30 – 35 feet		
Type of Connection	4½" API regular Box down and 4½"/4" API IF Box up. Or any		

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	other proprietary connection of the bidder for their entire BHA.		
Lifting Sub	Lifting Sub 4½"/4" API IF		
Max Operating Differential Pressure (Psi)	700 PSI or more		
Power Output	173 HP minimum		
Torque Operating 6500 NM minimum			
DLS Maximum Achievable	4° / 100′ or more		
Pass Through DLS:			
Sliding	4° / 100' or more		
Rotary	4° / 100' or more		
Stabilization	8%" screwed- on/built-in		
Manufacturer / Model	From the manufacturers as specified in Clause 7 under Section – II.		

- ➤ Match on sub have to be provided by the bidder in case of proprietary connection for fishing and other job along with the lifting sub. In case of non-standard tubular, bidder has to provide overshoot tool for fishing job.
- ➤ In case of proprietary connection, all cross over sub have to be provided by the bidder to match OIL's string.
- > System should be able to drill cement, float collar, float shoe and formation. However, any failure on bottom within 24Hrs from start of cement cleaning, float collar & Shoe will not be attributable to the Contractor.

Additional features/information (if any) is to be provided by the bidder using additional sheet.

&&&&&&&&&&&&&&&

<u>ANNEXURE - E</u>

SPECIFICATION OF DRILLING JARS (Hydro-mech/Hydraulic)

1.0	JAR FEATURES	OIL'S REQUIREMENT	BIDDER'S OFFER	REF: FILE & PAGE NO. BY BIDDER
	Length (Maximum)	30 feet (± 3 feet)		
Δ,	ID (Minimum)	2½" / 2.¾" ID		
OD Jar	Tool Joint	4½" API IF Box x Pin		
'634" ling J	Torsional Yield	Not less than 50,000 ft-lbs		
6½"/ Drill	Jar Up-stroke minimum	160,000 - 175000 pounds		
	Jar Down-stroke	37600 - 175000		
	minimum	pounds		

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Stroke Length (Up & Down)	12" Minimum	
Tensile Yield	730,000 Lbs.	
Max Operating Temp.	120° C or more	
Max Operating Pressure (Psi)	18000 PSI or more	
Manufacturer / Model	From the manufacturers specified in NIT.	

2.0	JAR FEATURES	OIL'S REQUIREMENT	BIDDER'S OFFER	REF: FILE & PAGE NO. BY BIDDER
	Length (Maximum)	30 feet (± 3 feet)		
	ID (Minimum)	2" - 2½" ID		
	Tool Joint	3½" API IF Box x Pin		
g Jar	Torsional Yield	Not less than 18,000 ft-lbs		
Drilling	Jar Up-stroke minimum	80000 pounds		
	Jar Down-stroke minimum	22000 pounds		
OD D	Stroke Length (Up & Down)	12" Minimum		
	Tensile Yield	362,000 lbs.		
43/4"	Max Operating Temp.	120° C or more		
4	Max Operating Pressure (Psi)	12000 PSI or more		
	Manufacturer / Model	From the manufacturers specified in NIT.		

- ➤ All x-over subs required for connection contractor's string to operator's drill string is to be provided and furnished by the CONTRACTOR.
- ➤ In case the contractor provides retrievable RA sources, assembly should have the suitable ID to retrieve the sources if any.
- > Additional features/information (if any) is to be provided by the bidder.

ANNEXURE-F SPECIFICATION OF DRILLING JAR INTENSIFIERS

	JAR INTENSIFIER FEATURES	OIL'S REQUIREMENT	BIDDER'S OFFER	REF: FILE & PAGE NO. BY BIDDER
<u>g</u>	Length (Maximum)	30 feet (± 3 feet)		
Drilling ifier	ID (Minimum)	2¾" / 2. ½"ID		
Ori fie	Tool Joint	4½" API IF Box x Pin		
	Torsional Yield (Minimum)	41,000 - 56200 ft-lbs		
4″ O Intel	Jar Up-stroke minimum	175,000 - 180,000 Lbs.		
/6³/ Jar	Jar Down-stroke minimum	150,000 - 175000 Lbs.		
6½"/6¾" Jar In	Stroke Length (Up & Down)	12" Minimum		
9	Tensile Yield (Minimum)	700,000 Lbs.		

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Manufacturer / Model	Should	be	100%	
Manufacturer / Model	compatible	e with	JARS	

	JAR INTENSIFIER FEATURES	OIL'S REQUIREMENT	BIDDER'S OFFER	REF: FILE & PAGE NO. BY BIDDER
	Length (Maximum)	30 feet (± 3 feet)		
_	ID (Minimum)	2¼" / 2. ½"ID		
Jar	Tool Joint	3½" API IF Box x Pin		
lling fier	Torsional Yield (Minimum)	20000 ft-lbs		
Dril	Jar Up-stroke minimum	85000 Lbs.		
വ	Jar Down-stroke minimum	75000 Lbs.		
	Stroke Length (Up & Down)	24" Minimum		
43/4"	Tensile Yield (Minimum)	360000 Lbs.		
	Manufacturer / Model	Should be 100% compatible with JARS		

Additional features/information (if any) is to be provided by the bidder.

ANNEXURE-G

SPECIFICATION OF LWD TOOLS FOR 6" and 8 1/2" HOLE SECTIONS

Service Description	Required Specifications
GR, Resistivity	Temperature rating: 300 deg F or more
(Induction type) hole size: 8.5	Pressure rating: 18000 PSI or more
inch and 6 inch	Measurement while drilling (MWD):
Code: GRIND	Resistivity and Gamma ray logging are required for 8.5 inch and 6 inch hole size and should be combinable & compatible with MWD and other LWD equipment.
	The provision of real time data transmission should exist. Data is to be recorded in memory mode as well. Data also is to be recorded while pulling out by back reaming / with pump-on.
	Resistivity Measurement:
	To be recorded in Multiple frequencies and in multiple depth of investigations (minimum 5). Bore-hole compensated phase & attenuation measurement systems with multiple depths of investigation
	Resistivity measurement: 0.2 to 200 Ohm-m and above
	Invasion Profile from curve separations
	Gamma Ray:
	Gamma Ray 0-250 API
	Gamma Ray:

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Service Description	Required Specifications
	Gamma Ray range between 0-250 API unit

ANNEXURE-H

SPECIFICATION OF ANNULUS PRESSURE AND ANNULUS TEMPERATURE TOOL FOR 8 ½" and 6" HOLE SIZE

TOOL FEATURES	OIL'S REQUIREMENT	BIDDER'S OFFER	REF: FILE & PAGE NO. BY BIDDER
ECD and ESD CAPABILITY	Pressure sensor to identify ECD(Equivalent Circulating Density) and ESD(Equivalent Static Density)		
ACCURACY	APWD pressure and temperature resolution should be 5 psi or less and 1.2 deg. C or less respectively		
MEASUREMENT CAPABILITY	Should be able to provide measurements in both OFF and ON conditions of the pumps.		
LOT CAPABILITY	Should be able to take min and max pressure measurements during LOT.		
MAX OPERATING TEMP.	120° C or more		
MAX OPERATING PRESSURE (PSI)	20000 PSI or more		
MANUFACTURER / MODEL	Model Quoted Should be Latest and Best in Class		

Additional features/information (if any) is to be provided by the bidder.

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ANNEXURE-I

SPECIFICATION OF NEUTRON, AZIMUTHAL DENSITY WITH IMAGING & CALIPER FOR 6" and 8 ½" (Call out) HOLE SECTION

Service Description	Required Specifications
Neutron,	Temperature rating: 300 deg F or more
Azimuthal	Pressure rating: 18000 PSI or more
Densitywith	Azimuthal Density Range = 1.8 to 2.8 gm/cc
imaging &	Pe = 1 to 10 units
Caliper hole	Neutron porosity = -6 to 54 P.U. or 0 to 60 P.U.
size: 8.5" and	
6" hole	Azimuthal density from four quadrant and images are to be
Code:	provided as per the operational requirement
RHONPHI	

ANNEXURE-J

1.0 SPECIFICATION OF ROTARY STEERABLE SYSTEM SUITABLE FOR DRILLING 8 ½" HOLE

FEATURES	OIL'S REQUIREMENT	BIDDER'S OFFER	REF: FILE & PAGE NO. BY BIDDER
Flow Range in GPM	Min. Flow Rate: 350 GPM Max. Flow Rate: 600 GPM or more.		
Nominal OD	6-3/4" / 6-1/2"		
Near Bit Inclination	4 M or less		
Azimuthal Gamma measurement from bit	6 M or less		
Max Operating Temp.	120° C or more		
Max Operating Pressure (Psi)	18000 PSI or more		
Type of Connection	4 ½" API Reg Box down and 4 ½" API IF Box Up Or any other proprietary connection of the bidder for their entire BHA.		
Lifting Sub	4 1/2" API IF		
DLS Maximum Achievable	5° / 30M or more.		
Minimum Circulating Hrs.	150 or more.		
Lost Circulation Material (Max Size & Concentration)	40 ppb or more of medium to fine nut.		

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Manufacturer	/	From	the	
Model	/	manufacturers		
		specified in NIT.		

- Should capable of kick up from vertical well
- > System should be capable of building, holding, and dropping well angle and should be capable of simultaneously changing azimuth in continuously rotating for optimum drilling performance and have capability for back reaming, if required.
- > System should have features of automated close loop deviation control system (i.e. it should have automated directional and inclinational hold control)
- > System should have two way communication system i.e. real time up link and down link facility for data transmission and for sending command to the bottom hole tools with mud pulse telemetry.
- > Type of down linking facility to be provided by bidder either by a separate skid mounted unit or by flow rate change of mud pumps.
- ➤ Match on sub have to be provided by the bidder in case of proprietary connection for fishing and other job along with the lifting sub. In case of non-standard tubular, bidder has to provide overshoot tool for fishing job.
- ➤ In case of proprietary connection, all cross over sub have to be provided by the bidder to match OIL's string.
- ➤ All stabilizers must be 4/3 slight spirals integral and sufficient bladed length of double tapered at both leading and trailing ends and should have sufficient opening / annular clearance with taper blade on stabilizer body.
- > System should be able to drill cement, float collar, float shoe and formation. However, any failure on bottom within 24Hrs from start of cement cleaning, float collar & Shoe will not be attributable to the Contractor.

Additional features/information (if any) is to be provided by the bidder.

2.0 SPECIFICATION OF ROTARY STEERABLE SYSTEM SUITABLE FOR DRILLING 6" HOLE

FEATURES	OIL'S REQUIREMENT	BIDDER'S OFFER	REF: FILE & PAGE NO. BY BIDDER
Flow Range in GPM	Min. Flow Rate: 150 GPM Max. Flow Rate: 350 GPM or more.		
Nominal OD	5" or less		
Near Bit Inclination	3 M or less		
Azimuthal Gamma measurement from bit	9 M or less		
Max Operating Temp.	120° C or more		
Max Operating Pressure (Psi)	18000 PSI or more		
Type of Connection	3 ½" API Reg Box down and 3 ½" API IF Box Up Or any other proprietary connection of the		

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	bidder for their entire BHA.	
Lifting Sub	3 ½" API IF	
DLS Maximum Achievable	8° /30M or more.	
Minimum Circulating Hrs.	150 or more.	
Lost Circulation Material (Max Size & Concentration)	40 ppb or more of medium to fine nut.	
Manufacturer / Model	From the manufacturers specified in NIT.	

- Should capable of kick up from vertical well
- > System should be capable of building, holding, and dropping well angle and should be capable of simultaneously changing azimuth in continuously rotating for optimum drilling performance and have capability for back reaming, if required.
- > System should have features of automated close loop deviation control system (i.e. it should have automated directional and inclinational hold control)
- > System should have two way communication system i.e. real time up link and down link facility for data transmission and for sending command to the bottom hole tools with mud pulse telemetry.
- > Type of down linking facility to be provided by bidder either by a separate skid mounted unit or by flow rate change of mud pumps.
- ➤ Match on sub have to be provided by the bidder in case of proprietary connection for fishing and other job along with the lifting sub. In case of non-standard tubular, bidder has to provide overshoot tool for fishing job.
- ➤ In case of proprietary connection, all cross over sub have to be provided by the bidder to match OIL's string.
- ➤ All stabilizers must be 4 slight spirals integral and sufficient bladed length of double tapered at both leading and trailing ends and should have sufficient opening / annular clearance with taper blade on stabilizer body.
- System should be able to drill cement, float collar, float shoe and formation. However, any failure on bottom within 24Hrs from start of cement cleaning, float collar & Shoe will not be attributable to the Contractor.

Additional features/information (if any) is to be provided by the bidder.

ANNEXURE-K

SPECIFICATION OF DISTANCE & DIRECTION TO BED BOUNDARY IDENTIFICATIONFOR 6" HOLE SECTION

Service Description	Required Specifications
Distance &	Temperature rating: 300 deg F or more
Direction to	Pressure rating: 18000 PSI or more
Bed	Should be combinable with Directional, GR, Induction & APWD tool
Boundary	Uses electromagnetic propagation at 20 KHzor more frequency.

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Service Description	Required Specifications
Identification hole size: & 6 inch	Uses electromagnetic propagation to detect formation or fluid boundaries in a radius up to 15ft, 360 degrees around the bore hole with direction from tool.
Code:DDBBI	Can detect the direction of these boundaries at any angle out of 360 degrees around the borehole (for the situation when the boundary is not directly above or below but could approach from any angle around the borehole).
	Distance to boundary (formation fluid) with direction to be measured and provided by DBBI tool.
	Special Scope of work for DBBI:
	Preparation of pre job modeling (layer wise-depth wise model of formation in which drain hole is planned to be drilled) and it's updating with the data acquired
	Post job analysis (layer wise-depth wise model of formation in which drain hole has been drilled and position of well in the formation and model update(revised layer wise-depth wise model of formation based upon drilled data.
	The services of one DBBI specialist with 2 years or more well placement experience has to be provided along with DBBI tool at well site during the operating mode of DBBI tool in 12 hour shift(total 2 nos.) at no additional cost.
	They will endeavor to achieve the targets to be provided during the period of drilling and they will endeavor to achieve the targets set by OIL.
	Type of DBBI Tool offered:
	Bidder to confirm whether offered tool/service is an a) Independent tool and combinable with Induction resistivity tool quoted under code GRIND Or
	b) Tool capable of meeting both DDBBI & Induction resistivity requirement under. GRIND
	Bidder has to mention what type of tool they are offering against DDBBI. Bidder may indicate both with literature initially if available.
	Conditions:
	Following conditions will apply in the case contractor offers and mobilizes DDBBI tool capable of DDBBI and induction resistivity of GRIND.
	Contractor can mobilize DBBI tool capable of performing services of induction resistivity tool of GRIND. In such case standby and operating charges as per GRIND only will be payable. As and when this tool is offered by contractor as DDBBI service on company's request, then one stand by charges for this tool will be payable as per GRIND and operating charges will be payable for DDBBI and GRIND both.

ANNEXURE-L

DELIVERABLES FOR TOOLS MENTIONED ABOVE

SI	Equipment/ Description	Real Time Output	Memory Mode Output after each round trip	Processed Output (after completion of a hole section)	Processed Output (after completion of a well)
(1)	Delivery Time	Real-Time while Drilling/Trippin g	Within 24 hrs. of round trip	Within 3 days of completion of Hole Section	Within 3 days of completion of Well
(11)	Deliverable s	whenever Memory Mode		Memory Recorded Mode Log Prints 2 Copies each	QC'd Recorded Mode Composite Log Prints 2 Copies each LAS/DLIS and PDF format In DVD
(111)	Directional , GR, Resistivity (Induction type) (GRIND) hole size: 8.5 & 6 inch	GR - 0 -250 API Phase Shift resistivity - Minimum 3 Curves Attenuation Resistivity - Minimum 1 Curve (Resistivity Curves to be transmitted after prior discussion with Company)	GR - 0 -250 API Phase Shift resistivity - Minimum 4 Curves Attenuation Resistivity - Minimum 4 Curves All resistivity curves should be borehole compensated and environmentally corrected.	Memory Recorded Mode Log Prints of GR - 0 - 250 API Phase Shift resistivity - Minimum 4 Curves Attenuation Resistivity - Minimum 4 Curves All resistivity curves should be borehole compensated and environmentally corrected.	Recorded Mode Composite Log Prints Average GR – 0 -250 API Phase Shift resistivity – Minimum 4 Curves Attenuation Resistivity – Minimum 4 Curves All resistivity curves should be borehole compensated and environmental ly corrected.
(IV)	Neutron, Azimuthal Density with imaging & Calliper (RHONPHI) hole size: 6 inch	Quadrant Density- Minimum Top and Bottom Density transmitted in real-time ("bottom" density in case	Field Deliverable recorded mode data consisting the following:- Quadrant Density Quadrant	Recorded mode Data: Quadrant Density Quadrant Density Correction Calliper (Ultrasonic / Density)	Recorded mode Composite Data and End of Well Report :- Density Quadrant

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SI	Equipment/ Description	Real Time Output	Memory Mode Output after each round trip	Processed Output (after completion of a hole section)	Processed Output (after completion of a well)
		of a deviated borehole) Quadrant Density Correction PEF-O- 10 Thermal Neutron Porosity - environmentally -corrected log curves on-depth 16 Sector Density Image Real-time data at 2 data points / ft. or better	Density Correction Calliper (Ultrasonic / Density) PEF-0-10 Thermal Neutron Porosity - Environmentally corrected log curves on-depth Time after Bit Sliding indicator 16 Sector Static Density Image	PEF - 0- 10 Thermal Neutron Porosity environmentally- corrected log curves on-depth Time after Bit Sliding indicator 16 Sector Static Density Image Corrected near far counts of neutron should also be provided One copy in LAS/DLIS to Logging Services.	Density Quadrant Density Correction Calliper (Ultrasonic /Density) PEF - 0- Thermal Neutron Porosity environmenta nally corrected curves on depth Time after Bit Sliding indicator 16 Sector Static Density Image Image Derived Density

ANNEXURE-M

- Liner Hanger with Packer for: 1.
- i) (7 inch. / 29 PPF / BTC / N - 80) X (9.5/8 inch / 47 PPF) = 3 (three) Nos. The liner hanger should be complete with but not limited to:

All floating / Guiding accessory inclusive of Tie - Back Receptacle, Running Tool or Setting Tool, 5 inch. Drill Pipe Cementing Head / manifold with Cementing accessory for successful lowering of 7 inch. Liner / setting of hanger, cementing of liner and setting of Packer.

The Hanger and Packer must be set in one trip.

Make = TIW OR EQUIVALENT

Type = IB R Hydro – Hanger (complete assembly) = with LG Setting Collar and RPOB

ii)

(4.1/2 inch / 11.60 PPF / BTC / N - 80) X (7 inch. 人29 PPF) 3(three)Nos. It should be complete with but not limited to:

Guide shoe with solid cement nose inclusive of Tie – Back Receptacle, Running Tool or Setting Tool (without any cementing accessory) for successful lowering of 4.1/2 inch. Slotted Liner / setting of hanger and setting of packer.

The Hanger and Packer must be set in one trip.

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Make = TIW

Type = Mechanical Hanger ( complete assembly)

= with EJ - IB with RH JAY, C Setting

Collar & Liner Swivel
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ANNEXURE-N

iii) SLOTTED LINER WITH SAND SCREEN

I) O.D. = 4.1/2 inch.

II) Coupling O.D. = 5 inch.

III) Weight = 11.60 PPF

IV) Grade = N - 80

V) Connection = BTC

VI) API Range = III (10.50 meter- minimum / 11.50 meter - (maximum length)

VII) Slot Size = 0.002 - 0.0045 inch.

VIII) Slot Length = 4 Centi Meter

- IX) Minimum number of slots = 5500 nos. per joint of slotted liner
- X) Slot lay out pattern in each joint = 32 slots in one row (Uniformly spaced circumferentially)
- XI) Total length of liner = 880 Meter (Plain pipe & Slotted pipe combined for 3 wells)
- XII) Minimum length of slotted pipe = 70% of 880 Meter (i.e. 616 Meter)

NOTE:

The specification for slotted liner being used by OIL presently in Horizontal wells is furnished in ANNEXURE – N. However, the successful bidder needs to design the same based on actual field conditions/data (to be collected from OIL) upon notification by OIL and the detail specifications are to be provided to OIL after designing.

Bidders need to quote the rate for Slotted liner in the price schedule, which will not change even if the actual design varies from the above specifications.

iv) SPECIFICATION OF STAND - OFF BAND & STOP COLLAR FOR 81/2" HOLE SECTION

SI. No.	ITEM	Casing Size & (Hole Size)	MAKE & MODEL	Qty

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1	Stand – off Band	7 inch &	TOP - CO Type 340 Equivalent Casing Stand -	off Band	OR	210 Nos.
2	Stop – Collar	(8.1/2 inch)	TOP – CO Type 415 Equivalent Liner Stop Colla	ar	OR	210 Nos.

ANNEXURE-P

OR EQUIVALENT

SPECIFICATION OF CENTRIFUGE

Make : BRANDT

MODEL: VSD - HS 3400

DESCRIPTION: High Speed Decanter with Variable

Speed Hydraulic Drive

With Feed Pump / Charge Pump

Make: SEPEX Capacity: 200 GPM

Progressive Cavity Pump)

Motor H.P for running Centrifuge: 60

Motor H.P for running Feed Pump : 25

Centrifugal "G" force: 7.0 G or higher

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PHOTO

BIO-DATA AND EXPERIENCE OF PERSONNEL

Format for CV of MWD/ LWD Engineer and Directional Driller

	Experience in last three years										
	Year	From Date	To Date	Nan of Organiz	f	Client/ Project	d	o. of lays orked	No. of wells drilled	Type of wells drilled	Worked as
L											
\vdash				<u> </u>			 				
	Format for Other personnel										
1	С	ATEGORY	Y OF JO	B / POS	Т		:				
2	Ν	AME OF I	NCUME	3ENT			:				
3	Р	RESENT A	ADDRES	SS			:				
4	Н	IOME ADD	DRESS				:				
5	Ν	ATIONALI	ITY				:				
6	D	ATE OF B	31RTH				:				
7	Α	CADEMIC	QUALI	FICATIO	N		:				
8	Т	ECHNICA	L QUAL	.IFICATIC	N		:				
9	7 TOTAL EXPERIENCE IN THE RELATED : FIELDS (IN YEARS)										
1(10 JOB EXPERIENCE RESUME :										
	SL NC			RIENCE		S OF WEL	L		ME OF	PLACE (OF WORK
L		FRC)M	TO		DRILLED		COI	MPANY		
				Į.	i						

NOTE: TO ATTACH ALL SUPPLEMENTARY including present & previous Appointment letter and Client's approval DOCUMENTS.

SIGNATURE OF THE BIDDER

Name:

Certifications:

Educational Qualification:

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DETAILS OF CONTRACTS EXECUTED BY THE BIDDER FOR DRILLING DIRECTIONAL WELLS

Sr. No.	Client Contact Details	Contract No. & Date	Duration of Contract	Scope of work	Documents Provided in Bid (*)

(*) Bidder should submit copy of relevant portion of the Contract containing "Client Name, Contractor Name, Contract No. & date, scope of work etc. along with performance certificates.

Authorised Person's Signature: _	
Name:	
Seal of the Bidder:	

ANNEXURE - DD

Details in support of Bidder's experience in providing RSS - MWD/LWD combination services

Authorised Person Signature :	
Name :	

					<u>S</u>		ent		Support Document Provided in Bid							
Well Name	Type of well	ompletior	Location	Client Name	tact Detai	End Depth (M)	is-placem	is-placem Offered		re Dril				st Dri		Authe nticati on
Well I	Type	Date of Completion	Loca	Client	Client Contact Details	End De	Horizontal Dis-placement	Services	Well Plans	Directional Proposal	BHA Analysis	Torque &Drag Analysis	Well Plots	Surveys	BHA	Client Certificate with Well
1																
2																
3																
4																
5																
6																
7																

Seal of the Bidder

&&&&& End of Specifications of tools for FHQ, Duliajan &&&&&&

-- END OF BID DOCUMENT --

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