

OIL INDIA LIMITED
(A Government of India Enterprise)
P.O. Duliajan, Pin – 786602
Dist-Dibrugarh, Assam

INVITATION FOR BID

OIL INDIA LIMITED, invites **International Competitive Bids(ICB)** under Single Stage Two Bid system from reputed eligible bidders for the below service through its E-procurement portal <https://etender.srm.oilindia.in/irj/portal>. Details for purchasing bid documents, participation in the e-tender and complete details of the tender are available on OIL's e-procurement portal <https://etender.srm.oilindia.in/irj/portal> and OIL's website www.oil-india.com. All corrigenda, addenda, amendments, time extension, clarifications etc. to the tender will be hosted on the above website and in the e-tender portal only and no separate notification shall be issued in the press. Prospective bidders are requested to regularly visit the website and e-portal to keep themselves updated.

Invitation for Bid (IFB) No./ Tender No.:	CDG6002P18
Service Required:	Charter Hire of 2(two) Nos. 500HP (Min) - 750 HP(Max) Capacity Workover Rigs for a Period of 3(Three) years in the States of Assam & Arunachal Pradesh
Period of sale of Tender Document:	One week prior to Bid Closing Date
Tender Fee:	INR 60,000.00 or US\$ 1000.00
Bid Closing Date & Time:	16.11.2017 (11:00 HRS IST)

Details of the IFB can be viewed using "Guest Login" provided in the e-procurement portal. No. physical tender document will be issued by OIL.



FORWARDING LETTER

M/s _____

Sub: IFB No. CDG6002P18 for Charter Hire of 2(two) Nos. 500HP(Min.)-750 HP(Max.) Capacity Workover Rigs Packages for a Period of 3(Three) years in the States of Assam & Arunachal Pradesh.

Dear Sirs,

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

2.0 In connection with its operations, OIL invites International Competitive Bids (ICB) from competent and experienced Contractors through OIL’s e-procurement site for **Charter Hire of 2(Two) Nos. of 500HP(Min)-750 HP(Max) Capacity Workover Rigs Packages for a Period of 3(Three) years in the States of Assam & Arunachal Pradesh** with a provision of extension by 1(One) year more at the same rates, terms & conditions at OIL’s option. 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.	:	CDG6002P18
(ii)	Type of Bidding	:	Online-Single Stage-Two Bid System
(iii)	Tender Fee	:	INR 60,000.00 or US \$ 1000.00 is inclusive of GST.
(iv)	Period of Sale	:	One week prior to Bid Closing Date (As mentioned in Online E-tender portal)
(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	:	Office of CGM-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.39,00,000.00/- or US\$ 59,100.00
(xiii)	Bid Security Validity	:	15.04.2018
(xiv)	Original Bid Security to be submitted	:	Office of CGM-CONTRACTS, CONTRACTS DEPARTMENT, OIL INDIA LIMITED, DULIAJAN, ASSAM-786 602, INDIA
(xv)	Amount of Performance Security	:	10% of Annualised Contract value
(xvi)	Validity of Performance Security	:	Up to 3 months from date of completion of contract
(xvii)	Duration of the Contract	:	3(Three) years from the date of commencement of contract with a provision for extension by 1(one) year at same rate, terms and conditions at OIL's options.
(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	:	CGM-Contracts, Contract Department, Oil India Limited, Duliajan-786602, Assam, India.
(xxi)	Last date of receipt of Queries	:	02.11.2017 (Queries received after 02.11.2017 will not be entertained)

3.0 INTEGRITY PACT : The Integrity Pact must be uploaded in OIL's E-procurement portal along with the Technical Bid digitally signed by the same signatory who signed the Bid i.e. who is duly authorized to sign the Bid. If any bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid shall be rejected straightway. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who signs the Bid.

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** and **Encryption certificate** as per Indian IT Act from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India (<http://www.cca.gov.in>). **Digital Signature Certificates having "Organization Name" field as "Personal" are not acceptable.**

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

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

4.4 Bidders must have a valid User ID to access OIL's e-Procurement site for submission of bid. Vendors having User ID & password can purchase bid documents **online 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.

4.5 Parties, who do not have a User ID, can click on **Guest** login button in the E-portal to view and download the available open tenders. **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.

4.6 **TENDER FEE:**

4.6.1 **MODE OF PAYMENT:** Tender fee should be paid only through the payment gateway available on OIL's e-Tender Portal. Generally, no other mode of payment shall be accepted.

4.6.2 **EXEMPTION OF TENDER FEE:** If the bidder is a Micro or Small Enterprise [MSEs] under the Micro, Small and Medium Enterprises Development Act, 2006 and is registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises, then they are exempted from payment of tender fees for the items/services for which they are registered. Copy of valid Registration Certificate, must be enclosed along with the application for issuing tender documents and the Registration Certificate should clearly indicate the items/services for which bidder are registered [or they intend to quote against OIL's tenders] with any of the aforesaid agencies.

4.6.3 The Central Govt. Departments and Central Public Sector Undertakings will also be exempted from the payment of tender fee. Parties registered with DGS&D, having valid certificates will be exempted from payment of tender fee.

5.0 **IMPORTANT NOTES:**

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

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

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

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

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

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

vi) The authenticity of digital signature shall be verified through authorized CA after bid opening. If the digital signature used for signing is not of "Class -3" with Organizations name, the bid will be rejected.

vii) The tender is invited under **SINGLE STAGE-TWO BID SYSTEM**. The bidders shall submit both the "TECHNICAL" and "PRICED" bids through electronic form in the OIL's e-Procurement portal within the Bid Closing Date and Time stipulated in the e-Tender portal. The Technical Bid should be submitted as per Scope of Work & Technical Specifications along with all technical documents related to the tender and uploaded in **"Technical Attachments" Tab only. Bidders to note that no price details should be uploaded in "Technical Attachments" Tab Page. Details of prices as per Price Bid format/Priced bid to be uploaded under "Notes & Attachments" tab. A screen shot in this regard is shown below. Offer not complying with above submission procedure will be rejected as per Bid Evaluation Criteria mentioned in Clause 1.0 of (B) Commercial Evaluation Criteria.**

RFx Response Number 60037504 RFx Number TESTARUP Status In Process Submission Deadline 15.04.2017 11:00:00 INDIA Opening Date 15.04.2099 00:00:00 INDIA
RFx Response Version Number Active Version RFx Version Number 1

RFx Information Items Notes and Attachments Conditions Summary Tracking

Basic Data Questions Technical Attachments

▼ Notes

Clear

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

▼ Attachments

▼ cFolder Attachments

Add Attachment Delete Verify Signature

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

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

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

On “EDIT” Mode, Bidders are advised to upload “Technical Bid” and “Priced Bid” in the respective 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, click on Add Attachment, a browser window will open, select the file from the PC and name the file under Description, Assigned to General Data and click on OK to digitally sign and upload the File. Please click on Save Button of the Response to Save the uploaded files.

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

Thanking you,

Yours faithfully,
OIL INDIA LIMITED

(BHAGYA SONOWAL)
SR. MANAGER CONTRACTS (G)
FOR CGM-CONTRACTS
For RESIDENT CHIEF EXECUTIVE

PART - 1
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/Bid Rejection Criteria, (Part-2)
- (d) General Conditions of Contract, (Part-3, Section-I)
- (e) Terms of Reference/Technical Specification, (Part-3, Section-II)
- (f) Special Conditions of Contract, (Part-3, Section-III)
- (g) Schedule of Rates, (Part-3, Section-IV)
- (h) Estimated CIF value of items at the time of import, (Proforma-A)
- (i) Price Schedule Format, (Proforma-B)
- (j) Bid Form, (Proforma-C)
- (k) Statement of Non-Compliance, (Proforma-D)
- (l) Bid Security 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) Bid Evaluation Sheet (Proforma-J)
- (r) Technical Evaluation Sheet (Proforma-K)
- (s) Integrity Pact, (Annexure-A)
- (t) Proforma for Parent Company Agreement & Guarantee, (Annexure-VI(a) & Annexure-VI(b))
- (u) Parent/Ultimate Parent/Holding company's corporate Guarantee towards Financial Standing (Annexure-VI(c))
- (v) Proforma for Sister Subsidiary/Co- Subsidiary Company Agreement, (Annexure-VII)
- (w) Safety Measures (Annexure-X)
- (x) Proforma of Bank Guarantee towards PP-LC (Annexure-XI)
- (y) Purchase preference policy-linked with Local Content (PP - LC) notified vide Letter No. O-27011/44/2015-ONG-II/FP dated 25.04.2017 of MoP&NG (Annexure-XII)
- (z) Annual Turnover & Net worth of Bidder (Annexure-B)

- 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". All prospective bidders to whom Company has issued the Bidding Documents shall also be intimated about the amendments through post/courier or by Fax or e-mail. 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 Response" under the tab "Amendments to Tender Documents"] 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

- 5.0 **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. 11.10 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-A, attached with the bid document to be digitally signed by the bidder.
- (ix) Bid Evaluation Sheet (Proforma-J)
- (x) Technical Evaluation Sheet (Proforma-K)

(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 which will be borne by the Company) and taxes (excluding GST) including Corporate Income Tax, Personal 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:

10.1 These are listed in **BID REJECTION CRITERIA (BRC) / 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 sub-clause 11.8.

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 any one of the following forms:

- (a) A Bank Guarantee or irrevocable letters of Credit in the prescribed format vide **Proforma-E** or in another form acceptable to the Company: Bank

Guarantee/LC issued from any of the following Banks only will be accepted:

- i) Any Nationalised / scheduled Bank in India or
- ii) Any Indian branch of a Foreign Bank or
- iii) Any reputed foreign Bank having correspondent Bank in India

The Bank Guarantee / LC shall be valid for 30 days beyond the validity of the bids 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.

- (b) A Cashier's cheque or Demand Draft drawn on 'Oil India Limited' and payable at Duliajan, Assam.

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) If any bidder withdraws their Bid during the period of bid validity.
- ii) If any bidder alters their Bid during the period of bid validity or if the bidder increases the price during the period of bid validity.
- iii) If the bidder does not accept the LOA issued by Company within the validity of the bid.
- iv) If the bid is accepted by OIL, and work is awarded but the contractor does not furnish the Performance Security.

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 Cashier Cheque or Bank Draft must be uploaded by bidder along with the Technical bid in the "Technical Attachment" of OIL's E-portal.** The original Bid Security shall be submitted by bidder to the office of **CGM-Contracts**, Oil India Ltd., Duliajan-786602(Assam), India in a sealed envelope which must reach CGM-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 Bank Guarantee issuing bank branch must ensure the following:

The Bank Guarantee issued by the bank must be routed through SFMS platform as per the following details:

- i) "MT 760 / MT 760 COV for issuance of bank guarantee.
- ii) "MT 760 / MT 767 COV for amendment of bank guarantee.

The above message/intimation shall be sent through SFMS by the BG issuing bank branch to Axis Bank, Duliajan Branch, IFS Code – UTIB0001129, Branch address – AXIS Bank Ltd., Duliajan Branch, Daily Bazar, Jyotinagar, Duliajan, District Dibrugarh, PIN – 786602. The Bank details are as under:

	Bank Details of Beneficiary	
a	Bank Name	AXIS BANK LTD
b	Branch Name	DULIAJAN BRANCH
c	Branch Address	DAILY BAZAR, JYOTI NAGAR,DULIAJAN , DIST. DIBRUGARH, ASSAM , PIN 786602 State: ASSAM
d	Banker Account No.	910020040028220
e	Type of Account	Current Account
f	IFSC Code	UTIB0001129
g	MICR Code	786211302
h	SWIFT Code	AXISINBB140
i	Contact No.	+919706011291
j	Contact Person Name	RUPAM BHUYAN
k	Fax No.	03742800089
l	Email Id	duliajan.branchhead@axisbank.com

12.0 EXEMPTION FROM SUBMISSION OF BID SECURITY:

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

12.2 If the bidder is a Micro or Small Enterprises (MSE) registered with District Industry Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME, then they are also exempted from submitting Bid Security. Bidding MSEs shall have to submit a Copy of valid Registration Certificate clearly

indicating the monetary limit, if any and the items for which bidder are registered with any of the aforesaid agencies.

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

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.

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 **"HELP DOCUMENTATION"** 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 which shall not be considered.

However, the following documents in two sets 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 CGM-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 along with 2(two) copies
- 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 furnish the name and address of their Agent/Representative/Retainer/Associate in India and clearly indicate nature and extent of services to be provided by such an Agent/Representative/Retainer/Associate in India and also stating in their bids whether the Agent/Representative/Retainer/Associate is authorized to receive any commission. The rate of the commission included in the quoted rates of bidder should be indicated which would be payable to Agent/Representative/Retainer/Associate in non-convertible Indian currency according to Import Trade Regulation of India. Unless otherwise specified, it will be assumed that agency commission is not involved in the particular bid.

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

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

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 LATE BIDS:** 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. In case of receipt of only one Bid on the Bid Closing Date and Time, OIL may extend the Bid Closing /Opening Date by 2(two) weeks. However, the bidder whose bid has been received within the bid closing date and time, will not be allowed to revise their Bid/prices. Withdrawal of such Bid is also not permitted.

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 Bid for which an acceptable notice of withdrawal has been received 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 Company shall prepare, for its own records, minutes of bid opening including the information disclosed to those present in accordance with the sub-clause 21.3.
- 21.6 Normally, no clarifications shall be sought from the Bidders. However, for assisting in the evaluation of the bids especially on the issues where the Bidder confirms compliance in the evaluation and contradiction exists on the same issues due to lack of required supporting documents in the Bid (i.e. document is deficient or missing), or due to some statement at other place of the Bid (i.e. reconfirmation of confirmation) or vice versa, clarifications may be sought by OIL. In all the above situations, the Bidder will not be allowed to change the basic structure of the Bid already submitted by them and no change in the price or substance of the Bid shall be sought, offered or permitted.

- 21.7 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.
- 21.8 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.
- 21.9 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 Priced bids of the unsuccessful bidders which remain unopened with OIL may be returned to the concerned bidders on request only after receipt of Performance Security from the successful bidders after issue of Letter of Award (LOA) by OIL.
- 22.3 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.
- 22.4 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 REJECTION CRITERIA (BRC) / BID EVALUATION CRITERIA (BEC), PART-2** of the Bid Documents.

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 **sub-clause 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 Within 30 days of issue of LOA, the successful Bidder shall sign and date the contract and return it to the Company. 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 within the period specified above or any other time period specified by Company, 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-A** of the Bid Document. The Integrity Pact has been duly signed digitally by OIL's competent signatory and uploaded in the OIL's e-portal. The Integrity Pact shall be returned by the bidder (along with the technical Bid) duly signed by the same signatory who signed the Bid i.e. who is duly authorized to sign the Bid. Uploading the Integrity Pact in the OIL's E-portal with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who has signed the bid. **If any bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid shall be rejected straightway.**

34.2 OIL has appointed Shri Rajiv Mathur, IPS(Retd), Shri Satyananda Mishra, IAS(Retd.) and Shri Jagmohan Garg, Ex-Vigilance Commissioner 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
- c. Shri Jagmohan Garg, Ex-Vigilance Commissioner, CVC
E-Mail id: jagmohan.garg@gmail.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.

37.0 Purchase preference policy (linked with Local Content) (PP-LC) notified vide letter no.O-27011/44/2015-ONG/II/FP dated 25.04.2017 of MoPNG.

37.1 In case a bidder is eligible to seek benefits under PP-LC policy as well as Public Procurement Policy for MSEs - Order 2012, then the bidders should categorically seek benefits against only one of the two policies i.e. either PP-LC or MSE policy. If a bidder seeks free of cost tender document under the MSE policy, then it shall be considered that the bidder has sought benefit against the MSE policy and this option once exercised cannot be modified subsequently.

37.2 Bidders seeking Purchase preference (linked with local content) (PP-LC) shall be required to meet / exceed the target of Local Content (LC) of **50%**

37.2.1 Such bidders shall furnish following undertaking on its letter head along with their techno-commercial bid. The undertaking shall become a part of the contract.

“We _____ (Name of the bidder) undertake that we meet the mandatory minimum Local Content (LC) requirement i.e. _____ (to be filled as notified at Enclosure I of the policy) for claiming purchase preference linked with Local Contents under the Govt. policy against under tender no. _____.”

37.2.2 Above undertaking shall be supported by the following certificate from Statutory Auditor engaged by the bidder, on the letter head of such Statutory Auditor.

“We _____ the statutory auditor of M/s _____ (name of the bidder) hereby certify that M/s _____ (name of the bidder) meet the mandatory Local Content requirements of the Services i.e. _____ (to be filled by the work center as notified at Enclosure I of the policy) quoted vide offer No. _____ dated _____ against OIL tender No. _____ by M/s _____ (Name of the bidder).

Note: In case of bidder(s) for whom Statutory Auditor is not required as per law required certificates shall be provided by a practicing Chartered Accountant.

37.2.3 At the bidding stage the bidder shall provide Break-up of “Local Component” and “Imported Component” in the prescribed format enclosed as **Proforma-BB (PP-LC)** of the policy and shall be uploaded by the bidders along with their price bid in the e-procurement portal.

37.3 Eligible (techno-commercially qualified) LC bidder shall be granted a purchase preference to 10% i.e. where the evaluated price is with 10% of the evaluated lowest price of Non Local Content (NLC) bidder, other things being equal. Accordingly, purchase preference shall be granted to the eligible (techno-commercially qualified) LC bidder concerned, at the lowest valid i.e. NLC price bid.

37.3.1 Only those LC bidders whose bids are within 10% of the NLC L1 bid would be allowed an opportunity to match L1 bid. All the eligible LC bidders shall be asked to submit their confirmation to match their price in sealed envelopes. Envelopes of the bidders shall be opened and award for the prescribed quantity shall be made to the lowest evaluated TA/CA bidder among the eligible LC bidders. In case the lowest eligible LC bidder fails to match L1 price, the next eligible LC bidder will be awarded the prescribed quantity and so on. In case none of the eligible LC bidders matches the L1 bid, the actual bidder holding L1 price will secure the order.

37.4 Order for supply of 50% of the tendered quantity would be awarded to the lowest techno-commercially qualified LC bidder, subject to matching with valid NLC L1 price. The remaining will be awarded to L1 (i.e. NLC bidder). Prescribed 50% tendered quantity for LC bidders shall not be further sub-divided among eligible LC bidders.

37.4.1 However, if L1 bidder happens to be a LC bidder, the entire procurement value shall be awarded to such bidder.

- 37.4.2** When the tendered goods/services cannot be divided in the exact ratio of 50% / 50% then OIL reserve the right to award on lowest eligible PP-LC bidder for quantity not less than 50%, as may be dividable.

For example

In case tendered quantity is 3 (not divisible in the ratio of 50:50), PP-LC bidder shall get order for 2 nos. only and the rest will go to L-1 (NLC bidder).

OR

(Alternate clause applicable for cases where tendered quantity cannot be divided).

- 37.5** The tendered quantity is not splitable / non-dividable / cannot be procured from multiple sources. Hence, the entire procurement value shall be awarded to the lowest techno-commercially qualified LC bidder subject to matching with valid NLC L1 rates.

- 37.6** For the purpose of this policy, all terms used vide aforesaid policy shall be governed by the definitions specified at para 2 of the policy document notified by MoPNG vide letter No. O-27011/44/2015-ONG/II/FP dated 25.04.2017.

- 37.7** The successful bidder shall be obliged to fulfill the requirements of quality and delivery time in accordance with the provisions of the Purchase order/contract.

OIL shall have the right to satisfy itself of the production capability and product quality of the manufacturer.

37.8 Determination of LC:

- 37.8.1** LC of Services shall be calculated on the basis of the ratio of service cost of domestic component in service to the total cost of services.

- 37.8.2** The total cost of service shall be constituted of the cost spent for rendering of service, covering :

- a) Cost of component (material), which is used.
- b) Manpower and consultant cost, cost of working equipment/facility, and
- c) General Service cost, excluding profit, company overhead cost, taxes and duties.

- 37.8.3** The criteria for determination of cost of local content in the service shall be as under:

- a) In the case of material being used to help the provision of service, based on country of origin.
- b) In the case of manpower and consultant based on INR component of the services contract.
- c) In the case of working equipment/facility, based on country of origin and
- d) In the case of general service cost, based on the criteria as mentioned in clauses a, b and c above.
- e) Indian flag vessels in operation as on date.

- 37.8.4** Determination of Local Content: The determination of local content of the working equipment/facility shall be based on the following provision.

Working equipment produced in the country is valued as 100% (one hundred percent) local content, working equipment produced abroad is valued as much as nil (0% percent) local content.

37.9 Calculation of LC and Reporting:

- 37.9.1** LC shall be calculated on the basis of verifiable data. In the case of data used in the calculation of LC being not verifiable, the value of LC of the said component shall be treated as nil.
- 37.9.2** Formats for the calculation of LC of services may be seen at **Enclosure-III** of the policy document.
- 37.10 Certification and Verification:**
- 37.10.1** Bidder seeking Purchase Preference under the policy, shall be obliged to verify the LC of goods as follows:
- 37.10.1.1** At bidding stage:
- a) Price Break-up
 - (i) The bidder shall provide break-up of “Local Component” and “Imported Component” along with the price bid as per provisions under clause 37.3.
 - (ii) Bidder must have LC in excess of the specified requirement.
 - b) Undertaking by the bidder
 - i. The bidder shall submit undertaking along with the techno-commercial bid as per clause no. 37.1, such undertaking shall become a part of the contract.
 - ii. Bidder shall also submit the list of items / services to be procured from Indian manufacturers / service providers.
 - c) Statutory Auditor’s Certificate

The Undertaking submitted by the bidder shall be supported by a certificate from Statutory Auditor as per clause 37.2.
- 37.10.1.2** After Contract Award
- a) In the case of procurement cases with the value less than Rs. 5 crore (Rupees Five Crore), the LC content may be calculated (self-assessment) by the contractor and certified by the Director/Authorized Representative of the Company.
 - b) The verification of the procurement cases with the value Rupees Five Crore and above shall be carried out by a Statutory Auditor engaged by the bidder.
- 37.10.2** Each supplier shall provide the necessary local content documentation to the statutory auditor, which shall review and determine the local content requirements have been met and issue of local content certificate to that effect on behalf of OIL, stating the percentage of local content in the good or service measured. The Auditor shall keep all necessary information obtained from suppliers for measurement of Local Content confidential.
- 37.10.3** The Local Content certificate shall be submitted along with each invoice raised. However, the % of local content may vary with invoice while maintaining the overall % of Local Content for the total work/purchase of the pro-rata Local Content requirement. In case, it is not satisfied cumulatively in the invoices raised up to that stage, the supplier shall indicate how the local content requirement would be met in the subsequent stages.

- 37.10.4** Where currency quoted by the bidder is other than Indian Rupee then the bidder claiming benefits under PP-LC shall consider exchange rate prevailing on the date of notice inviting tender (NIT) for the calculation of Local Content.
- 37.10.5** OIL shall have the authority to audit as well as witness production processes to certify the achievement of the requisite local content.
- 37.11** **Sanctions :**
- 37.11.1** OIL shall impose sanction on bidder not fulfilling LC of goods/services in accordance with the value mentioned in certificate of LC.
- 37.11.2** The sanctions may be in the form of written warning, financial penalty and blacklisting.
- 37.11.3** If the bidder does not fulfill his obligation after the expiration of the period specified in such warning, OIL shall initiate action for blacklisting such bidder/successful bidder.
- 37.11.4** A bidder who has been awarded the contract after availing Purchase Preference is found to have violated the LC provision, in the execution of the procurement contract of goods and/or services shall be subject to financial penalty over and above the PBG value prescribed in the contract and shall not be more than an amount equal to 10% of the Contract Price.
- 37.11.5** In pursuance of the clause No. 37.11.4 above, towards fulfillment of conditions pertaining to Local Contents in accordance with the value mentioned in the certificate of LC, the bidder shall have to submit additional Bank Guarantee (format attached at Annexure-XI) equivalent to the amount of PBG.

END OF PART - 1

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PART – 2

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

- I) **BID REJECTION CRITERIA (BRC):** The bid shall conform generally to the specifications and terms and conditions given in this bid document. Bids shall be rejected in case the services offered do not conform to required parameters stipulated in the technical specifications. Notwithstanding the general conformity of the bids to the stipulated specifications, the following requirements will have to be particularly met by the Bidders without which the same will be considered as non-responsive and rejected.
- A) **TECHNICAL:** Bidder must meet the following minimum criteria failing which offer shall be rejected:
- 1.0 The bidder shall have at least 2(two) years experience of providing Drilling / Work-over services to oil (E&P) Company with charter hired rig in the last 7 years as on the Bid Closing Date (Technical).
- 2.0 **FINANCIAL CRITERIA:**
- (a) Annual Financial Turnover of the bidder during any of preceding three financial/accounting years from the original bid closing date should be at least **INR 5.50 Crore** or **US\$ 8,33,586.00**.
- (b) **Net worth** of bidder must be positive for preceding financial/ accounting year.
- (c) Considering the time required for preparation of Financial Statements, if the last date of preceding financial / accounting year falls within the preceding six months reckoned from the original bid closing date and the Financial Statements of the preceding financial / accounting year are not available with the bidder, then the financial turnover of the previous three financial / accounting years excluding the preceding financial / accounting year will be considered. In such cases, the Net worth of the previous financial / accounting year excluding the preceding financial / accounting year will be considered. However, the bidder has to submit an affidavit/undertaking certifying that the balance sheet/Financial Statements for the financial year **20____** (as the case may be) has actually not been audited so far.

NOTES:

a) For proof of Annual Turnover & Net worth any one of the following documents 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-B**.

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 has to provide documentary evidence for the same.

- 2.1 In case the audited Balance sheet and Profit Loss Account along with the bid are in currencies other than Rs. or USD, the bidder shall have to convert the figures in equivalent Rs. or USD considering the prevailing conversion rate on the date on which the audited Balance sheet and Profit and Loss Account is signed. A CA Certificate is to be submitted by the bidder regarding converted figures in equivalent INR or US\$.
- 3.0 In case, the bidder is an Indian Company/Indian joint venture Company, either the Indian Company/Indian Joint Venture Company or its technical collaborator/joint venture partner should meet the criteria laid down at Para 1.0 above. However, the Indian Company/Indian joint venture Company must meet the financial turnover criteria as per Para 2.0 above.
- 4.0 Indian bidders quoting based on technical collaboration/joint venture, shall submit a Memorandum of Understanding/Agreement with their technical collaborator/joint venture partner clearly indicating their roles under the scope of work which shall also be addressed to OIL and shall remain valid and binding for the contract period under this tender.
- 5.0 **BIDS FROM CONSORTIUM:**
In case, the bidder is consortium of companies, the following requirement should be satisfied by the bidder:

- (a) The Leader of the consortium should satisfy the minimum experience requirement as per Para 1.0 above. However, at least any one of the consortium members individually shall have to meet the financial turnover criteria mentioned in Para 2.0(a), (b) & (c) above. The other members of Consortium should meet minimum **INR 2.75 Crore** Annual turnover requirement each.
- (b) Consortium bids shall be submitted with a Memorandum of Understanding between the consortium members duly signed by the authorized Executives of the consortium members clearly defining the role/scope of work of each partner/member, binding the members jointly and severally to the responsibility for discharging all obligations under the contract and identifying the Leader of Consortium. Unconditional acceptance of full responsibility for executing the 'Scope of Work' of this bid document by the Leader of the Consortium shall be submitted along with the technical bid.
- (c) Only the Leader of the consortium shall buy the bid document, submit bid and sign the contract agreement (in the event of award of contract) on behalf of the consortium.
- (d) **The Bid Security shall be in the name of the Leader of the consortium on behalf of consortium with specific reference to consortium bid and name & address of consortium members. Similarly the Performance Security shall be in the name of the Leader on behalf of the consortium.**

6.0 **WORKOVER RIG**

- 6.1 The bidder shall be in possession of the rigs offered either owned or leased. In case the bidder is not in possession of the rigs at the time of submission of bid, they may offer rigs for which they have an agreement for lease/buy.

6.2 **Identification of rig**

- i) All the bidders are required to identify the rigs at the time of submission of bid with documentary proof thereof, confirming availability of the rigs for this contract.
- ii) In case owner of the rigs himself is the bidder, the certificate confirming availability of the rigs for this contract, shall be furnished by owner himself along with the bid.
- iii) In case of leased rigs/proposed purchase of rigs, the bidders who do not own the Rigs at the time of submission of bid, are required to submit along with un-priced bid, i.e. Technical bid, the original Memorandum of Understanding/Agreement of lease/purchase of rigs, concluded with the owner of the rigs, specially for this tender, with documentary proof of ownership of the rigs in the form of registration certificate of the rigs. The above MOU/Agreement must be valid through validity of the bid. In case of leased rigs, the successful bidder shall be required to keep the MOU/Agreement valid for the period of contract and any extension thereof.
- iv) Offers with identified Rigs but with the condition "subject to availability" may be considered for techno-commercial evaluation. The bidders, however, shall have to confirm the availability of the rigs along with valid original MOU, seven days prior to price bid opening. The date of price bid opening will be intimated to the bidder subsequently. Bidders who fail to confirm availability of rigs will not be considered for price bid opening and would not be considered for award of contract also.
- v) Bidder would not be allowed to substitute the rigs once offered by them in their bid during the period of bid validity.

6.3 The horsepower rating of the rigs offered should be between 500 HP (Minimum)-750 HP (Maximum). Further, the rigs offered should be self elevating mast and sub-structure (as per API standard). The details of the rigs are given in Section - II, Terms of Reference and Technical Specification.

6.4 **Vintage:** The Work-over Rig units including the accessories and equipment offered should not be older than 10(ten) years from the date of technical bid opening (But all the tanks to be provided for mud/ brine system and mud plant should be new). Documentary proof of date of manufacturing along with Manufacturer's certificate should be provided with the bid.

6.5 **Residual life:** The offered work over rigs if not brand new unused rigs, should have a minimum residual life of 7 years as on the bid closing date (Technical). The bidder should submit a certificate in original from any one of the following inspection agency as per proforma enclosed at Appendix-1:

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

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

1. Name and address of the owner of the rigs after due verification of documents.

2. Confirmation that the rigs meet the technical specification as laid down at Section-II of the Tender Document.
 3. Make, Model, Capacity/Rating, year of manufacture and residual life as inspected for each of the component as well as for the overall rigs.
 4. In case of brand new rigs, the bidder should submit a certificate in original from the manufacturer as per Proforma enclosed at Appendix-2 along with technical bid. The certificate from manufacturer should also clearly indicate the committed date of readiness of the rigs for shipment after due inspection and certification from any one of the classification societies specified above prior to shipment.
- 6.6 Bidder must confirm to provide 2(two) complete rig packages as specified under Section - II of the bidding document. **Bidder quoting only one Work-over Rig or bids with only one technically acceptable rig shall not be considered and such bids shall be straightway rejected.**
- 7.0 Bidder while submitting the documents in support of their experience vide Clause 1.0 above shall also submit details of experience and past performance or the collaborator (in case of collaboration) or of joint venture partner (in case of a joint venture), or Leader of the consortium (in case of Consortium bid) on works/jobs done of similar nature in the past along with the technical bid. Also, details of current work in hand and other contractual commitments of the bidder (indicating areas and clients) are to be submitted along with documentary experience in the technical bid in support of the experience laid down in Para 1.0 above.
- 8.0 The bidder must confirm to provide the key personnel with requisite experience and qualification as specified in Clause 7.15 L (personnel to be deployed) under Section - II, Terms of Reference/Technical Specification.
- 9.0 Offers indicating mobilization time of more than 4 (four) months from the date of issuance of LOA (Letter of Award) will be summarily rejected.
- 10.0 Any party who is extending technical support by way of entering into technical collaboration with another party, shall not be allowed to submit an independent Bid against the tender and such bids shall be rejected straightway. Further, all bids from parties with technical collaboration support from the same Principal will be rejected.
- 11.0 **DOCUMENTS**
- 11.1 Bidders must furnish documentary evidences in support of fulfilling all the above requirement as under:
- (a) Rigs offered - documents relating to rigs already in possession or propose to own/lease along with technical specifications / details.
 - (b) Vintage and residual life of the offered rig as per Para 6.4 above.
 - (c) Drilling/Workover experience of bidder- Statement to be furnished by bidder in a tabular form along with copies of contracts, work orders, completion certificates, payment certificates issued by the clients.
 - (d) Financial turnover of bidder- Audited balance sheets / profit and loss accounts etc.
 - (e) MOU or legally acceptable documents in support of tie-up arrangements along with relevant documents towards experience of the collaborator, joint venture partners/consortium partners.

All documents submitted with bid must be self-certified by the bidder's authorized person signing the bid

B. COMMERCIAL – BID SUBMISSION

- 1.0 Bids shall be submitted under single stage two Bid system i.e. Technical Bid and Priced Bid separately in the OIL's e-Tender portal. The Technical Bid is to be uploaded as per Scope of Work & Technical Specification of the tender in **"Technical Attachments" Tab** and Priced Bid as per **Proforma-B** uploaded in the **"Notes & Attachments" Tab**. Bids shall be rejected outright if the prices are indicated in the technical bids. Bids not conforming to this two bid system shall be rejected outright.
- 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.
- 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 GM-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 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 Majeure Clause
 - iii) Tax Liabilities Clause
 - iv) Arbitration Clause
 - (iv) Acceptance of Jurisdiction and Applicable Law
 - (v) Liquidated damage and penalty clause
 - (vi) Safety & Labour Law
 - (vii) Termination Clause
 - (viii) Integrity Pact

C. GENERAL

- 1.0 In case bidder takes exception to any clause of bid document not covered under BEC/BRC, then the Company has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw/modify the deviation when/as advised by Company. The loading so done by the Company will be final and binding and the Company reserves the right to ask the bidder for clarification in respect of bidders.
- 2.0 To ascertain the substantial responsiveness of the Bid the Company reserves the right to ask the bidder for clarifications in respect of clauses covered under BRC also and such clarifications fulfilling the BRC clauses in toto must be received on or before the deadline given by the Company, failing which the offer will be summarily rejected.
- 3.0 If any of the clauses in the BRC contradict with other clauses of the Bid Document elsewhere, then the clauses in the BRC shall prevail.

II. 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 Bidder shall quote same rates for both the Rigs quoted by them. Bidders quoting different rates (either total or individual item rate) would be rejected.
- 3.0 Bids will be evaluated on total contract cost for 03(Three) years of operation for 2 Nos. Rigs only and the L1 bidder so evaluated would be awarded the contract for the 2 Nos. Workover Rigs.

- 4.0 The requirement of 2(two) Nos. of Rigs will not be split and the contract will be awarded to only on one party subject to, if the bidder quotes for both the Rigs and also at the same rates & value evaluated to be L1.
- 5.0 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.
- 6.0 The contract will be signed with successful bidder for 03(Three) years of operation.
- 7.0 The rates towards Standby, Repair, Force Majeure and Fishing will be restricted to the limit indicated against each as under:
- Payment towards mobilisation of two rigs package shall not exceed 7.5% of the total contract price for 3 years for two rigs. However, mobilization charges if quoted in excess of 7.5% of the estimated contract cost, the excess amount shall be paid at the end of the contract.
 - Payment towards Standby time rate shall be 70% of the operating day rate.
 - Payment towards rig Repair day rate shall be 60% of operating day rate.
 - Payment towards Force Majeure day rate shall be 50% of operating day rate.
 - Payment towards Fishing day rate shall be as per Section-IV: Schedule of Rates.

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

- 8.0 The quantities shown against each item in the "Price Bid Format (i.e. in Proforma-B)" shall be considered for the purpose of Bid Evaluation. It is, however, to be clearly understood that the assumptions made in respect of the number of days/parameters for various operations are only for the purpose of evaluation of the bid and the Contractor will be paid on the basis of the actual number of days/parameter, as the case may be.
- 9.0 The bidders must quote their charges / rates in the manner as called for vide "Schedule of Rates" under Section - IV and the summarized price schedule format vide enclosed Proforma -B.
- 10.0 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 (Proforma-B) by taking into account the summation of the following:

TOTAL ESTD CONTRACT COST FOR 2 RIGS FOR 3-YEARS CONTRACT INCLUDING ALL TAXES & DUTIES EXCEPT GST, WHICH SHALL BE EXTRA TO OIL:

TCRO = TM + TD + TOC + TLA + TLB + TLC

Where

- Total Mobilisation charges for two rigs, $TM = M \times 2$

- b. Total Demobilisation charge for two rigs, $TD = D \times 2$
- c. Total Operating day rate for two rigs, $TOC = OC \times 1920$ days
- d. Total Inter-location movement Charges, $TLA = LA \times 42$ (no. of ILM per year for Cluster location - For movement within a distance of 50 KMs)
- e. Total Inter-location Movement charges on Kilometrage basis for movement in excess of 50 KM - $TLB = LB \times 1200$
- f. Total Inter-Location Movement charge, $TLC = LC \times 06$ (no. of ILM per year for Cluster location)

Where,

M = Lumpsum amount for each rig Mobilization along with equipments and services as per section - II
D = Lumpsum amount for each rig De-Mobilization along with equipments and services as per section - II
OC = Operating charges per day per rig
LA = Charges per ILM (within 50 KM)
LB = Charges in excess of 50 KM
LC = Charges per ILM per rig(cluster location)

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

11.0 CUSTOMS DUTY : In terms of Sl. No. 404 of the Customs Notification No.50/2017-Cus dated 30.06.2017, imports of the items specified in List 33 of the Notification are subject to levy of concessional rate of customs duty @5% (BCD Nil & IGST @5%) subject to conditions specified therein (Condition No. 48). However, this is subject to change as per Government guidelines and the provisions ruling at the time of tender closing will be applicable.

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

12.0 PURCHASE PREFERENCE CLAUSE:

12.1 Purchase Preference to Micro and Small Enterprises:

12.1.1 Purchase Preference to Micro and Small Enterprises registered with District Industry Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME.

12.1.2 In case participating MSEs quote price within price band of $L1+15\%$, such MSE shall be considered for award of contract by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE.

12.1.3 In case of more than one such MSE qualifying for 15% purchase preference, the contract shall be awarded to lowest eligible MSE amongst the MSEs qualifying for 15% purchase preference.

12.1.4 In case any part of the work is sub-contracted to a Micro or Small Enterprise as per contract conditions then the contractor shall provide complete details (i.e. name of the subcontractor, value of sub-contacted work, copy of valid registration certificate etc.) of the sub-contractor to OIL.

12.1.5 DOCUMENTATION REQUIRED TO BE SUBMITTED BY MSEs:

Copy of valid Registration Certificate, if bidder is a Micro or Small Enterprises (MSE) registered with District Industry Centres or Khadi and Village Industries

Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME. The Registration Certificate should clearly indicate the monetary limit, if any and the items for which bidder are registered with any of the aforesaid agencies. In case bidding MSE is owned by Schedule Caste or Schedule Tribe entrepreneur, valid documentary evidence issued by the agency who has registered the bidder as MSE owned by SC/ST entrepreneur should also be enclosed.

12.2 Purchase preference Policy (linked with Local Content) (PP-LC)

12.2.1 Purchase preference policy-linked with Local Content (PP - LC) notified vide letter no. O-27011/44/2015-ONG-II/FP dated 25.04.2017 of MoP&NG shall be applicable in this tender (*Annexure- XII enclosed*).

12.2.2 Bidders seeking benefits, under Purchase Preference Policy (linked with Local Content) (PP-LC) shall have to comply with all the provisions specified at clause No. 37.0 of ITB and shall have to submit all undertakings / documents applicable for this policy.

END OF BRC/BEC

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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) "Willful 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 EFFECTIVE DATE, MOBILISATION TIME, DATE OF COMMENCEMENT OF THE CONTRACT AND DURATION OF CONTRACT:

2.1 **EFFECTIVE DATE:** The contract shall become effective as of the date Company notifies Contractor in writing (through Letter of Award) that it has been awarded the contract.

2.2 **MOBILISATION TIME:** The mobilization of equipment, personnel etc. should be completed by Contractor within 120 days from the Effective Date of the Contract. Mobilization shall be deemed to be completed when Contractor's equipment and manpower are placed at the nominated location in readiness to commence Work as envisaged under the Contract duly certified by the Company's authorized representative.

2.3 **DATE OF COMMENCEMENT OF OPERATION:** The date on which the mobilization is completed in all respects is treated as date of Commencement of Operation.

2.4 **DURATION OF CONTRACT:** The contract shall be initially for a period of 03(THREE) years from the date of commencement of operation with an option to extend the contract period for another 1(one) year at the discretion of Company at the same rates, terms and conditions. The terms and conditions shall continue until the completion/ abandonment of the last well being drilled at the time of the end of the Contract.

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 manner.
- 3.2 Except as otherwise provided in the Terms of Reference and the special Conditions of the contract provide all personnel (Mud Engineers) 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 his 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.
- 4.2 Allow Contractor and his personnel 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 the contract.
- 5.0 **PERSONNEL TO BE DEPLOYED BY CONTRACTOR**
- 5.1 Contractor warrants that they will provide competent, qualified and sufficiently experienced personnel to perform the work correctly and efficiently and shall ensure that such personnel observe applicable Company and statutory safety requirement. Upon Company's written request, Contractor, entirely at their own expense, shall remove immediately, from assignment to the work, any personnel of the Contractor determined by the Company to be unsuitable and shall promptly replace such personnel with personnel acceptable to the Company without affecting Company's work.
- 5.2 The Contractor shall be solely responsible throughout the period of this contract for providing all requirements of their personnel including but not limited to their transportation to & fro Duliajan/field site, enroute/local boarding, lodging, medical attention etc. Company shall have no liability or responsibility in this regard.
- 5.3 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 within 3(three) months after completion of the operations that the Work does not conform to the foregoing warranty, Contractor shall after receipt of notice from Company, promptly perform any and all corrective work required to make the services 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 **GST:** The price excludes GST and the GST as applicable shall be to the Company account. The GST amount on the taxable part of the services provided by the Contractor shall be paid by the Company as per provisions of the GST Act. However, the liability for payment of the GST to the appropriate authority in case of Indian bidders and/or overseas bidders having registered office establishment in India will lie on the Contractor. In case of foreign Contractor who does not have registered office establishment in India, the GST shall be paid to the tax authorities by the Company, on behalf of such contractor.

9.0 **GOODS AND SERVICES TAX**

9.1 **GENERAL REMARKS ON TAXES & DUTIES:**

- In view of **GST** Implementation from 1st July 2017, all taxes and duties including Excise Duty, CST/VAT, Service tax, Entry Tax and other indirect taxes and duties have been submerged in **GST**. Accordingly reference of Excise Duty, Service Tax, VAT, Sales Tax, Entry Tax or any other form of indirect tax except of **GST** mentioned in the bidding document shall be ignored.
- 9.2 Bidders are required to submit copy of the GST Registration Certificate while submitting the bids wherever **GST** (CGST & SGST/UTGST or IGST) is applicable.
- 9.3 "**GST**" shall mean Goods and Services Tax charged on the supply of material(s) and services. The term "**GST**" shall be construed to include the Integrated Goods and Services Tax (hereinafter referred to as "IGST") or Central Goods and Services

Tax (hereinafter referred to as “CGST”) or State Goods and Services Tax (hereinafter referred to as “SGST”) or Union Territory Goods and Services Tax (hereinafter referred to as “UTGST”) depending upon the import / interstate or intrastate supplies, as the case may be. It shall also mean GST compensation Cess, if applicable.

- 9.4 Quoted price/rate(s) should be inclusive of all taxes and duties, except **GST (i.e. IGST or CGST and SGST/UTGST applicable in case of interstate supply or intra state supply respectively and cess on GST if applicable) on the final service**. However, GST rate (including cess) to be provided in the respective places in the Price Bid. Please note that the responsibility of payment of GST (CGST & SGST or IGST or UTGST) lies with the Supplier of Goods / Services (Service Provider) only. Supplier of Goods / Services (Service Provider) providing taxable service shall issue an Invoice/ Bill, as the case may be as per rules/ regulation of **GST**. Further, returns and details required to be filled under GST laws & rules should be timely filed by Supplier of Goods / Services (Service Provider) with requisite details.
- 9.5 Bidder should also mention the **Harmonised System of Nomenclature (HSN)** and **Service Accounting Codes (SAC)** at the designated place in SOR.
- 9.6 **Where the OIL is entitled to avail the input tax credit of GST:**
- 9.6.1 OIL will reimburse the **GST** to the Supplier of Goods / Services (Service Provider) at actual against submission of Invoices as per format specified in rules/ regulation of GST to enable OIL to claim input tax credit of **GST** paid. In case of any variation in the executed quantities, the amount on which the **GST** is applicable shall be modified in same proportion. Returns and details required to be filled under GST laws & rules should be timely filed by supplier with requisite details.
- 9.6.2 The input tax credit of **GST** quoted shall be considered for evaluation of bids, as per evaluation criteria of tender document.
- 9.7 **Where the OIL is not entitled to avail/take the full input tax credit of GST:**
- 9.7.1 OIL will reimburse **GST** to the Supplier of Goods / Services (Service Provider) at actual against submission of Invoices as per format specified in rules/ regulation of **GST** subject to the ceiling amount of **GST** as quoted by the bidder. In case of any variation in the executed quantities (If directed and/or certified by the In-Charge) the ceiling amount on which **GST** is applicable will be modified on pro-rata basis.
- 9.7.2 The bids will be evaluated based on total price including **GST**.
- 9.8 Payments to Service Provider for claiming **GST** amount will be made provided the above formalities are fulfilled. Further, OIL may seek copies of challan and certificate from Chartered Accountant for deposit of **GST** collected from OIL.
- 9.9 Contractor/vendor shall be required to issue tax invoice in accordance with GST Act and/or Rules so that input credit can be availed by OIL. In the event that the contractor / vendor fails to provide the invoice in the form and manner prescribed under the GST Act read with GST Invoicing Rules there under, OIL shall not be liable to make any payment on account of **GST** against such invoice.
- 9.10 **GST** shall be paid against receipt of tax invoice and proof of payment of **GST** to government. In case of non-receipt of tax invoice or non-payment of **GST** by the contractor/vendor, OIL shall withhold the payment of **GST**.

- 9.11 **GST** payable under reverse charge mechanism for specified services or goods under GST act or rules, if any, shall not be paid to the contractor/vendor but will be directly deposited to the government by OIL.
- 9.12 Where OIL has the obligation to discharge **GST** liability under reverse charge mechanism and OIL has paid or is /liable to pay **GST** to the Government on which interest or penalties becomes payable as per GST laws for any reason which is not attributable to OIL or ITC with respect to such payments is not available to OIL for any reason which is not attributable to OIL, then OIL shall be entitled to deduct/ setoff / recover such amounts against any amounts paid or payable by OIL to Contractor / Supplier.
- 9.13 Notwithstanding anything contained anywhere in the Agreement, in the event that the input tax credit of the **GST** charged by the Contractor / Vendor is denied by the tax authorities to OIL for reasons attributable to Contractor / Vendor, OIL shall be entitled to recover such amount from the Contractor / Vendor by way of adjustment from the next invoice. In addition to the amount of **GST**, OIL shall also be entitled to recover interest at the rate prescribed under GST Act and penalty, in case any penalty is imposed by the tax authorities on OIL.
- 9.14 TDS under GST, if applicable, shall be deducted from contractor's/vendor's bill at applicable rate and a certificate as per rules for tax so deducted shall be provided to the contractor/vendor.
- 9.15 The Contractor will be under obligation for charging correct rate of tax as prescribed under the respective tax laws. Further the Contractor shall avail and pass on benefits of all exemptions/concessions available under tax laws. Any error of interpretation of applicability of taxes/ duties by the contractor shall be to contractor's account.
- 9.16 It is the responsibility of the bidder to quote the correct GST rate. The classification of goods/services as per GST (Goods & Service Tax) Act should be correctly done by the contractor to ensure that input tax credit on GST (Goods & Service Tax) is not lost to the OIL on account of any error on the part of the contractor.
- 9.17 In case, the quoted information related to various taxes, duties & levies subsequently proves wrong, incorrect or misleading, OIL will have no liability to reimburse the difference in the duty/ tax, if the finally assessed amount is on the higher side and OIL will have to right to recover the difference and in case the rate of duty/ taxes finally assessed is on the lower side.
- 9.18 Notwithstanding anything mentioned elsewhere in the Bidding Document the aggregate liability of OIL towards Payment of Taxes & Duties shall be limited to the volume of GST declared by the bidder in its bid & nothing shall be payable extra except for the statutory variation in taxes & duties.
- 9.19 Further, it is the responsibility of the bidders to make all possible efforts to make their accounting/IT system GST compliant in order to ensure availability of Input Tax Credit (ITC) to Oil India Ltd.
- 9.20 GST liability, if any on account of supply of free samples against any tender shall be to bidder's account.
- 9.21 In case of statutory variation in **GST**, other than due to change in turnover, payable on the contract value during contract period, the Supplier of Goods/ Services (Service Provider) shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the Bid due date and on the date of revision.

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

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

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

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

- 9.22 The contractor will be liable to ensure to have registered with the respective tax authorities, wherever applicable and to submit self-attested copy of such registration certificate(s) and the Contractor will be responsible for procurement of material in its own registration (GSTIN) and also to issue its own Road Permit/ E-way Bill, if applicable etc.
- 9.23 In case the bidder is covered under Composition Scheme under GST laws, then bidder should quote the price inclusive of the GST (CGST & SGST/UTGST or IGST). Further, such bidder should mention "Cover under composition system" in column for GST (CGST & SGST/UTGST or IGST) of price schedule.
- 9.24 OIL will prefer to deal with registered supplier of goods/ services under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet. However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid. Where OIL is entitled for input credit of GST, the same will be considered for evaluation of bid as per evaluation methodology of tender document.
- 9.25 Procurement of Specific Goods: Earlier, there is no tax incidence in case of import of specified goods (i.e. the goods covered under List-34 of Customs Notification no. 12/2012-Cus dated. 17.03.2012 as amended). Customs duty is not payable as per the policy. However, under GST regime, IGST Plus GST compensation cess (if applicable) would be leviable on such imports. Bidders should quote GST as inclusive considering IGST component for the imported Materials portion while quoting their prices on destination basis. However, GST rate to be specified in the price bid format.
- 9.26 **Documentation requirement for GST**
The vendor will be under the obligation for invoicing correct tax rate of tax/duties as prescribed under the GST law to OIL, and pass on the benefits, if any, after availing input tax credit.

Any invoice issued shall contain the following particulars

- a) Name, address and GSTIN of the supplier;
- b) Serial number of the invoice;
- c) Date of issue;
- d) Name, address and GSTIN or UIN, if registered of the recipient;
- e) Name and address of the recipient and the address of the delivery, along with the State and its code,
- f) HSN code of goods or Accounting Code of services[SAC];

- g) Description of goods or services;
 - h) Quantity in case of goods and unit or Unique Quantity Code thereof;
 - i) Total value of supply of goods or services or both;
 - j) Taxable value of supply of goods or services or both taking into discount or abatement if any;
 - k) Rate of tax (IGST, CGST, SGST/ UTGST, cess);
 - l) Amount of tax charged in respect of taxable goods or services (IGST, CGST, SGST/UTGST, cess);
 - m) Place of supply along with the name of State, in case of supply in the course of interstate trade or commerce;
 - n) Address of the delivery where the same is different from the place of supply and
 - o) Signature or digital signature of the supplier or his authorised representative.
- GST invoice shall be prepared in triplicate, in case of supply of goods, in the following manner
- a) The original copy being marked as ORIGINAL FOR RECIPIENT;
 - b) The duplicate copy being marked as DUPLICATE FOR TRANSPORTER and
 - c) The triplicate copy being marked as TRIPLICATE FOR SUPPLIER.

In case of any advance given against any supplies contract, the supplier of the goods shall issue Receipt Voucher containing the details of details of advance taken along with particulars as mentioned in clause no. (a), (b), (c), (d), (g), (k), (l), (m) & (o) above.

9.27 **Anti-profiteering clause**

As per Clause 171 of GST Act it is mandatory to pass on the benefit due to reduction in rate of tax or from input tax credit to the consumer by way of commensurate reduction in prices. The Supplier of Goods / Services may note the above and quote their prices accordingly.

- 9.27.1 In case the GST rating of vendor on the GST portal / Govt. official website is negative / black listed, then the bids may be rejected by OIL. Further, in case rating of bidder is negative / black listed after award of work for supply of goods / services, then OIL shall not be obligated or liable to pay or reimburse GST to such vendor and shall also be entitled to deduct / recover such GST along with all penalties / interest, if any, incurred by OIL.

10.0 **INSURANCE:**

- 10.1 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 subcontractor, Contractor may self-insure the same.
- 10.2 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).
- 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.

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

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

10.5 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.

10.6 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.

10.7 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.

10.8 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.

11.0 **CHANGES:**

11.1 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.

11.2 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.

12.0 **FORCE MAJEURE:**

12.1 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 for the

period during which such cause lasts. 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), acts of government of the two parties, which makes performance impossible or impracticable 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.

- 12.2 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 Seventy Two (72) hours of the alleged beginning and ending thereof, giving full particulars and satisfactory evidence in support of its claim.
- 12.3 Should 'force majeure' condition as stated above occurs and should the same be notified within seventy two (72) hours after its occurrence the 'force majeure rate' shall apply for the first ten days. Either party will have the right to terminate the contract if such 'force majeure' condition continues beyond fifteen (15) 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 fifteen (15) days period unless otherwise agreed to. Time for performance of the relative obligation suspended by the 'Force Majeure' shall then stand extended by the period for which such cause lasts.
- 13.0 **TERMINATION:**
- 13.1 **TERMINATION ON EXPIRY OF THE TERMS (DURATION):** This contract shall be deemed to have been automatically terminated on the expiry of duration of the contract, thereof.
- 13.2 **TERMINATION ON ACCOUNT OF FORCE MAJEURE:** Either party shall have the right to terminate this Contract on account of Force Majeure as set forth in Article 11.0 above.
- 13.3 **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.
- 13.4 **TERMINATION FOR UNSATISFACTORY PERFORMANCE:** 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.
- 13.5 **TERMINATION DUE TO CHANGE OF OWNERSHIP & ASSIGNMENT:** In case the Contractor's rights and /or obligations under this Contract and/or the Contractor's rights, title and interest to the equipment/ material, are transferred or assigned without the Company's consent, the Company may at its absolute discretion, terminate this Contract.
- 13.6 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 entirety 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.

13.7 Notwithstanding any provisions herein to the contrary, the Contract may be 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.

13.8 **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.

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

13.10 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.

14.0 **SETTLEMENT OF DISPUTES AND ARBITRATION:**

14.1 **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 claims(excluding interest)	Period for making and publishing of 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.
11. The Arbitrator(s) shall give reasoned and speaking award and it shall be 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.

14.2 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.

15.0 **NOTICES:**

15.1 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**
CGM (Contracts)
OIL INDIA LIMITED
PO DULIAJAN - 786602
ASSAM, INDIA
Fax No. 91-374-2803549
Email: contracts@oilindia.in

b) **For technical matters**
Chief General Manager [DS]
OIL INDIA LIMITED
PO Duliajan - 786602,
Assam, India
Fax No. 91-374-2804254
Email: drilling@oilindia.in

c) **Contractor**

Fax No. :

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

16.0 **SUBCONTRACTING/ASSIGNMENT:**

16.1 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.

16.2 If against an order placed by OIL, successful bidder(s)(other than Micro/Small Enterprise) is procuring materials/services from their sub-vendor who is a Micro or Small Enterprise registered with District Industry Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME with prior consent in writing of the purchasing authority/engineer in charge the details like Name, Registration No., Address, Contact No. details of material and value of procurement made, etc. of such enterprises shall be furnished by the Contractor at the time of submission of invoice/bill.

17.0 **MISCELLANEOUS PROVISIONS:**

17.1 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.

- 17.2 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.
- 17.3 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.
- 17.4 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.
- 18.0 **LIQUIDATED DAMAGES FOR DEFAULT IN TIMELY MOBILISATION:**
- 18.1 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 1st year contract value of each Rig including mobilization cost, per week or part thereof of delay subject to maximum of 7.5%. Liquidated Damages will be reckoned from the date after expiry of the scheduled mobilisation period till the date of commencement of Contract as defined in Clause No. 2.0 of Section - I.
- 18.2 If the Contractor fails to mobilise within 15 weeks after the stipulated date, then the Company reserves the right to cancel the Contract without any compensation whatsoever.
- 18.3 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.
- 19.0 **PERFORMANCE SECURITY:** The Contractor has furnished to Company a Bank Guarantee No. _____ dated _____ issued by _____ for _____ (being 7.5 % of 1 year estimated Contract Price) with validity of 6(six) months beyond the contract period which includes warranty period of 3(three) months towards performance security. 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.
- 12.0 **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.

21.0 **LABOUR:** 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.

22.0 **LIABILITY:**

22.1 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.

22.2 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.

22.3 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.

22.4 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.

22.5 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.

22.6 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.

22.7 The Company agrees to waive its right of recourse and further agrees to cause its underwriters to waive their right of subrogation against Contractor and/or its underwriters, servants, agents, nominees, assignees, Contractors and sub-contractors for loss or damage to the equipment of Company and/or its contractors or sub-contractors when such loss or damage or liabilities arises out of or in connection with the performance of the contract.

22.8 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.

23.0 **INDEMNITY AGREEMENT:**

23.1 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.

23.2 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.

24.0 **INDEMNITY APPLICATION:** The indemnities given herein above, whether given by Company or Contractor shall be without regard to fault or to the negligence of either party even though said loss, damage, liability, claim, demand, expense, cost or cause of action may be caused, occasioned by or contributed to by the negligence, either sole or concurrent of either party.

25.0 **SET-OFF:** Any sum of money due and payable to the Contractor (including Performance Security refundable to them) under this or any other Contract 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).

26.0 **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 withheld 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, withhold 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:-

- i) 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 withheld.

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.

27.0 **APPLICABLE LAW:**

- 27.1 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/Guwahati.
- 27.2 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) GST Act
- l) Customs Act & Rules

- 28.0 **RECORDS, 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.
- 29.0 **SUBSEQUENTLY ENACTED LAWS**: Subsequent to the date of bid closing, if there is a change in or enactment of any law or change in application or enforcement or interpretation of existing law by any governmental authority or public body, which results in addition/ reduction in cost to Contractor on account of the operation contemplated under the Contract, the Company/Contractor shall reimburse the Contractor/pay Company for such additional/reduced costs actually incurred/saved by Contractor, subject to the submission of documentary evidence by Contractor/Company.
- 30.0 **ROYALTY 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.
- 31.0 **WAIVER**: 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.
- 32.0 **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.

END OF SECTION – I

&&&&

Part-3

SECTION- II

TERMS OF REFERENCE AND TECHNICAL SPECIFICATIONS

- 1.0 **INTRODUCTION:** This section establishes the scope and describes the specifications, instructions, standards and other documents including the specifications for any tools or equipment, which the bidder shall satisfy or adhere to in the performance of the work.
- 2.0 **DEFINITION OF WORK:** To provide **02(two)** number of mobile Work-over rigs with associated equipment / tools & services on hiring for an initial period of **3 (three)** years with provision for extension for a further period of 1 (one) year or till the completion/ abandonment of last well at the same rates, terms and conditions. The rig provided by the contractor will be utilized by Oil India Ltd. for work-over operations either straight vertical holes or planned deviated holes Well depths are expected to be in the depth range of 2500 - 6000 metres. Depths of the wells, where operations are to be carried out, may somewhat increase or decrease at the discretion of the company within the rated capacity of the rig.
- 2.1 **WORKOVER JOBS INCLUDING BUT NOT LIMITED TO THE FOLLOWING JOBS:**
- a) Re-completion of well with/without Gas Lift valves, packer with/ without electrical submersible pumps and sucker rod pumps.
 - b) Fishing operations e.g. fishing of swabbing tools, logging tools, tubing, drill pipe, packers, piano wire, scrappers etc. and re-completion of well.
 - c) Extension of perforation/re-perforation with/without plugging back and subsequent operation to bring the well into production.
 - d) Isolation of zones by setting cement plug/ packers and repairs.
 - e) Stimulations - acidization, hydro-fracturing propanant
 - f) Sand control using gravel packing/ screens consolidated pack
 - g) Sand/cement cleaning and re-completion of wells.
 - h) Milling operations e.g. milling of packers, bottom hole junks, bridge plug, cement retainer and metallic obstructions.
 - i) Water shut off job e.g. squeezing cement, sodium ortho-silicate polymer solution or any other technique.
 - j) Drilling of cement plug
 - k) Surfactant jobs
 - l) Other allied miscellaneous work over jobs as may be decided by the company.
- 2.2 **GUIDELINES:** Recommended safe procedures & guidelines should be followed while carrying out work over & well stimulation operation. [OISD-182]
- 3.0 **AREA OF OPERATION:**
- 3.1 The area of the operation as planned is in Assam & Arunachal Pradesh.
- 3.2 The following information is for general guidelines to the bidders:
- (a) Minimum width of the well site approach road: 3.66 m
 - (b) Turning Radius: 15 m (Generally), 12 m (exceptionally)
 - (c) Maximum allowable unit load inclusive of tare weight for Class AA loading: 50 tones
 - (d) Maximum overhead clearance: 4.25 m.
 - (e) Highest recorded wind velocity in Assam 80km/hour (60 MPH).
 - (f) Max. Recorded ambient temp: 40° Celcius
 - (g) Min. recorded ambient temp: 8° Celcius

- (h) Weather Pattern Frequent rains from March to September and occasional during the remaining period.
- (i) Nature of top soil usually Clay/Alluvium/ Unconsolidated.
- (j) Source of water: Through shallow bore wells. In rare cases, where water cannot be drawn from bore wells, water is to be drawn from nearby rivers, pond or water body etc. nearer to the well site.
- (k) Average annual rainfall: 250 / 300 cm.
- (l) Humidity: Max. 98%.
- (m) Allowable axle load rating of weakest section of road: 2 Tons/Sqm

4.0 **SCOPE OF SERVICE:** The successful bidder shall provide rig package along with all necessary equipment as listed to carryout Work-over operations in accordance with the completion programme. Apart from this, the successful bidder shall also provide spares for the entire rig package with operating crew at all time for uninterrupted progress of work and make available all items mentioned herein ready for use.

5.0 **PRESENCE OF CO2 & H2S:** Presence of CO2 in minor amounts is expected in the wells. The wells are expected to be H2S free. Accordingly, the equipment/ tools etc. to be offered by the Contractor shall be for generally H2 S free environment.

6.0 **TECHNICAL SPECIFICATION OF RIG PACKAGE TO BE OFFERED BY BIDDER:** The successful bidder shall mobilize all necessary equipment and tools for successful and economic completion of the Work-over operation. The necessary technical details & literature of the Rig, tools and equipment such as Engine, Pump, transmission, Reduction box, Torque Converter etc. are to be submitted along with the technical bid.

7.0 **SPECIFICATIONS OF WORKOVER RIG AND ALL THE EQUIPMENTS/ ACCESSORIES TO BE PROVIDED ALONG WITH EACH RIG:**

7.1 SELF-PROPELLED 500HP [min] - 750 HP (Max) MOBILE WORK-OVER RIG complete with the following:

a) **DRAW WORKS:**

- i) Min. Input horsepower rating: 500hp (373 kW).
- ii) Nominal depth rating: 6096 m (20000 ft) with 2.7/8" OD EUE Tubing 3048m (10000ft) with 3.1/2"OD drill pipe
- iii) Hoisting capacity: 125 tons (113 MT or Tonnes).
- iv) Single or Twin drum draw works having main drum lebus grooved for 1" or 1.1/8" drilling line and 9/16" or 5/18" sand line drum. Single drum or double drum Draw works both should be considered acceptable.
- v) HYDROMATIC BRAKE: Water-cooled Hydromatic brake or equivalent, driven by a suitable twin-disc clutch (any make) with independent oil bath chain case to serve as assist brake, with suitable capacity water tank, valves and piping installed on the carrier. Disc brake [shaft mounted] in lieu of hydromatic shall also be acceptable.
- vi) TWIN STOP DEVICE (CROWN & FLOOR SAVER): One (1) pneumatically or electronically activated or equivalent Twin-stop Device: Crown Saver to prevent collision between traveling block assembly and the crown block assembly, Floor Saver to prevent collision between the traveling block assembly and the drill floor

- (b) **DRILLER'S CONSOLE:** Driller's console, adjustable height, located at the rear of the carrier incorporating all functions to carry out work over operations smoothly. Additionally, following minimum instruments should be mounted in suitable enclosure at Driller's console arranged in such a manner to give clear view of each & every gauge to Driller while operating the draw-works.

(Driller console should be suitably located on or near the derrick floor for ease of operation)

- i) Weight Indicator, Martin Decker or equivalent make with suitable sensor. Should be complete with 6 lines & 8 lines dials for 1" or 1.1/8" [Calibration certificate shall be provided].
- ii) Mud pressure gauges 0-10,000/ 0-6,000 psi. The mud pressure gauge system should have one (1) gauge for standpipe and one (1) for annulus pressure.
- iii) Suitable recorder for recording hook load.
- iv) SPM indicator for mud pump at driller's console

Note: Rig instrumentation should be suitable for Hazardous area as per OMR-1984.

(For electric and electronic instrument should be as per OMR 1984)

(c) **MAST:**

- i) Two-section Telescoping Mast manufactured & monogrammed per API Spec 4F, with hydraulic mast tilting & extending systems and automatic locking device to lock the mast into its fully extended operating position.
- ii) Crown block assembly should be complete with sheaves for cat-line, sand-line, sheave units for rig tongs, power tong/pipe spinner.
- iii) Clear height (below crown) from the ground: 108-112 feet [Approx.]. 104-112 feet may also be agreed. However the height should be sufficient enough to handle range-3 tubing.
- v) Static hook load capacity: Min 250,000 lbs with 8 lines strung.
- vi) Wind load resistance with full set back: Minimum 40 mph (64kmph) without guy lines.
- vii) Minimum 150 Ton (136 Tonnes) capacity Crown Block Assembly with adequate no. of sheaves for stringing up 8 lines.
- viii) Mast load & wind guy lines.
- ix) Sheaves for catline, sandline, sheave units for rig tongs, power tong / pipe spinner

(d) **SUB-STRUCTURE:**

Substructure assembly with provisions for mounting 17.1/2"/20.1/2" Rotary Table, manufactured & monogrammed per API Spec 4F.

- i) Floor height adjustable from 10 ft to 14 ft. Fixed heights of 14 ft also acceptable.

- ii) Minimum clear height under Rotary beams: 7 ft (When adjusted at 10 ft height).
 - iii) Static Rotary Capacity: 125 tons (250000 lbs).
 - iv) Pipe Setback Capacity: 70 tons (140000 lbs).
 - v) Combined Static Rotary & Setback Capacity: 390000 lbs.
 - vi) Work Floor Dimensions: Min. 15 ft x 15 ft
- (e) **TRAVELLING BLOCK AND HOOK:** 125 tons to 187 tons (113 MT to 170 MT) capacities unitized travelling block & hook assembly with 4 sheaves.
 - (f) **ROTARY DRIVE:** Rotary drive, for driving 17.1/2" / 20.1/2" Rotary Table by means of suitable pneumatic clutch drive or equivalent from the rotary counter shaft, with oil bath chain guard and sprocket for rotary table. The static load rating of min. 250000 lbs complete with master bushing
 - (g) **SERVICE WINCH:** Hydraulic winch with wire line, tail chain, control valve & hoses installed having bare drum line pull capacity of 5000lbs.
 - (h) **HYDRAULIC SYSTEM:** Suitable for heavy duty power tubing tong, raising & lowering the mast, and hydraulic winch. May be single or double, hydraulic pumps of suitable capacity, completed with necessary hydraulic circuit and accessories. The system should be capable of operating properly the Telescopic Rams of the Rig for rigging up or down the mast, the hydraulic motor to operate the winch and hydraulic subs. Preferably, the hydraulic pumps should be driven by the PTOs fitted with the Transmission.
 - (i) **ROTARY TABLE:** Rotary Table with 17.1/2" / 20.1/2" opening and static load rating of min 250 tons
 - (j) **ROTARY SWIVEL:** Swivel having dead load rating of 150-200 T with 5000 PSI working pressure and complete with bail bumper support, goose neck connection to rotary hose etc. Swivel pin connection should be 3.1/2" / 4.1/2" API regular left hand with matching cross-over.
 - (k) **ELEVATOR LINKS:** 150 T Welds less elevator links. The links should be compatible to Travelling block & Hook.
 - (l) **ROTARY HOSE:** Rotary hose of 2" / 3" ID, 3000 psi working pressure, 50 ft long, conforming to API Spec. 7K with safety clamps at both ends & necessary fittings for connection to stand pipe & swivel goose neck
 - (m) **ROTARY KELLY:** Suitable Square/ Hexagonal Kelly compatible to rotary table with Kelly scabbard and matching Kelly bushing capable to work inside 5.1/2" casing.
 - (n) **RIG ENGINE:** May be single or double, diesel engine with acoustic enclosure(s) [The acoustic enclosure shall be designed for minimum 25dB (A) insertion loss] capable of transmitting minimum Net horse power of 500 HP on intermittent duty in total to the draw Works. While calculating HP of the engine (s), the entire load for accessories drive and transmission & other losses shall be taken into account. If twin engines are supplied both the engines or either of the two engines should be capable of transmitting power either to Draw Works depending on load requirement or for road drive.

Note: Statutory requirement for SAFETY:

- (i) All the rotating parts, Belts etc. should be well guarded.
 - (ii) Engine(s) should be equipped with "Emergency Kill" devices by shutting off air supply. This device should be operative from the Driller's Console.
 - (iii) Engine(s) should have two systems for self starting: (a) Electrical starting system during rig movement period and (b) Air starting system during operation period inside the well plinth.
 - (o) **AIR COMPRESSOR:** Air compressor of required capacity for operating Air starter for the Rig engines and other pneumatic controls. The prime mover engine of the Air compressor will be hand starting (but not electric starting). The Air compressor shall be mounted on the deck itself in a convenient position. If required, the compressor may be placed on the ground also during operation period by laying down necessary lines for air supply. The air receiver supplied should be hydraulically tested at 1.5 times more than the working pressure. Details of testing report should be provided along with the Rig. Also date of testing should such as testing date pressure etc to be painted in the air receiver.
 - (p) **TRANSMISSION:** May be single or double, Torque converter type automatic Transmission with minimum 4 nos. Forward and 1 no. Reverse speed which is/are capable of transmitting minimum 500 HP to the Draw Works.
- 7.2(a) **WELL SERVICING PUMP:** One Diesel Engine driven well servicing pump set of following specification shall be attached with each Rig. The pumps should be equipped all the accessories such as re-adjustable safety valve, Pressure gauge, Bleed valve with manifold etc mounted on the pump.

Type: Reciprocating, single acting-triplex or double acting duplex with replaceable liners & plungers / pistons to meet a range of discharge volumes and pressures as per operational requirements.

Discharge Capacity: 250 US GPM against 1000 PSI
 50 US GPM against 5000 PSI

(Pump set should be equipped with various speed reduction Gear box to meet these parameters)

Pump Duty: Intermittent service

Well fluid to be handled:

- (i) Salt solutions: weighted & un-weighted salt solution of KCl, NaCl, Sodium Formate, Potassium Formate, CaCl₂ of range 63 pcf to 82 pcf (Sp Gravity, 1.01 to 1.32).
- (ii) Other fluids like HSD, LWC, Drilling Mud, Xan-vis, Hi-vis fluid etc.
- (iii) Cement Slurry of maximum density 120 pcf (s.g 1.92)
- (iv) Acid having 10 - 15 % HCl, + 3 - 5 % HF + Water, Fluoroboric acid 8% etc.

Note:

(i) Cementation and Acidization jobs are not of regular type. These jobs may be required to carry out as per individual well's completion policy occasionally.

(ii) The prime mover engine should preferably be Air starting.

- (b) **CEMENTING PUMP (01(One) no. between 02(Two) Rigs):** One Diesel Engine driven cementing Pump of following specification shall be available between the 02(Two) Rigs. The pumps should be equipped all the accessories such as re-adjustable safety valve, Pressure gauge, Bleed valve with manifold etc mounted on the pump.

Type: Reciprocating, single acting-triplex or double acting duplex with replaceable liners / pistons to meet a range of discharge volumes and pressures as per operational requirements.

Discharge Capacity: Min. 200 US GPM against 450 PSI
Min 25 US GPM against 2000 PSI

(Pump set should be equipped with various speed reduction Gear box to meet these parameters)

Pump Duty: As and when required and should be available at the Rig for cementation and other related jobs

- (b) **SOURCE WATER PUMP SETS:** 2 nos. source water pumps one running & other standby (preferably Electric motor driven) required to lift underground water for industrial uses of capacity of each 17 KL /Hr against a head of 80 M & suction lift of 8 M. Normally, water is available at 15 - 30 feet below the ground level.

(Note: Where source water is not available at particular well site, successful bidder will have to arrange water on their own)

- (c) **PUMP SET for FILTER UNIT & BLENDER UNIT:** A separate pump set of suitable capacity (preferably Electric motor driven) which will be exclusively used for running the Filter unit and Blender unit. The electrical motors and starters/PBSs for centrifugal pumps of filter unit & blender unit shall be DGMS approved.

7.3 **GENERATING SET:** A diesel Generating set (Twin set one running & one standby) of required KVA power considering all electrical loads which should be noise proof.

7.4 **TANKAGES for storing:**

- A. Water Tank: 1 no. : 40kl capacity
- B. For well fluid storing: 2 nos. tanks of 40 KL capacity each, 2 nos. tanks of 22Kl capacity each
- C. 01 (one) no Acid Tank of 09 KL capacity
- D. Filtered / Blended solution tank: 1 no. tank 9 KL capacity
- E. One no.: Trip tank with accessories like centrifugal pump, line to feed in hole during tripping out with arrangement to fill up tank with workover fluid from mud tank system. Trip Tank level indicator shall also be provided. The electrical motors and starters/PBSs for centrifugal pumps of trip tank shall be DGMS approved

Note:

Mud/ Workover fluid preparation & mixing facilities:

- (a) Ramp fitted with mixing hoppers at ramp floor height, ramp area min. 300 sq. ft

- (b) Agitators. The electrical motors and starters/PBSs for agitators shall be DGMS approved.
- (c) Bottoms guns (rotatable)
- (d) Dedicated pumps for preparation of mixing fluid / chemicals/ mud additives. The electrical motors and starters/PBSs for pumps of chemical mixing hoppers shall be DGMS approved
- (e) Facility for inter tank fluid transfer shall be such that suction can be taken from each tank as well as delivery can also be given to any tank.
- (f) Facility for taking fluid return during cement cleaning, milling etc.
- (g) Suitable screen for placing over tank in well return line.
- (h) Acid tank should have bottom suction facility without dead volume

7.5 **SUCTION AND DELIVERY SYSTEM:** Suction hose for pump suction lines. From pump delivery manifold suitable bleed line and valve shall be provided. Pump delivery manifold shall have arrangements for hole fill-up line and kill-line connection.

GENERAL NOTE:

- (i) All the necessary pipes, fittings, valves etc. required to rig up the static and hook up the pumps shall be provided by the Contractor.
- (ii) Any other pipes, fittings, valves etc. which may be required during operation period shall be provided by the Contractor.
- (iii) Adequate length of high pressure pump delivery lines from Well Killing pump, for placement of pump at recommended distance from wellhead be provided by the Contractor.
- (iv) The approximate number of rig loads required for rig movement should be clearly spelt out in the bid giving details of each load.
- (v) Approximate transportable dimension of one rig load should be confined to 9 M (L) x 3.5 M (W) x 3 M (H).
- (vi) Supply, storage, consumption / regulation of water & fuel at the well sites as well as at the camp site shall be the contractor's responsibility. Any shut down of operation due to non-availability of water and fuel shall be on the contractor's account.
- (vii) Supply of LDO / LWC for mud preparation and for meeting other downhole eventualities will be the company's responsibility. The Contractor shall also provide fuel for all of their vehicles and other stationary engines.
- (viii) All sorts of lubricants for day to day operation of various rig equipments shall be supplied by the Contractor. Also, various spares for rig components shall be stocked / supplied by the Contractor.
- (ix) Well Logging Service: All logging requirements as depicted in the Work over programme will be met by OIL through its in-house or logging contractors' service.
- (x) Well killing: During well killing, OIL will supervise the operation, the necessary service shall be provided by the Contractor.

7.6 **LIGHTING SYSTEM:** Explosion proof, suitable for hazardous location with adequate lighting at all the important points. Mast lighting system and area lighting system should be provided with proper fixing arrangements, poles etc.

NOTE: STATUTORY REQUIREMENTS FOR ELECTRICAL ITEMS

All the equipment such as light fittings, plugs & sockets, junction boxes, etc. used in hazardous area must have CMRI (INDIA) certifications or equivalent certification from competent authority from the country of origin and the bidder has to forward the same along with the offer. Bidder shall confirm categorically during the offer that approval of DGMS (INDIA) for zone I, Gas group IIA & IIB for the same will be provided along with the supply. The bidder should ensure that RED AVIATION WARNING LIGHTS on the crown of the mast have been provided as per Aviation Standards.

7.7 **OTHER EQUIPMENT:** Shall be provided under each rig:

a) **Rig wise Equipments:**

- i) 3.1/2" OD Drill collar: 6 Nos.
- ii) 3.1/2" Mud Motor for 5.1/2" Casing & 4.3/4" Mud motor for 7" Casing: For cement cleaning/ milling purposes. [At least one each should be ready for operation whenever required with working spares].
- iii) Casing scrapper: Suitable for 5.1/2" [17-23 ppf], 7" [23-29ppf].
- iv) Electric motor driven Blender unit: For blending/mixing viscous fluids at Work over well-sites. The blender unit tank should be cylindrical in shape (capacity 4 kl) with electrical motor driven mixer/ agitator. [With a Provision for Hopper connectivity]. The electrical motor and starter/PBS for blender unit shall be DGMS approved.
- v) Filtration unit with accessories: For removing up to 2 micron fine solid contaminants from work over fluid so as to minimize damage to the formation. The filtration unit should be compact, skid mounted with motor driven centrifugal pump mounted on the same skid. The electrical motor and starter/PBS for filtration unit shall be DGMS approved.
- vi) Suitable size bell nipple and flow nipple for making up at the wellhead.
- vii) FOSV for tubing: FOSV for both 2.7/8" EUE & VAM tubing

b) **Other items:**

- i) Dedicated Skid mounted Well site Chemical Go-down
- ii) Crew Basha
- iii) Tool Pusher Office
- iv) Rig Ware House
- v) First Aid Hut
- vi) Thread dope (Z-50 type) for lubrication of threads.

7.8 **HANDLING TOOLS:** shall be provided under each rig [All handling tools (not mentioned elsewhere) required to handle/operate tubular / equipment should be sufficiently available in working condition at site]

(a) **Elevators:**

- (i) For 2.7/8" EUE Tubing - 2 Nos.
- (ii) For Vam Tubing (2.93" opening) - 2 Nos.
- (iii) For 3.1/2" Drill Collar - 1 No.

(b) **Slips:**

- (i) Rotary Hand Slip for 2.7/8" Tubing - 2 Nos.
- (ii) Rotary Hand Slip for 3.1/2" Drill Collar - 1 No.
- (iii) Spider Slip for 2.7/8" Tubing & 2.7/8" Drill pipe - 1 No.

- (c) **Rig Tongs:** Complete sets of Rotary tongs in pairs with 2 sets of extra jaws and replaceable spares of required capacities & sizes to handle the following tubular:
 - (i) 2.7/8" OD Drill pipes & 3.1/2" drill collars.
 - (ii) Tubing tongs (both 2.7/8" EUE and Vam)
- (d) Power Tubing Tong: For 2.7/8" tubing
- (e) Drill Collar safety clamps: For 3.1/2" Drill Collars
- (f) Cross-over subs: For various sizes of tubular mentioned above [The bidder should provide necessary substitutes required to use 2.7/8" EUE and 2.7/8" VAM tubing connection.]
- (g) Tubing Shut-in valve (2" x 5000 psi - suitable for 2.7/8" EUE and 2.7/8" Vam tubing - 2 Nos.
- (h) Tubing Circulating Head suitable for 2.7/8" EUE and 2.7/8" Vam tubing : Two each
- (i) Choke and Kill Manifold: One no. Choke and Kill manifold of not less than 10M working pressure fitted with NRV in kill lines.
- (j) Chicksan Hoses: Flexible steel piping [2" 1502 chicksans 10 lops and 2" 1502 swivels 10 loops], 2" size 1502 of 10M working pr straight pipes of minimum length 170 feet.
- (k) Tubing Wiper: with heavy duty frame should be provided.
- (l) Short Joints: The following short joints of assorted length shall be provided as follows for each rig:
 - i. 2.7/8" EUE N-80 tubing short joint = 03 nos
 - ii. 2.7/8" VAM tubing short joint = 03 nos
 - iii 2.7/8" SLH-90 drill pipe short joint (E- grade or Higher grade) = 03 nos

7.9 **FISHING TOOLS:** All items, including but not limited to those mentioned below shall be provided by the Contractor for each rig operations individually:

- (a) Series 150 Bowen or equivalent releasing and circulating overshot suitable for catching 2.7/8" tubing (EUE, VAM) to operate inside 5.1/2" OD (17-23 ppf) & 7" OD (23-29 ppf) Casings.

(Note for overshot: Overshot should be complete with standard accessories like top sub, packer, spiral grapple with control, basket grapple with control & mill control packer, lock rings, standard guide, oversize guide, extension sub, hook wall guide, etc. The top sub connection of the overshot should be of tubing connection.
- b) Wire line grabs, both internal & external - to catch piano wire fish and sinker bars inside 5.1/2" OD (17-23 ppf) & 7" OD (23-29 ppf) Casings.
- c) Impression blocks to operate inside 5.1/2" OD (17-23 ppf) & 7" OD (23-29 ppf) Casings.
- d) Junk subs [OD: 4.1/2" & 6"] to operate inside 5.1/2" OD (17-23 ppf) & 7" OD (23-29 ppf) Casings.

- e) Reverse Circulating Junk Baskets to work inside both 5.1/2" OD x 17-23 PPF Casing & for 7" OD x 23-29 PPF Casing
- f) Skirted mill with Junk subs to work inside both 5.1/2" OD x 17-23 PPF Casing & for 7" OD x 23-29 PPF Casing - for dressing fish top etc.
- g) 4.1/2" & 4.5/8" Flat Bottom Mill to work inside both 5.1/2" OD x 17-23 PPF Casing & 5.7/8" Flat Bottom Mill for 7" OD x 23-29 PPF Casing - for milling Bridge Plug / Retainer Packer etc.
- h) Bowen or equivalent makes Eutectic Electrodes, Flux etc. - for dressing of Mill.
- i) 4.1/2" OD Tapered Mill (15 degree - 7.5 degree on each side & 30 degree - 15 degree on each side) to work inside 5.1/2" OD x 17-23 PPF Casing.
- j) Bowen or equivalent makes Eutectic Electrodes, Flux etc. - for dressing of Mill.
- k) String Magnet to work inside 5.1/2" OD x 17-23 PPF Casing & for 7" OD x 23-29 PPF Casing.

Note: Fishing tool should be in workable condition at all the time of operation. Hence, adequate spares are to be kept accordingly.

7.10 **BLOW OUT PREVENTER:** [As per applicable API specifications]

- a) One Double RAM hydraulic BOP [Cameron/Shaffer/Hydril/ Worldwide Oilfield Machine (WOM) make only] 7.1/16" x 5,000 psi flanged bottom connection and 7.1/16" x 5M studded top connection, dressed with 2.7/8" & blind rams.
- b) Crossover flange double studded: 7.1/16" x 5M - 7.1/16" x10M

7.11 BOP CONTROL UNIT: [As per API Spec. 16D]: One 20 gallon capacity BOP control unit with remote panel and accessories.

Accumulator: 4 nos. of 5 gal capacity bladder type accumulators BOP control unit shall be complete with electrical and air operated pressurizing system, with auto pressure switch for both, capable of pressurizing up to 3000 psi. BOP remote control panel with graphic visual display to be placed near to the driller console. All electrical items should be suitable for hazardous area, zone-1 gas group IIA & IIB. The electrical motor and starter/PBS for BOP control unit shall be DGMS approved.

Note:

1.0 Portable pressure testing unit & Recorder for pressure testing & recording of high pressure lines, BOP should be available at site.

2.0 All wellhead equipment/ BOP/ BOP control unit should be pressure tested to its rated capacity and should be certified as per API recommended practice.

7.12 **Welding Machine** - Two set (one set for each rig): Powered by Diesel Engine/Electric transformer with all associated welding and cutting accessories is to be made available at all times at well site against each rig.

7.13 **30 Ton Crane** - one (01) No.(against each rig operation): Diesel Hydraulic, Truck mounted, and Telescoping Boom mobile crane of 30 Tonne minimum capacity is to be made available at all times at well site for each Rig operations.

7.14 **SAFETY DEVICES:**

- (a) Fall Protection Device: An anti-fall coupled with safety harness/ belt shall be provided for personnel working on mast while exposed to a fall of 3 meters or greater or climbing unprotected vertical ladder with same exposure.
- (b) DGMS approved Top man's Escape Line & Device: For evacuation of Top Man from racking platform level in case of emergency.
- (c) Portable Gas Detectors: A portable DGMS approved gas detector capable of determining/ monitoring level of combustible gases in air should be made available at site.
- (d) All contractor's vehicles should be equipped with Spark arrestors.

Note: All safety equipments are to be in prime working condition.

7.15 General Statutory requirements for SAFETY NORMS:

- a. All the moving / rotating parts like belts, couplings, drive lines etc., of the equipment should be well guarded and painted with red colour.
- b. SRV of the pumps and air reservoir tanks should be tested regularly and records of such testing should be kept available all the times.
- c. Proper colour codes as per safety norms should be applied on the high pressure lines, gas lines and water lines.
- d. Anchoring and grouting of the delivery & bleed lines of the pumps should be done before running the pump.

Note: Any other item/ assembly not incorporated above and needed for meeting the scope of work in the tender should be provided by the contractor.

7.16 The following items are to be provided for two rig operations:

- a) TUBULAR/ CROSS OVER SUBS: (One lot against 2 Rigs): SLH-90 Drill Pipe: 73.03 mm (2.7/8") OD x 15.50 Kg/m (10.4 lbs/ft) API Grade 'E' or Higher Grade = 4500m
 - (i) One lot of necessary substitutes between drill pipe and drill collars, between drill collar and bit, required for drill string as well as for combination string
 - (ii) Suitable fishing tools for each size of Tubular, Cross-over subs are to be provided by the contractor.

Handling Tools for above:

- (i) Elevators for 2.7/8" SLH-90 Drill pipe - 2 Nos.
- (ii) Slips for 2.7/8" SLH-90 Drill pipe- 2 Nos
- b. **Light Truck** -One No (for two rig operation): One truck with jungal is to be provided for transportation of Bits/Mills and chemicals from Company's yard/Godown. Loading/ Unloading at well site is to be carried out by the contractor.

General Notes: Contractor shall have to mobilize all the goods/services covered under item No. 7.14 above along with the rig package.

7.17 **OTHER SERVICES TO BE PROVIDED FOR EACH RIG OPERATION**

A. **WORKOVER FLUID & MUD ENGINEERING SERVICES**

- i) OIL shall provide a mud/ workover fluid programme based on the depth data/casing policy as indicated in this document including their recommended dosage for mud/ workover fluid additives and optimum range of mud/ workover fluid parameters which need to be maintained by Contractor at the well site for achieving trouble free operations.
- ii) Scope of work: Preparation of salt solution using KCl, NaCl, Sodium Format, Potassium Format, CaCl₂ of required density, bentonite mud & special workover fluid as per well programme and preparation Hi-Vis, Xan-Vis pill as per requirement.
- iii) Shift wise fluid report covering the following details as per OIL's format/ standard IADC Proforma- (a): Fluid density, MF viscosity, PH etc shall be prepared and submitted to the company representative.
- iv) The Contractor must ensure proper maintenance of mud parameters to avoid damage to producing formations. He should also ensure the availability of mud chemicals at well site by submitting his requirement to the company's representative well ahead of time.
- v) In case of any difference of opinion at any stage, with regard to mud policy, OIL's mud programme shall prevail and the Contractor must use OIL's mud policy at that point of time.
- vi) Contractor shall provide mud balance, MF viscometer, PH meter, PH paper, dip stick

B. **WELL COMPLETION SERVICES**

- i) **Schedule -1:** For / during well testing (Production Testing)
 1. Making & breaking including stacking and running in of production tubing (both 2.7/8" OD EUE N-80 and VAM tubing) as per the standard practice.
 2. Installation of Tubing Head Spool, packing of secondary seal and testing of the same as per the rating.
 3. Testing of X-Mass tree and installation of the same.
 4. Making necessary tubing/ casing connections to the well head set up.
 5. Hooking up of the production equipment namely Tanks, Separator, Steam jacket, ground X-Mas tree etc and test the same before commissioning as per the requirement.
 6. To make the gas flare line to the flare pit.
 7. To maintain the tubing tally including any down hole production equipment run.
 8. All necessary surface connections to be made by the contractor for enlivening of the wells using nitrogen pumping unit.
 9. Hooking up of the steam lines to production tanks and steam jacket.

ii) **Schedule -2**

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

C. **TRANSPORTATION SERVICES**

i) **OIL's Responsibility**

- 1) Transportation of company's personnel and materials/ Equipment (those not attached with the rig) will be company's responsibility.
- 2) Cement shall be supplied by OIL. To & fro collection, transportation, loading / unloading, stacking etc of these cement shall be carried out by OIL, as and when required.
- 3) In case of well emergency, it is the responsibility of OIL to supply/ transport Chemicals, Cement etc. to well site.
- 4) Well consumables like casing, tubing, well head etc. shall be supplied by OIL. To & fro' collection, transportation including loading/unloading, stacking etc. at well site of these consumables will be provided by OIL.
- 5) Any additional requirement of crane(s) for any specific purpose at site during well operation shall also be provided by the OIL

ii) **Contractor's Responsibility**

- 1) Transportation of contractor's personnel & their material from camp site to drill site and between drilling sites shall be the responsibility of the contractor. All vehicles deployed for this purpose should be in prime condition.
- 2) All requirements of crane(s), during rig up/rig down & inter-location movements are to be provided by the Contractor.
- 3) The contractor must provide at their cost, equipment & services of the following minimum number
 - a) Sufficient number of load carrying vehicles and cranes so that the inter-location movement is completed without any delay.
 - b) Rig down / Rig up / transportation / maintenance of Company's materials / items like Well killing pump, Production installations (if any) attached to the rig shall be done by the contractor.
 - c) One truck with jugalis is to be provided for transportation of Bits/Mills and chemicals required for preparation of mud and completion fluid, from Company's yard/Go-down. Loading/ Unloading at well site is to be done by the contractor.

- d) For inter location movements the contractor shall arrange for shutdown/ground clearance of Electrical overhead lines belonging to third parties viz. state electricity board (APDCL), tea gardens etc.
- D. **ELECTRICITY**: Generation and supply of electrical power for running the entire operation and for various uses in the camp and well site shall be done by the contractor.
 Statutory Provisions - Bidder to note that all relevant provisions of the following minimum acts/statutes/instructions by statutory authority shall apply:
- CEA (Measures relating to safety and Electricity supply) Regulations, 2010, and latest amendments thereto.
 - Oil Mines Regulation, 1984, and latest amendments thereto.
 - DGMS advisories / instructions
 - OISD advisories / instructions
- In case statutory authorities issue relevant instructions regarding operation of the Workover rig/s after the start of operations under this contract, the contractor shall implement such instructions at his own cost.
- i) **RIG LIGHTING**
- 1) All lighting fixtures, plug & sockets, junction boxes etc. used in hazardous area shall be explosion proof or increased safety type and shall have valid approval from DGMS (India) for use in Zone 1/Zone 2, gas group IIA & IIB as statutory requirement.
 - 2) Lighting cable should be multi core flexible copper cables, 1000 volts grade (armoured or screened), Ethylene propylene rubber (EPR) insulated, CSP/NBR sheathed.
 - 3) Power supply to the lighting circuit shall be from phase-to-phase, 230volt, 50Hz (or 60 Hz). Separate lighting transformer of suitable capacity may be used for this purpose.
 - 4) Red flasher type aviation warning lights should be mounted at the mast top. This light shall be operational at all times from the moment the mast is raised and until the mast is finally lowered irrespective of well operation. Minimum illumination levels to be maintained are as follows-
 - # Sub-structure (derrick-floor) - 80 lux
 - # Peripheral/area - 10 lux
 - # Double board - 30 lux
- ii) **RIG MOTORS**: All rig motors, starters, push button stations, junction boxes used in hazardous area must have approval from DGMS (India) for use in Zone I, gas group IIA & IIB classification as statutory requirement. Cable used for motor operation should be multi core flexible copper cables (armoured or screened) of 1000 volts grade, EPR insulated, CSP/NBR sheathed.
- iii) **EARTH LEAKAGE PROTECTION DEVICE**: All out going feeders for motor, lighting etc. shall be provided with earth leakage protection device so as to disconnect the supply instantly at the occurrence of earth fault or leakage current. [Ref: CEA (Measures relating to safety and electric supply) Regulations, 2010; regulation no.42]

iv)

GENERAL CONDITION

1. All electrical equipment such as motors, light fittings, push button station, plug & sockets, junction boxes, motor starters etc. used in hazardous areas shall have valid DGMS approval as statutory requirement (Oil mine regulation, clause no.73 & 75).
2. The bidder should furnish the following along with the offer:
 - i) Single line power flow diagram showing major equipment viz. Generators, CBs, Busbars, ELRs for feeders, NGR system, Motors, Lighting transformer, Starters etc.
 - ii) Plan layout of electrical equipment used in rig.
 - iii) List of all electrical equipment used in the W.O. rig with DGMS approval details. In case DGMS approval no. is not available at the time of submitting the offer, the same shall be submitted prior to commencement of operation.
 - iv) Earthing scheme showing double and distinct earth connections for each equipment along with numbering of earth electrodes.
3. Electrical job precautions shall be adopted in the oil field as specified in the CEA (Measures relating to safety and electric supply) Regulations 2010, Oil Mine Regulation 1983, and DGMS guidelines; as amended from time to time.
4. The frame of every electrical equipment viz. generators, motors, transformers, PBS, starters, junction boxes, light fittings, switchboards, PCRs etc. as well as Diesel tanks, Mud tanks, vessels, Work over rig outfit, Bunk houses etc. shall be earthed by two separate and distinct connection with earth. [Ref: CEA (Measures relating to safety and electric supply) Regulations, 2010; regulation no.41]
5. Proper insulating mat conforming to IS-15652:2006 shall be provided in front of the electrical panels, switchboards etc. for the safety of operating personnel. [Ref: CEA (Measures relating to safety and electric supply) Regulations, 2010; regulation no.19]
6. Following tools shall be maintained for electrical jobs –
 - (i) FLP torch
 - (ii) Intrinsically safe Insulation Tester
 - (ii) Multimeter
 - (iii) Earth Tester
 - (iv) Safety belt
 - (v) Rubber insulated gloves for electrical purpose
 - (vi) Discharge sticks & lamp tester
 - (vii) Electrician's Tool Kit
 - (viii) Lux meter
7. Neutral Grounding Resistor (NGR) system:
Contractor shall have to provide Neutral Grounding Resistor (NGR) in the incoming power supply. The neutral system should be such that, the earth-fault current shall not be more than 750mA in installations of voltage exceeding 250V and upto 1100V for oil fields. The magnitude of the earth fault current shall be limited to the above value by employing suitably designed restricted neutral system of power supply, provided with fail-safe NGR monitoring systems so as to sense the failure of NGR or open-circuit in neutral circuit.
8. Lockout and Tagout system shall be provided for electrical panels

9. Danger boards/ Danger notices (with skull & bones, designed as per IS:2551) shall be affixed permanently on every motor, generator, transformer, switchboard, starter, junction box etc. [Ref: CEA (Measures relating to safety and electric supply) Regulations,2010; regulation no.18]
10. Following items shall be affixed / displayed in a conspicuous place –
 - (i) Electrical single line power flow diagram
 - (ii) Electrical earthing system schematic
 - (iv) Plan layout of electrical equipment
 - (v) Electric shock treatment chart
- v) COMMISSIONING REPORT & STATUTORY RECORDS to be maintained at site are:
 - a) One commissioning and statutory record register should be maintained by contractor to record the following-
 - # Specifications/nameplate details including DGMS approval nos. for each electrical equipment
 - # Insulation resistance of all motors, generators, cables, distribution board, transformer etc. (in each rig up and monthly).
 - b) Register for recording earth resistance of all electrodes. (in each rig up and monthly).
 - c) Register for Test record of ELRs (monthly).
 - d) Schedule -XIII [of CEA (Measures relating to safety and electric supply) Regulations,2010]
 - e) Electrical isolation/ energization permit.
 - f) Register for flange gap measurement records of FLP equipment (yearly).
 - g) File containing details of Electrical workman permit and Electrical supervisor certificate of competency of electrical personnel
 - h) Electrical log sheet to maintain records of operational parameters and energy consumption data. (every shift)
 - i) Illumination survey records.

E. CEMENTING SERVICES

- i) OIL shall perform the cementation jobs such as Squeeze cementation, Cement plug job etc. as per the requirement of well completion policy at the wells planned for work over jobs. The Contractor shall provide the following equipment and services to enable OIL to carry out the jobs successfully. Contractor's pump shall be used to pump cement slurry. Expected parameters are 2500 psi, (max.)
- ii) The Contractor shall be required to assist OIL in performing all secondary cementation jobs at all the wells.
- iii) OIL may at any time decide to utilise a cementing unit for carrying out the cementation job. Further the Contractor will carry out cleaning / flushing of cementing unit and associated surface lines after completion of the cementing jobs.
- iv) During cementation readiness: The Contractor shall, during the cementing job, attend to all problems, render help and rectify all defects to the satisfaction of OIL's cementing Engineer. These shall include equipment and accessories supplied by OIL also.
- v) Post Cementation follow up action: The Contractor shall carry out cleaning and flushing to remove all traces of cement from unwanted locations. They shall also disassemble and remove/ load all OIL's equipment, which are required to be removed after the mandatory period.

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

(As per API wherever applicable)

- i) Safety: Contractor shall observe such safety regulations in accordance with acceptable oilfield practice and applicable Indian Laws. Contractor shall take all measures reasonably necessary to provide safe working conditions and shall exercise due care and caution in preventing fire, explosion and blow out and maintain fire and well control equipment in sound condition at all times. Contractor shall conduct such safety drills, BOP tests, etc. as may be required by company at prescribed intervals.
- ii) Contractor shall provide all necessary fire fighting and safety equipment as per laid down practice as specified under OISD - STD - 189 and OMR.

FIRE FIGHTING EQUIPMENTS:

Fire fighting arrangements should as per OISD-189.

- 1. Fire Water Flow Rate: - 1750 LPM
- 2. Fire Water storage: - 1750 LPM X 30 Min = 52500 Ltrs. (Minimum 52.5 KL)
- 3. Fire Water Line of minimum 4" size shall be located at a minimum distance of 15 m from the wellhead area.
- 4. Trailer Fire Pump = Min 1800 LPM @ 7 Kg/cm²
- 5. Single headed hydrants - 01 Nos.
- 6. Water-cum-foam Monitor - 01 No. of 1750 LPM Cap.
- 7. Hose box - 01 Nos.
- 8. Fire hoses - 04 Nos.
- 9. Multipurpose nozzle- 03 No.
- 10. Inline foam eductor- 1 Nos.
- 11. Foam branch pipe - 1 Nos.
- 12. Foam compound - minimum 200 lts.
- 13. Weather-proof facility for storing above items.
- 14. Fire Extinguisher -
 - a) 25 Kg trolley mounted DCP Fire Extinguisher - 02 Nos.
 - b) 10 Kg DCP extinguishers - 19 Nos.
 - c) 6.5 Kg CO₂ extinguisher - 08 Nos.
 - d) Sand drum with Scoop - 05 Nos.
 - e) Fire Extinguisher Shed - 01 No.
- 15. Fire bell/alarm

[Contractor shall provide necessary hose, TCP with fittings]

First Aid Kit: An adequate and approved first aid kit should be provided on each rig and should have all medicines as recommended as per Mines Rule 1955, Rule 43(3), Second Schedule.

- iii) Fire protection at well sites shall be the responsibility of the Contractor. Necessary action shall be taken and prior arrangements to be made for providing competent person s trained in the field.
- iv) Documentation, record keeping of all safety practices should be conducted as per international/Indian applicable laws, act, regulations etc, as per standard Oilfield practice and these records should be made available for inspection at any point of time. The H.S.E (Hygiene Safety and Environment) policy as well as emergency procedure manual should be kept at site. Compliance of these shall be the sole responsibility of the contractor.

- v) One ambulance with dedicated driver shall be kept standby at well site for 24 hrs. to meet any emergency with all basic facilities like stretchers, oxygen cylinders, first aid facilities, etc.

G. **CIVIL WORK INVOLVEMENT**

i) **OIL's Responsibility:**

1. Company shall provide foundation for the standard rig equipment including hard standing and cement concreting areas, effluent pit provision etc.
2. Digging of pilot pit & strengthening of effluent pit
3. Maintenance of approach road during operation.
4. Supply of only cement & other civil materials (for grouting jobs).
5. Maintenance of plinth including preparation of proper drainage System as per OIL's standard to evacuate rain water and mud sludge etc. to effluent pit. Regular jobs at plinth i.e. cutting of small drains/nallah leading to pit, leveling of plinth with Company's civil materials, shall be done by Company.
6. To provide toilets, both for Contractor's personnel and Company's personnel including supply of all the required materials and subsequent dismantling after completion of the well.
7. Sand bagging of adjacent wells. Company shall provide the appropriate barrier of sand bags to the adjacent live wells, located in the same plinth.
8. Enclosure to stop spillage of LWC, HSD etc. in the respective tanks.
9. The digging of deep tube wells at the well sites and installation
10. All grouting required for anchoring guy post & delivery lines including cement and other civil materials.
11. The External guy posts should be anchored with RCC, as per OIL design.
12. Erecting of contractor's Panel fencing in well site with all materials.
13. Construction of all types of sheds required during operation i.e. Telephone shed, sheds over mud tank and chemical storage etc, including supply of all the required materials and subsequent dismantling after completion of the well.

ii) **Contractor's Responsibility**

Supplying all equipments / materials for sinking of the tube well is contractor's responsibility. For the sake of the Contractor's knowledge, the depth of deep tube well in the region will be approximately 15-50 m (with double filter installed). The operation of the water pumps, extraction of water from deep tube well for the rig as well as camp shall be Contractor's responsibility. Supply of water from alternate sources shall be the responsibility of the Contractor, if no water is found at the exact camp or well site.

Supplying of panel fencing at well site as per OIL's standard drawing no OIL/0825/E.

NOTE TO BIDDERS:

- i) Bidders to provide Rig Lay out Drawing for the Rig Package along with the bid indicating Safety circle distance.
- ii) Any additional civil work involvement besides the standard indicated plinth area / civil work should be highlighted by the contractor in their technical bid.

- H. **SECURITY SERVICES:** Contractor shall be wholly responsible for complete Security of their personnel, their Rig packages, Base Camp and during ILM, operation, transit etc. and arrange suitable & comprehensive Security services accordingly on round the clock basis for their personnel and equipment/ material throughout the tenure of the contract. All security related issues shall be dealt by the Contractor on their own including dealing with Government agencies. The Contractor shall provide pre-fabricated XPM/panel re-usable type fencing, gate in the drill site, camp site etc. Company in no case will be involved in security related issues, relating to Contractor's personnel and equipment/material. Contractor shall also be responsible for the safety and security of Company's personnel, equipment/ material etc. in the well site and camp site.
- I. **MEDICAL SERVICES:** Suitable first aid medical services shall be provided by the Contractor round the clock on call 24 hrs a day. The contractor shall make available at all times during the entire Contractual period sufficient quantity of first aid equipment and medicines to meet any emergency.
- J. **CAMP AND OTHER ESTABLISHMENT:** Suitable camp facilities for Contractor's personnel including catering services shall be provided by the contractor.
- K. **COMMUNICATION SYSTEM:** Suitable communication system like WLL/ Cell phone is to be provided by the contractor. However, OIL will have option to provide the OIL telephone in some locations, if found suitable.
- L. **PERSONNEL TO BE DEPLOYED**
- i) The Contractor will have to deploy adequate manpower to carry out the required operations. The deployment pattern will be as per the contractor's discretion for all the required services except for the rig operations during Work over & completion phases for which the deployment pattern has to be as per the following norm, for per rig operation, with the indicated key personnel:

Sl. No.	Key Personnel	Number per location per shift	Working Hours
1.	Rig manager/Rig Superintendent	1	On call 24 Hrs(On/Off Duty Pattern)
2.	Tool Pusher	1	12 Hrs
3.	Tour Pusher/Night Tool Pusher	1	12 Hrs
4.	Driller	1	12 Hrs.
5.	Asstt. Driller	1	12 Hrs
6.	Top man	1	12 Hrs
7.	Floormen/ Roustabout	4	12 Hrs
8.	Master Mechanic	1	12 Hrs
9.	Rig Electrician	1	12 Hrs
10.	Mud Supervisor	1	12 Hrs
11.	Telephone Attendant	1	12 Hrs
12.	HSE Officer	1	12Hrs (During

			General shift and as and when required)
13.	Welder	1	12 Hrs (During General shift and as and when required)
14.	Heavy Crane Pipe Layer Operator	1	12 Hrs (During General shift and as and when required)
15.	Electrical Supervisor	1	12 Hrs (During General shift and as and when required)

NOTE: One Rig Manager/Rig Superintendent for two rig operations.

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

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

1) **RIG MANAGER:** Should be engineering degree/diploma holder of sound health and have work experience of minimum 1 year as rig manager and three years experience as tool pusher. The candidate having five years experience in work over/ Drilling operations in deep oil / gas wells as tool pusher may be considered for Rig Manager at the discretion of OIL. Should be conversant with well control methods to take independent decisions in case of well emergencies.

2) **TOOL PUSHER/ TOUR PUSHER:** Should be of sound health and have work experience in Drilling work over operations as listed in this tender in deep oil/gas wells. The minimum qualification should be HS/PU/I. Sc (10+2) and should be capable of writing and speaking English having minimum 1 year experience as tool pusher and three years' experience as driller. The candidate having five years experience in work over/ Drilling operations in deep oil / gas wells as driller may be considered for tool pusher at the discretion of OIL.

i) Must possess valid well control certificate (IWCF) / IADC well cap; and should be conversant with well control methods to take independent decisions in case of well emergencies.

ii) Should be conversant about mud chemicals & maintenance of mud property.

3) **DRILLER:** Preferably should be of sound health and have sufficient work experience as driller in drilling or work over oil/gas wells. The minimum qualification should be HS/PU/I. Sc (10+2) and should be capable of writing and speaking English. He must have 1 year experience as driller and three years experience as Assistant driller.

The candidate having five years experience in work over/ drilling operations in deep oil / gas wells as Assistant driller may be considered for driller at the discretion of OIL

- Must possess valid well control certificate (IWCF) / IADC well cap; and should be conversant with well control methods to take independent decisions in case of well emergencies.
- Should be conversant about mud chemicals & maintenance of mud property.

**** NOTE:** Company reserves the right to accept suitable candidates of not having required qualification.

4)

HSE Officer:

Qualification:

Should be graduate/ Diploma in safety / fire Engineering after completion of HS/PU/I. Sc (10+2).

Job Description:

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

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

Experience: Experience as HSE officer of about 1 year. Health, Safety & Environment experience includes formation and implementation of HSE policies, Work Site Inspection & hazard Identification, Training of employees, Task risk Assessments, Permit To Work systems, pre job safety meeting, Accident, incident and Near Miss Investigation & analysis, Report making & Record Keeping, Selection of PPEs suitable for work activity & work environment, Work site Inspections & Audits, and Emergency Response Planning & Loss Control programs, taking precaution for pollution control and environmental management. Should have knowledge on ISO, ISRS certifications etc.

5) **ASSISTANT DRILLER/ TOP MAN:** Should have minimum three years experience in the position.

6) **Floorman:** Should have minimum one year experience in the position.

7) **Roustabout:** Roustabout should be conversant with day to day operations at well site.

- 8) **MASTER MECHANIC:** Must be a Diploma with one year experience / ITI, HSSLC or equivalent qualification from recognized institute with 3 years experience in Rig maintenance. He should have the knowledge of preventive/ breakdown maintenance procedure of the equipment. He should be able to detect the breakdown of outfit engines, pump and other engines at well site and rectify the problems.
- 9) **RIG ELECTRICIAN:** The minimum qualification and experience of rig electrician should be as under:
- i) Shall have Diploma in Electrical Engineering from a recognized institute or university, OR shall possess a certificate in Electrical Trade, preferably with 2yrs. course from an Industrial Training Institute recognized by the Central Govt. or State Govt.
 - ii) Shall have minimum 2yrs. (for Diploma) or 3yrs. (for ITI) of experience in the operation and maintenance of electrical equipment in workover/drilling rigs. He should be able to read circuits, communicate, detect and rectify faults.
 - iii) Shall possess valid Electrical Work Permit (with Parts I & II) issued by State Licensing Board. [Ref: CEA (Measures relating to safety and electric supply) Regulations,2010; regulation no.3,6&115 and Oil Mines Regulations,1984; regulation no.81].
- 10) **ELECTRICAL SUPERVISOR:** The minimum qualification and experience of electrical supervisor should be as under:
- (i) Shall have Degree or Diploma in Electrical Engineering from a recognized institute or university.
 - (ii) Shall have minimum 2yrs. (for Degree) or 3yrs. (for Diploma) of experience in workover/drilling rigs. He should be confident in independently carrying out the fault finding analysis, rectification of fault, operation and maintenance of all the electrical items of workover rig.
 - (iii) Must possess valid Electrical Supervisor's Certificate of Competency (with Parts 1, 2, 3, 4 & 8) issued by State Licensing Board.

[Ref: CEA (Measures relating to safety and electric supply) Regulations,2010; regulation no.3,6&115 and Oil Mines Regulations,1984; regulation no.81]

NOTE: Prior approval from CE (Electrical) should be obtained for employment of electrician. Complete bio-data should be forwarded to CE (Electrical) for scrutiny and approval.

- 11) **MUD SUPERVISOR:** The minimum qualification and experience of mud supervisor should be as under:
- HS/PU/I. Sc in science or equivalent.
 - Should have knowledge in Drilling /Workover wells, experience of at least 4 years in handling drilling/ workover fluids out of which atleast one year as mud attendant.
 - Candidates having B. Sc qualification with Chemistry as one of the subjects, should have min 2 (two) years experience in

handling mud/ workover fluid system out of which atleast one year as mud attendant

- 12) **WELDER:** Should be provided along with the welding machine. The welder should have adequate experience in working in drilling/ work-over wells and must be conversant of welding of casing and well head accessories. He must possess the certificate of welding trade from any recognized institute of State Govt. (One year course).
- 13) **HEAVY CRANE / PIPE LAYER OPERATOR:** Should be provided along with the Crane. The crane operator should have a minimum of 2 years work experience in operating a heavy crane/pipe layer and possess license for driving heavy motor vehicle.
- 14) On top of the experience of the personnel as listed above, they all should be conversant with BOP drill as per standard oilfield practice.

NOTES:

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

(In case, the above training course for contractor's personnel is to be arranged by OIL, the contractor will be charged accordingly).
- 6) Rig Manager shall be stationed at base office. In case of operational requirement he shall visit well sites and can leave station only on specific permission of OIL.
- 7) Contractor should deploy other personnel at rig site, which shall include drivers, Rig fitters, carpenters warehouse personnel,

security men, (both at well site and camp site), power tong operator, services of unskilled labour as and when required for following multiple jobs.

- Chemical Helper
- Engineering helper (Additional)
- Electrical helper
- Persons on rack during casing job.

- 8) On/off duty details of rig and associated service personnel should be indicated.
- 9) Employment of personnel other than key persons shall be at the discretion of the contractor to run all operations at well site and camp successfully.
- 10) The Contractor shall forward the list of personnel deployed in each Rig along with bio-data / qualification/ experience / track record of the personnel prior to mobilization of the Rigs with all supporting documents. Any additional manpower deployed by the contractor shall be at the expense of the Contractor.
- 11) The age of the key personnel except Rig Manager/Rig superintend should not be more than 50(fifty) years (supporting document to this effect should be submitted). However, OIL deserves the right to accept the personnel of above 50 years with good health conditions.
- 12) The contractor shall be responsible for arranging relief of personnel during vacation, statutory off days, sickness etc. entirely at their cost. However, the relief personnel also must have the qualification and experience as indicated above. Contractor shall submit the bio-data/ qualification/ experience/ track record of the relief personnel along with recent photographs for OIL's scrutiny. Contractor will have to obtain prior approval from Company for the relief personnel of the contractor.
- 13) 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.
- 14) All charges for personnel are included in Day rates. No. separate charges shall be payable for the personnel deployed.

END OF SECTION-II

&&&&&&&&

Part-3
SECTION-III
SPECIAL CONDITIONS OF CONTRACT

- 1.0 **DEFINITIONS:** Following terms and expression shall have the meaning hereby assigned to them unless the context otherwise requires:
- 1.1 'Work over Unit' means work over rig complete with pumps, power packs, and other accessories and equipment as listed in the Contract.
- 1.2 "Associated services" means equipment and services, asked for, along with work over unit in this bid document. These include but not limited to mud engineering, equipment & services; camp/catering/ medical services, communication, safety & fire fighting services well control services etc.
- 1.3 "Operating Area" means those areas in onshore India in which company or its affiliated company may from time to time be entitled to conduct drilling operations.
- 1.4 "Operation Base" means the place or places, onshore, designated as such by company from time to time.
- 1.5 "Site" means the land and other places, on/under/in or through which the works are to be executed by the Contractor and any other land and places provided by the company for working space or any other purpose as designated hereinafter as forming part of the Site.
- 1.6 "Company's items" means the equipment, materials and services, which are to be provided by company at the expense of company.
- 1.7 "Contractor's items" means the equipment; materials and services, which are to be provided by Contractor or company at the expense of the Contractor which, are listed in section under terms of reference and technical specifications.
- 1.8 "Commencement Date" means the date on which the contractor commences the work over operation at the first well under this contract.
- 1.9 "Contractor's personnel" means the personnel as mentioned under section terms of reference and technical specification, to be provided by Contractor from time to time to conduct operations hereunder.
- 1.10 "Contractor's representatives" means such persons duly appointed by the contractor thereof at site to act on Contractor's behalf and notified in writing to the company.
- 1.11 "Day" means a calendar day of twenty-four (24) consecutive hours beginning at 06:00 hrs. and ending at 06:00 hrs.
- 1.12 "Approval" as it relates to Company, means written approval.
- 1.13 "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 which is or will be a part of the Company.
- 1.14 "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.

- 1.15 "Base camp" means the camp where the Contractor's personnel shall reside for carrying out the operations along with specified Company's personnel as per the contract.
- 1.16 "Inter-location movement" means transferring of complete rig materials from present location after rig release till the completion of rig up at the next location and the well is ready for killing after preparation of killing fluid.
- 1.17 "Work over Operation": Means all operations required to be carried out pursuant to this contract.
- 2.0 **MOBILIZATION**
- 2.1 The mobilization of the Work over Unit and associated services shall commence on the date of receipt of the 'letter of Award' awarding the Contract and continue until the complete Work over unit is properly positioned at the first location, rig-up of rig is completed and the well is ready for killing operation.
- 2.2 The contractor will advise readiness for commencement of mobilisation/ shipment to company after the commencement date, at least 3 days before actual mobilisation/shipment commences.
- 2.3 Mobilisation charges will be payable after the commencement date as certified by the company.
- 2.4 Company at its discretion may allow commence the operation without complete mobilization, however necessary deduction for short supplied items will be made as per cost evaluated by OIL.
- (i) For any items supplied by the company rental will be calculated after amortizing the cost of the item over a period of 5 years applying 15% PTRR (Post tax rate of return). Similar deductions will also be made for short supplied items (neither supplied by company nor by the contractor).
 - (ii) Deduction will be calculated based on company's determined cost, which shall be treated as final, basis of which shall provide to the contractor.
 - (iii) Notwithstanding this provision for partial mobilization bidder must quote in accordance with relevant clauses for full mobilization.
- 2.4.1 Company may provide items/equipment to Contractor in exceptional cases only and not as a routine matter. In the event Company decides to provide any items/equipment to Contractor on rental basis for commencement of operation or during operation, the following shall be applicable:
- i) Contractor shall deposit the assessed value of the items/ equipment either in cash or in the form of a Bank Guarantee to Company in advance before taking delivery of the items / equipment from Company. However, in case of an emergent situation, OIL may consider to accept the assessed value in Bank Guarantee or in cash within 7(seven) days of issue of the items/equipment. It is to be noted that contractor is exempted to deposit the requisite cash/ Bank Guarantee if the assessed present cost of such equipment is less than the previous month's invoice value of the same running contract.
 - ii) Items/equipments will be rented out to Contractor for a maximum period of 3(three) months and the same returned by Contractor to Company within a specific date to be specified by Contractor.

- iii) Rental charges for first three months would be evaluated as per Para 2.4 above and taking cognizance of the present market trend.
- iv) In the event the rented items/equipment are not returned by Contractors within the specified period of three months, the rental charges would increase by 1.5 times. For next three months, rental charges would be 1.5 times the rental charges of the first three months. Rental charges in any quarter would be 1.5 times the rental charges of the previous quarter.
- v) Deduction for short-supplied items/equipment shall also be made as per Para (iii) and (iv) above.

2.4.2 In case any items/equipment are issued to Contractor on "outright sale" basis, the deduction shall be made as calculated by Company based on Company's determined cost, which shall be treated as final, basis of which shall provided to the Contractor.

3.0 CONTRACTOR'S PERSONNEL

3.1 Except as otherwise hereinafter provided, the selection, replacement, and Contractor shall determine remuneration of contractor's personnel. Such employees shall be employees solely of Contractor. Contractor shall ensure that its personnel will be competent and efficient. However, the contractor shall provide details of experience, qualification and other relevant data of the personnel to be deployed for scrutiny and clearance by the company before the actual deployment. The contractor shall not deploy its personnel unless cleared by the company.

3.2 The Contractor shall nominate one of its personnel as Contractor's representative who shall be in charge of Contractor's personnel and who shall have full authority to resolve all day to day matters, which arise at the site.

3.3 The Contractor shall have a base office at Base camp and at Duliagan to be manned by competent personnel, who shall act for the Contractor in all matters relating to Contractor's obligations under the contract.

3.4 Contractor's Personnel: Contractor shall provide all manpower for necessary supervision and execution of all work under this contract to company's satisfaction except where otherwise stated. The minimum number of key personnel to be deployed is mentioned in this document.

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

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

4.0 FOOD, ACCOMMODATION, TRANSPORTATION AND MEDICAL FACILITY AT WILL SITE

4.1 Contractor shall provide standard food & services for all its own & its sub-contractor's personnel.

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

- 4.3 Medical Facilities: The Contractor shall arrange for medical facilities and including an ambulance at Contractor's cost at site. However, OIL may provide services of OIL Hospital as far as possible in an emergency on payment basis.
- 5.0 **CONTRACTOR'S ITEMS**
- 5.1 Contractor shall provide contractor's items and personnel to perform the services under the contract as specified in this document.
- 5.2 Contractor shall be responsible for maintaining at his cost adequate stock levels of contractor's items including spares and replenishing them as necessary.
- 5.3 Contractor shall be responsible for the maintenance and repair of all contractors' items and will provide all spare parts, materials, consumables etc. during the entire period of the contractual period.
- 5.4 Contractor will provide full water requirement at rig site and campsite.
- 5.5 Contractor will provide all POL for operation of contractor's equipment both at well-site and campsite at contractor's cost. There shall be no escalation in the day rates throughout the duration of the contract including extension, if any, on account of any price increase in fuel / lubricants.
- 5.6 Contractor will provide electricity at both well-site and campsite for meeting both contractors' as well as company's requirement.
- 5.7 Zero day rates will be applicable for shutdown of rig operations on account of inadequate supply of contractor's items, including but not limited to, electricity, lubricants, water, personnel.
- 6.0 **CONDUCTING WORK OVER OPERATIONS**
- 6.1 The Contractor shall carry out all operations mentioned hereunder with due diligence in a safe and workmanlike manner and in accordance with accepted international oilfield practices.
- 6.2 Wells shall be completed as specified in the work over programme within the depth range of the rig.
- 6.3 The work over Unit and all other equipment and materials to be provided by Contractor shall be in first class working condition.
- 6.4 The work over/ Well testing programme provided by company shall primarily include planning of the following:
- a) Well testing programme.
 - b) Well history with perforation details, BHP etc.
 - c) Details of casing string.
 - d) Mud hydraulic programme.
 - e) Cement repair programme (if any).
 - f) Wire line logging programme.
 - g) Drill out plug and packers (if any).
 - h) Casing repair job.
 - i) Gas and water injection programme.
 - j) Wire line operation including perforation.
- 6.5 Completion of work over shall occur when the well has been killed with Brine/ Mud, carried out all the operations as per well completion policy and initial production testing carried out unless otherwise advised by Company.

- 6.6 Upon completion of a work over well, statement stating that the well has been completed in accordance with the terms of this Contract and signed by the representatives of both Contractor and Company, will be made available to Company.
- 6.7 Operation of Work over Unit: Contractor shall be solely responsible for the operation of the Work over Unit including but not limited to supervising rig move operations and positioning and rigging up at designated location as required by Company as well as such operations as may be necessary or desirable for the safety of the Work over Unit.
- 6.8 Safety: Contractor shall observe such safety regulations in accordance with acceptable oilfield practice and applicable Indian Laws such as Mines safety rules etc. Contractor shall take all measures reasonably necessary to provide safe working conditions and shall exercise due care & caution in preventing fire, explosion and blow out, and maintain fire-fighting and well control equipment in sound condition at all times. Contractor shall conduct such safety drills, BOP tests etc. as may be required by company at prescribed intervals.

In case Contractor is found non-compliant of HSE laws as required by 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. The contractor shall be penalized @5% of the operating day rate for the period of non-compliance.

- 6.9 Contractor shall assist in performing any tests to determine the productivity of any Formation encountered as may be directed by company. Such tests and services may include, but not limited to electric logging, drill stem tests, perforation of casing, acidizing, swabbing, fracturing and acid fracturing.
- 6.10 Depth Measurement: Contractor shall at all times be responsible for keeping accurate record of the depth while lowering any string in the hole and record such depth on tally books. OIL shall have the right at any time to check measurements of the string in any manner.
- 6.11 The Contractor will maintain the well fluids in a manner satisfactory to the company. The parameter of the well fluid shall be maintained by the contractor in accordance with specifications and/or formulations set forth by the company.
- 6.12 In the event of any fire or blowout, contractor shall use all reasonable means at his disposal to protect the hole and bring the said fire or blowout under Control.
- 6.13 Adverse Weather: Contractor, in consultation with company, shall decide when, in the face of impending adverse weather conditions, to institute precautionary measures in order to safeguard the well, the well equipment, the Work over Unit and personnel to the fullest possible extent. Contractor and company shall each ensure that their representatives for the time being at well site, will not act unreasonably in the exercise of this clause.
- 6.14 **AMENDMENTS OF COMPLETION PROGRAMME:** It is agreed that contractor shall carry out work over operations, testing, completions, abandonment, if any, and all other operations, in accordance with the well completion programme to be furnished by OIL, which may be amended from time to time by reasonable modification as OIL deems fit, in accordance with good oil field practices.
- 6.15 **WELL POLICY:** The well completion programme may vary depending on the actual requirement at and during the time of commencement of the operation. The contractor shall be bound to obey those changes made by OIL from time to time.

7.0 **CONTRACTOR'S SPECIAL OBLIGATIONS**

7.1 It is expressly understood that contractor is an independent contractor and that neither it nor its employees and its subcontractors are employees or agents of company provided, however, company is authorised to designate its representative, who shall at all times have access to the Work-over Unit, related equipment and materials and all records, for the purposes of observing, inspecting and designating the work to be performed hereunder by contractor. The contractor may treat company's representative at well site as being in charge of all company's and company designated personnel at well site. The company's representative may, amongst other duties, observe, test, check and control implementation of work over, testing programmes, equipment and stock, inspect works performed by contractor or examine records kept at well site by contractor.

7.2 Compliance with company's Instructions: Contractor shall comply with all instructions of company consistent with the provision of this Contract, including but not limited to completion programme, well control, safety instructions, confidential nature of information, etc. Such instructions shall, if contractor request, be confirmed in writing by company's representative.

7.3 **WELL RECORDS**: Contractor shall keep the history of each well on the daily work over report prescribed by the Company and upon completion or abandonment of the well, deliver to Company, the original history and log book (if any), properly signed and all other data and records of every nature, relating to the completion of the well

a) Contractor shall also provide the following report every day at 7 am positively at the office of the Head Drilling (Work over & Services) -

- i) Daily work over report on IADC proforma duly certified by Company's representative along with daily record-o-graph or drillometer chart.
- ii) Daily mud report on IADC proforma including mud stock, daily consumption and stock position of chemicals.

However the following records should be maintained at well sites

- i) Gas testing records.
- ii) Conditions of mud mixing facilities like guns, agitators etc.
- iii) Daily report on P.O.L. consumption.
- iv) Daily roster of Contractor's personnel.

b) Contractor shall also provide the following list /reports to Company

- i) Contractor shall maintain inventory of rig equipment & accessories at site indicating their respective models, serial Nos., vintage, specifications etc. The Contractor shall provide inventory list endorsed by Company representative and any addition & deletion of items will be intimated by Contractor to Company representative.
- ii) All items including consumables imported under 'Nil' customs duty utilizing the Essentiality Certificates (EC) shall be recorded in the proper format indicating date of receipt, type, consumption, date of replacement etc.
- iii) Contractor shall provide the list of the items, equipment, consumables etc. to be re-exported by them after completion of services under this Contract along with all relevant documents.

- (c) Well Completion/Well Abandonment: After completion of a well successfully, Contractor will provide the completion report of the well with all information and events including above-mentioned information. In case of abandonment of a well, abandonment report, in addition to above, will be provided by the Contractor in Company's prescribed format or as per requirement.
- 7.4 Confidentiality of Information: All information obtained by contractor in the conduct of operations hereunder, including but not limited to, depth, formations penetrated, testing, surveying etc. shall be considered confidential and shall not be divulged by Contractor or its employees to anyone other than company's representative. This obligation of contractor shall be in force even after the termination of the Contract.
- 7.5 Contractor shall carryout normal maintenance of company's items at well site excepting for those items which contractor is not qualified to, or cannot maintain or repair, with its normal complement of personnel and equipment.
- 7.6 Contractor should provide the list of items to be imported in the format specified in **Proforma-A** for issuance of recommendatory letter to Directorate General of Hydrocarbons (DGH), New Delhi for clearance of goods from Indian customs at concessional (nil) rate of customs duty.
- 7.7 Contractor shall arrange for inland transportation of all equipment, etc. from the port to the place of work and back at the end of the work at their own expense. Arrangement of Road Permits and payment of Assam Entry Tax for bringing Contractor's equipment/material to Work place shall be Contractor's responsibility.
- 7.8 In case the Contractor imports the equipment etc. on re-export basis, the Contractor shall ensure for re-export of the equipment and all consumables and spares (except those consumed during the contract period) and complete all documentation required. Company will issue necessary certificates etc. as required. The Contractor should arrange for re-export of equipment within 60 days of notice of demobilisation issued by the Company. If the re-export is not completed within the specified period, customs duty, penalty etc. levied by customs authorities for such delay shall be to Contractor's account and same will be deducted by the Company from Contractor's bills and security deposit.
- 8.0 **COMPANY'S SPECIAL OBLIGATIONS**
- 8.1 Company shall at its cost, provide items and services as shown in this document.
- 8.2 Company shall be responsible at its cost, for maintaining adequate stock levels of its items and replenishing the same as deemed necessary, unless specified to the contrary elsewhere in the contract.
- 8.3 Ingress and Egress at location: Company shall provide contractor requisite certificates for obtaining rights of ingress to egress from the locations, where operations are to be carried out, including any certificate required for permits or licenses for the movement of contractor's personnel. Should such permits/licenses be delayed because of objections of appropriate authorities in respect of specific Contractor's persons such persons should be promptly removed from the list by the Contractor and replaced by acceptable persons. For any stoppage of operations for such delays, no day rate will be applicable.

9.0 **PAYMENTS:**

- 9.1 Invoices: Mobilization charges will be invoiced only upon completion of mobilization (after commencing of operation at the first well), submission / production of appropriate inventory documents, and physical verification by company representative.
- 9.2 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.
- 9.3 Billings for daily charges will reflect details of time spent (calculated to the nearest quarter hours) and the rates charged for that time. This should be in the form of monthly time analysis chart(s). Monthly invoices will be raised only after commencement of operation at the first well.
- 9.4 Invoice for reimbursable charges related to the contract will be accompanied by documents supporting the cost incurred.
- 9.5 Payment of monthly invoices, if undisputed, shall be made within 30 days following the date of receipt of invoice by Company excepting for the first two (2) monthly invoices where some delay (up to one month) may occur.
- 9.6 Payments of other invoices as set forth in Clause 9.4 shall be made within 60 days following the date of receipt of the invoices by Company.
- 9.7 Payment of mobilization charges shall be made within 45 days following the date of receipt of undisputed invoices by Company. Mobilization should be complete in all respect before raising invoice.
- 9.8 Payment of demobilization charges shall be made when applicable within 45 days following receipt of invoice by Company accompanied by the following documents from the contractor:
- a) Audited account up to completion of the Contract.
 - b) Tax audit report for the above period as required under the Indian Tax Laws.
 - c) Documentary evidence regarding the submission of returns and payment to taxes for the expatriate personnel engaged by the Contractor or by its sub-contractor.
 - d) Proof of re-export of all items (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.

10.0 **LOSS OR DAMAGE TO HOLE:**

- 10.1 OIL shall be liable for the cost of regaining control of any wild well, blowout, as well as the cost of removal of debris, and indemnify contractor.
- 10.2 In the event, the well is damaged by dropping of any tool/ tubing/fish or any reason of wilful acts or contractor's gross negligence or other legal fault, contractors liability shall be to carry out the operations as required for completion of the well to the reasonable satisfaction of company at contractor's cost. The fishing rate will be payable, in the event of Contractor dropping any tool/tubing/fish during the operation. However, the damaged to well is caused due to any reason of wilful acts or contractor's gross negligence or other legal fault, no rate will be payable during the period.

10.3 **Damage or loss of the Work over Unit:**

- a) The Contractor shall at all times be solely responsible for any damage to or loss or destruction of the Work over Unit and its other property irrespective of how such loss, damage or destruction is caused, and even if caused by the negligence of the Company and/or his servants, agents, nominees, assignees, Contractors and subcontractor, and Contractor shall hold harmless and indemnify the Company from and against any expenses, loss or claim related to or resulting from such loss, damages or destruction.
- b) If the Work over Unit is declared to be a total loss and/or construed to be total loss, as determined by the applicable insurance coverage, this contract shall terminate in respect of the Work over unit(s) as of the occurrence of the event causing such loss and each party shall thereupon be released of all further obligations hereunder in respect of that Work over unit(s), except for its payment of monies then due or liabilities to be charged in respect of work already done under this contract in respect of that Work over unit(s).

10.4 **LOSS OR DAMAGE OF CONTRACTOR'S WORK OVER UNIT OR SUBSURFACE EQUIPMENT**

- a) Except as otherwise specifically provided in the contract, any damage to or loss, of the Drilling/Work over Unit and/or subsurface tools/equipment regardless of the cause or reason for said loss, shall be the loss of the Contractor, its underwriters or insurers. Contractor indemnifies OIL, its Co-licensees and its and their affiliates Companies, Agents, employees, invitees, servants, their underwriters or insurers (other than Contractor's) and their employees, agent any claim whatsoever or responsibility for any damage to or loss of the Drilling/ Work over Unit or any other equipment or property of Contractor or Contractor's sub-contractors furnished or intended for use in the operations herein undertaken.
- b) If the Drilling/Work over Unit or any part thereof or subsurface tools/equipment is lost or damaged beyond repair or becomes an actual or constructive compromised, arranged loss or is otherwise abandoned, the Contractor shall, if required by OIL or by the laws, regulation or order of Governmental Authorities or Agency remove the Drilling/Work over Unit from operating areas to the satisfaction of the OIL. If the contractor unreasonably delays in removing the Drilling/ Work over Unit or any part thereof, the OIL may remove it and the contractor shall indemnify and reimburse OIL for all cost and expenses incurred by OIL in connection therewith. Any expense incurred by OIL in connection with or for locating the area/price of such loss/damage and/or ascertain whether such loss/ damage has resulted in any pollution or not, shall also be reimbursed by the Contractor to OIL.

10.5 **OIL'S EQUIPMENT:** Contractor shall assume the risk of and shall be solely responsible for, damage to and loss or destruction of materials and equipment or supplies furnished by OIL. In case there is a loss or damage to OIL's equipment for causes attributable to contractor, the contractor shall compensate OIL.

10.6 **BLOWOUT OR CRATER:** In the event any well, while carrying out work over operation hereunder, shall blowout or crater due to negligence of contractor, contractor will bear the entire cost and expenses of killing the well or otherwise bringing the well under control and shall indemnify and hold company harmless in this regard. This provision is not to be interpreted as company assuming any liability for loss of property, damages, loss of life or injuries caused by such a blowout, except as otherwise provided under the terms and conditions of the contract.

10.7 **Use of Contractor's Equipment:** Company shall have the right to use the drilling / Work over unit and the entire contractor's equipment provided under the contract during such times as company or both company and the contractor are engaged in bringing the well under control.

10.8 **Pollution and Contamination:** Notwithstanding anything to the contrary contained herein, it is agreed that the responsibility and liability for pollution or contamination shall be as follows:

- a) Contractor shall assume all responsibility and liability for cleaning up and removal of pollution or contamination which originates above the surface from spills of work over fluid, fuels, chemicals, lubricants, motor oils, pipe dope, paints, empty bags, solvents and garbage wholly in Contractor's possession and control and/or directly associated with Contractor's equipment and facilities, caused, and that originating from normal water base mud and other killing fluid.
- b) Contractor shall assume all responsibility and liability for all other pollution or contamination, howsoever caused including control and removal of same, which may occur during the term of or arising out of this contract and shall indemnify company from and against all claims, demands and causes of action of every kind and character arising from said pollution or contamination, including but not limited to that which may result from fire, blowout, cratering seepage or any other uncontrolled flow of oil, gas, water or other substance, as well as the use or disposal of oil base mud.
- c) In the event a third party commits an act of omission which results in pollution or contamination for which either the contractor or company, by whom such party is performing work is held to be legally liable, the responsibility shall be considered as between Contractor and company, regardless of the party for whom the job was performed and liability as set forth in (a) and (b) above would be specifically applied.
- d) In the event effluent / waste pit provided by the company, getting filled up in the normal course which can be prevented by contractor, the same shall be emptied completely or partially by the contractor using disposal pumps, to avoid overflow in the neighbouring areas or alternatively the company will provide additional pits at its cost. In case pits so constructed have seepage from the walls of the pit or bund of the pit, company will take remedial action to prevent the same at its cost.
- e) Contractor shall be responsible for any sound/noise pollution arising out of the Rig package or other items used by Contractor at well site. Contractor shall sort out the noise/sound pollution with the third party either by minimizing the sound/noise pollution with technological means or by compensating the affected people practicing the system and procedure followed by OIL. Contractor must ensure that there is no disruption of operation due to sound/noise pollutions.

11.0 **CUSTOMS DUTY**

11.1 In terms of Sl. No. 404 of the Customs Notification No.50/2017-Cus dated 30.06.2017, imports of the items specified in List 33 of the Notification are subject to levy of concessional rate of customs duty @5% (BCD Nil & IGST @5%) subject to conditions specified therein (Condition No. 48). However, this is subject to change as per Government guidelines and the provisions ruling at the time of tender closing will be applicable.

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

- 11.2 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 make 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.
- 11.3 All imports and import clearances under the contract shall be done by the contractor and OIL shall not provide any assistance in this regard.
- 11.4 However, in the event customs duty becomes leviable during the course of contract 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 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.

11.4.1 Contractor shall, however, arrange clearance of such items from Customs and port authorities in India and shall pay all requisite demurrages, if any, clearance fees/charges, port fees, clearing and forwarding agent fees/ charges, inland transport charges etc. Company shall provide all assistance by issuance of necessary letter of authority or other relevant documents and necessary help.

11.4.2 Notwithstanding what is stated above, the bidders should also consider the position in regard to import of goods as specified in list No. 33 of above notification against concessional rate of 5% Customs Duty. OIL is not liable in whatsoever manner, for the rejection of their claims for concessional rate of 5% Customs Duty by any of the authorities including the DGH.

11.4.3 The bidder while quoting would need to consider the duty drawback as per notification No. 23/2008 dated 01.03.2008 available to them upon re-export of the equipment, if any. The bidder should also note that input tax credit would also be available to them on the IGST paid by them excluding duty drawback and this aspect should also be considered by them while quoting their rates.

11.4.4 Similarly, such specified goods required for petroleum operations if procured from domestic sources would attract 5% concessional GST (IGST or CGST & SGST/UTGST) as per notification no. 3/2017 dtd. 28.06.2017 against issuance of EC by DGH for which OIL shall issue the recommendatory letter.

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

11.5 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.

11.6 **DEMOBILISATION & RE-EXPORT:** The Contractor shall arrange for and execute demobilization of the entire Rig package, Tools/ Equipment / Spare/ Accessories/Manpower etc. upon receipt of notice for demobilization from Company. Demobilisation shall mean completion / termination of the contract and shall include dismantling of the complete Rig package, its accessories/equipment, including the manpower and re-export of the complete Rig package (if re-exportable), its accessories/equipment, unutilized spares and consumables at the cost of the contractor. Demobilization shall be completed by Contractor within 60 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 re-exporting the complete Rig package, its accessories, equipment and the unused spares and consumables. In case of failure to re-export any of the items as above within the allotted time period of 60 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.

11.6.1 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.

11.6.2 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.

- 11.6.3 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.
- 12.0 **CONFIDENTIALLY**: Contractor agrees to be bound by professional secrecy and undertake to keep confidential any information obtained during the conduct of well operations, including, but not limited to, formations encountered, testing and surveying of the well. And to take all-reasonable steps to ensure the contractor's personnel likewise keep such information confidential.
- 12.1 This obligation shall keep in force even after the termination date and until such information will be disclosed by company.
- 12.2 Contractor shall handover to company all company's documents or drafts concerning operations carried out and which are still in its possession before transferring the Work over Unit to another sphere.
- 12.3 Contractor shall forbid access to the Drilling/ Work over Unit to any people not involved in the well operations or not authorised by the company to have access to the Drilling / Work over Unit, however, this provision is not applicable to any Government and/or police representative on duty.
- 13.0 **RIGHTS AND PRIVILEGES OF COMPANY**: Company shall be entitled:
- 13.1 To check the Drilling/ Work over Unit and Contractor's items before the commencement Date. If they are not found in good order or do not meet specifications as per Section II or in case of non-availability of some of the Contractor's items listed therein, the contractor may not be allowed for commencement until the contractor has remedied such default.
- 13.2 To change the completion programme, mud programme to complete or abandon any well at any time.
- 13.3 To approve the choice of sub-contractors for any essential third party contract, concerning materials, equipment, personnel and services to be rendered by contractor. Sub-contract may be entered into by contractor only after company's approval.
- 13.4 To check, at all times, contractor's stock level, to inspect contractor's equipment and request for renovation or replacement thereof, if found in unsatisfactory condition or not conforming to regulations or specifications.
- 13.5 To order suspension of operations while and whenever:
- a) Contractor's personnel is deemed by company to be not satisfactory, or
 - b) Contractor's equipment does not conform to regulations or to the specifications laid down in the Contract.
 - c) Contractor's equipment turns into a danger to personnel on or around the rig or to the well, or

- d) Contractor's insurance in connection with the operations hereunder is found by company not to conform with the requirements set forth in the contract.
- e) Contractor fails to meet any of the provisions in the contract.
- f) Any shortage in key/additional (compulsory) personnel and inadequacy of other personnel.

13.6 To reduce the rates reasonably, at which payments shall be made if the contractor is allowed to continue the operation despite having certain deficiency in meeting the requirements as per provision in the contract.

14.0 **EMERGENCY**

14.1 Without prejudice to clause 10.5 hereof company shall be entitled in emergency (the existence of which shall be determined by company) at its own discretion, to take over the operations of the rig, direct contractor's personnel in the event that company's interest will demand so. In such case, company will notify contractor of its action and within three (3) days confirm such notice in writing, setting forth the reasons for its action.

14.2 In such event, company shall pay contractor in accordance with the terms of the contract as if contractor was carrying out the operations.

14.3 All operations so conducted shall remain at the risk of contractor to the extent contractor is covered by insurance. When the well has been completed or when the conduct of the operations has been returned to the contractor, the equipment shall again be put at contractor's disposal in the same condition as at the time the operations were taken over by company, taking into account normal wear and tear and any inherent defects at the time of taking over by the company.

15.0 **DURATION**: The rates, terms and conditions shall continue until the completion or abandonment of the last well until the completion of testing operation.

16.0 **HEADINGS**: The headings of the clauses of the contract are for convenience only and shall not be used to interpret the provisions hereof.

17.0 **DEFICIENCY**: In the event of the contractor failure to strictly adhere in providing the minimum requirements of key personnel as set out in section II, Clause 7.6, I, the penalty shall be levied at the following rates.

FAILURE	PENALTY
a) Failure to provide Rig Manager and tool pusher / Tour Pusher	At the rate of 5% of the operating day rate for the period of non-availability of the Rig Manager/Tour/Tool Pusher separately in each case.
b) Failure to provide Driller and Asstt. Driller	At the rate of 3% of the operating day rate for the period of non-availability of the Driller and Asstt. Driller separately in each case.
c) Failure to provide other key personnel excepting those mentioned in 'a' & 'b' above.	At the rate of 3% of the operating day rate for the period of non-availability of each key personnel excepting those mentioned in 'a' & 'b' above.

NOTE:

1. The above penalty rates are applicable for the first five days. In case more than one key personnel are not available at a time, penalties applicable for such personnel will be levied simultaneously.
2. Beyond 5 days, the penalty will be levied at double the rates mentioned above for each day for non-availability of any key personnel.
3. Contractor will be paid for zero rate if operation is suspended for non-availability of key personnel.

18.0 INTER-LOCATION RIG MOVE STANDARD

- 18.1 Rig movement time for a distance upto 50 (Fifty) Kms will be six (6) days. For more kilometerage, the time allowed shall be in proportions of one (1) day for each 50 KM or part thereof. For Cluster location, rig movement time shall be limited to 3 days.
- 18.2 In case of shifting of the base camp of the contractor, to another area, addition of 4 days will be considered during inter-location movement period.
- 18.3 The time for inter-location movement suspended by force majeure, shall be extended by the period for which the Force majeure conditions last. No day rate will be payable for extended period due to force majeure conditions.
- 18.4 The ILM charge shall be discounted by 5% for each day's delay beyond the standard, as stipulated in 19.1 and 19.2, of total cost for inter-location movement rate payable for that particular rig movement, when the rig move is delayed beyond the standard.

19.0 PREVENTION OF FIRE AND BLOWOUTS

- 19.1 Contractor shall maintain all well control equipment in good condition at all times and shall take all possible steps to control and prevent the fire and blowouts to protect the hole. The Contractor shall be responsible for taking all preventive and corrective measures for initial control of kick, inflow, fire and blowouts. After initial control of well, Contractor shall inform the Company's Representative about the well condition and finally well shall be killed after mutual discussion with Company's representative.
- 19.2 Contractor shall test the BOPs by making pressure test atleast once in every 7 days or such time as instructed by the Company Representative. However, the testing procedure and frequency must comply with the Mines Rule. Contractor shall record results of all such tests in the daily work over report.

- 20.0 **DISCIPLINE:** The Contractor shall maintain strict discipline and good order among their respective employees and their respective Sub-contractors, if any, and shall abide by and conform to all rules and regulations promulgated by the Company and Contractor governing the operations at the assigned worksites. Should the Company feel with just cause that the conduct of any of the Contractor's personnel is detrimental to Company's interests; the Company shall notify Contractor in writing the reasons for requesting removal of such personnel. The Contractor shall remove and replace such employees at their expense within 7 days from the time of such instruction given by the Company.

21.0 WATER MANAGEMENT

- i. Strict control has to be made in on the use of water. Wastage of water increases the effluent volume in the pit and may aggravate pollution problems.
- ii. The valves, glands, hoses etc. are to be checked for any leakage and the same to be informed immediately to the concerned for rectification.

- iii. Arrangements have to be made for pumping effluents into the nearest dry pit in case of emergency.

22.0 EFFLUENT PIT BUNDS

- i. Regular checks are to be made to ensure that there are no leakage/seepage/overflow of effluents from the pit into the surrounding areas.
- ii. The bunds/walls of the effluent pit are to be checked by Contractor for any breaches during the operation. Any imminent breach of effluent bunds and walls shall be informed by Contractor to Company's representative in time for taking corrective measures. In the event of any damages to the effluent pit and its bunds and walls including the surrounding area due to delayed information by Contractor to Company, Contractor shall be responsible.

23.0 COLLECTION OF USED/ BURNT LUBE OIL: The used lube oils are to be collected separately in drums. Floating burnt oil, if any, in the effluent pit has to be lifted and collected into drums immediately.

24.0 The Contractor shall not make Company liable to reimburse the Contractor to the statutory increase in the wage rates of the contract labour appointed by the Contractor. Such statutory or any other increase in the wage rates of the contract labour shall be borne by the Contractor.

25.0 Any permission from the Mines Directorate in connection with working in excess of 8 (eight) hours per day shift pattern by the Contractor shall have to be arranged by the Contractor before commencement of the Contract, in consultation with the Company. Moreover, since the Contractor's personnel engaged shall be working under the Mines Act and Oil Mines Regulations, the Contractor shall have to obtain any other relevant permission from the Mines Directorate to engage their employees in compliance with various procedures as per Mines Act. In case of any breach of procedures under Mines Act the Contractor shall be held responsible and they shall bear all expenses arising as a result thereof.

26.0 The Contractor shall not engage labour below 18 (eighteen) years of age under any circumstances. Persons above 60 years of age also shall not be deployed.

27.0 Moreover, the Contractor should obtain and produce in advance to commencement of Work the following certificate / approvals:

- (i) Approval from DGMS/ DDMS for shift patterns in excess of 8 hours.
- (ii) Total manpower list.
- (iii) License/ certificate from specified electrical authorities for the rig and camp electrical personnel, if required.
- (iv) All certificates as per applicable laws including Mines Acts.
- (v) Regional Labour certificate, if required.

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

29.0 **GENERAL HSE GUIDELINES:**

- a. It will be solely the Contractor's responsibility to fulfil all the legal formalities with respect to the Health, Safety and Environmental aspects of the entire job (namely; the person employed by him, the equipment, the environment, etc.) under the jurisdiction of the district of that state where it is operating. Ensure that all sub-contractors hired by Contractor comply with the same requirement as the Contractor himself and shall be liable for ensuring compliance all HSE laws by the sub or sub-sub contractors.
- b. 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.
- c. 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.
- d. The contractor shall provide a copy of the SOP to the person designated by the mine owner who shall be supervising the contractor's work.
- e. Keep an up to date SOP and provide a copy of changes to a person designated by the Mine Owner/Agent/Manager.
- f. 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.
- g. All persons deployed by the contractor for working in a mine must undergo Mines Vocational Training, initial medical examination, PME. They should be issued cards stating the name of the contractor and the work and its validity period, indicating status of MVT, IME & PME.
- h. The contractor shall submit to DGMS returns indicating - Name of his firm, Registration number, Name and address of person heading the firm, Nature of work, type of deployment of work persons, Number of work persons deployed, how many work persons hold VT Certificate, how many work persons undergone IME and type of medical coverage given to the work persons.
- i. The return shall be submitted quarterly (by 10th of April, July, October & January) for contracts of more than one year. However, for contracts of less than one year, returns shall be submitted monthly.
- j. 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.

- k. 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.
- l. Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the contractor.
- m. The contractor shall have to report all incidents including near miss to Installation Manager/departamental representative of the concerned department of OIL.
- n. 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.
- o. 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.
- p. 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.
- q. To arrange daily tool box meeting and regular site safety meetings and maintain records.
- r. Records of daily attendance, accident report etc. are to be maintained in Form B, E, J (as per Mines Rules 1955) by the contractor.
- s. 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.
- t. 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.
- u. Contractor's arrangements for health and safety management shall be consistent with those for the mine owner.
- v. 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.
- w. 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 noncompliance is corrected.
- x. The contractor should prevent the frequent change of his contractual employees as far as practicable.

- y. The contractor should frame a mutually agreed bridging document between OIL & the contractor with roles and responsibilities clearly defined.
 - z. 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.
- 30.0 **HSE POLICY**: The contractor shall forward HSE policy to the Company along with the bid. On award of contract, the contractor shall submit comprehensive HSE manual & procedure and HSE plan for approval of OIL.
- 31.0 **EMERGENCY RESPONSE PLAN**: The contractor shall maintain Rig Specific Emergency Response Plan (ERP) for onsite. The contractor shall also maintain risk register.
- 32.0 **MoEF & CC(Ministry of Environment, Forest & Climate Control) Guidelines**:
- 1. Pre commissioning rig inspection, safety meeting tools box meetings, job safety analysis and audits shall be carried out to identify hidden/ potential hazards including risk register and ERP (Emergency Response Plan)
 - 2. The successful bidder shall take necessary measures to reduce noise levels at source at the drill sites by providing mitigation measures such as proper acoustic enclosure to the DG sets and meet the norms notified by MoEF & CC. Height of all stacks / vents shall be provided as per CPCB guidelines. Noise meter should be available with the rig package.
 - 3. To prevent well blowouts, during drilling operations, Blow out Preventer (BOP) system shall be installed. Blow out preventor measures during drilling shall be focus on maintaining well bore hydrostatic pressure by proper pre well planning and drilling fluid logging etc.
 - 4. The emissions of RSPM, SPM, SOX, NOX, and HC & VOC from DG sets shall conform to the standard prescribed by SPCB. Regular monitoring of Ambient Air of HC and VOC shall be carried out as per CPBC guideline. Stack height attached to DG sets shall be in-conformance with the environment protection acts and rules.
 - 5. The overall noise level in and around the plinth areas shall be kept well within the standards by providing noise control measures including acoustic hoods, silencers, enclosures etc. on all sources of noise generation. The ambient noise levels shall conform to the standards prescribed under EPA rules, 1989.

Note:

Wherever details have not been spelt out, all HSE (Health, Safety & Environment) matters should be guided in accordance with the provisions of relevant clauses of Mines Act 1952, EP (Environment Protection) Act 1986, Oil Mines Regulation 1982 & OISD standards and their subsequent amendments.

END OF SECTION-III

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Part-3
SECTION IV
SCHEDULE OF RATES

The bidders must quote the following rates in their priced bids as per the format given in Proforma - B.

1.0 MOBILIZATION CHARGES (ONE TIME LUMP SUM CHARGES) (M)

In case the rig package is contemplated to be mobilized partly or fully from outside India then the breakup of the mobilization charges to 1st location must be furnished separately.

- a) Mobilization charges "M" should include mobilization of equipment and manpower for 1(one) work over rig.

(Equipment includes self-propelled mobile work-over rig under Clause No. 7.1 of Section-II, well servicing pump, source water pump & pump for filter & blender unit under Clause No. 7.2 of Section-II, generating set under Clause No. 7.3 of Section-II, tankages under Clause No. 7.4 of Section-II, suction & delivery system under Clause No. 7.5 of Section-II, lighting system under Clause No. 7.6 of Section-II, other equipments under Clause No. 7.7 of Section-II, handling tools under Clause No. 7.8 of Section-II, Fishing tools under Clause No. 7.9 of Section-II, BOP under Clause No. 7.10 of Section-II, BOP Control unit under Clause No. 7.11 of section-II, Safety devices under Clause No. 7.12 of Section-II, Tubulars and cross over subs (one lot against two rigs) against clause no 7.14 a of Section - II, Two sets of Welding Machines (one set against each rig) against clause no 7.14 b of Section - II, one no 30 MT crane (one no against each rig) against clause no 7.14 c of Section - II, one no Light truck (against two rigs) against clause no 7.14 d of Section - II, Man power under Clause No. 7.15 L of Section-II)

- b) Mobilization charges should cover local and foreign costs to be incurred by the Contractors to mobilize to the first location.
- c) The first location will be in and around Duliajan, Assam.
- d) Total **02(Two)** work-over rigs shall be mobilized by the Contractor and accordingly mobilization charges shall be paid upon completing mobilization of each rig.

NOTE: Mobilization charges "M" should not exceed 7.1/2% of TCRO (i.e. the total estimated charges for operation of each rig for **03 years**).

2.0 DEMOBILIZATION CHARGES (LUMP SUM) (D)

For each rig package from last drilling location

- a) Demobilization charges "D" should include demobilization of all equipment and manpower attached with 1(one) work-over rig.
(Equipment includes self-propelled mobile work-over rig under clause No. 7.1 of Section-II, well servicing pump, source water pump & pump for filter & blender unit under Clause No. 7.2 of Section-II, generating set under Clause No. 7.3 of Section-II, tankages under Clause No. 7.4 of Section-II, suction & delivery system under Clause No. 7.5 of Section-II, lighting system under Clause No. 7.6 of Section-II, other equipments under Clause No. 7.7 of Section-II, handling tools under Clause No. 7.8 of Section-II, Fishing tools under Clause No. 7.9 of Section-II, BOP under Clause No. 7.10 of Section-II, BOP Control unit under Clause No. 7.11 of Section-II,

Safety devices under Clause No. 7.12 of Section-II, Tubulars and cross over subs (one lot against two rigs) against clause no 7.14 a of Section - II, Two sets of Welding Machines (one set against each rig) against clause no 7.14 b of Section - II, one no 30 MT crane (one no against each rig) against clause no 7.14 c of Section - II, one no Light truck (against two rigs) against clause no 7.14 d of Section - II, Man power under Clause No. 7.15 L of section-II).

- b) Total **02(Two)** work-over rigs shall be mobilized by the Contractor and accordingly de-mobilization charges shall be paid upon de-mobilization of each rig.

3.0 OPERATING DAY RATE (Per 24 Hrs. day) (OC)

The Operating Day rate will become payable from the time the Rig is rigged up and made ready for killing the well, until the rig is released for movement to the next location during the following operations:

- (a) Tripping with Contractor's/ Operator's drill pipes/ tubings
- (b) Circulating with kill fluid
- (c) Making up and breaking down drill pipes, drill collars tubing and other tubulars
- (d) Drilling out/ Clean out cement, Bridge Plug, Collar and Shoe
- (e) Milling/ Cleaning jobs with Mud Motor
- (f) Fishing operations
- (g) Casing running-in/ Pulling-out and cementation
- (h) Mixing or conditioning mud with Contractor's drill pipe in the hole.
- (i) Swabbing operations
- (j) Retrieving casing
- (k) Any other operations as required for well completion
- (l) Assembling and dis-assembling of BOP and well head hook-up.

4.0 STANDBY DAY RATE (Per 24 Hrs. Day) (70% of OC)

The Standby day rate shall be 70% of the operating day rate.

The Standby by rate will be payable under the following conditions:

- A. Waiting on cement
- B. Electric logging and wire line operations (both open and cased hole)
- C. Production testing
- D. Waiting on order
- E. Waiting on Company's equipment, materials and services.
- F. For all time during which the Company at its option may suspend operations.
- G. Waiting for daylight for certain production testing operation.

5.0 REPAIR DAY RATE (Per 24 Hrs. day) (60% of OC)

- a. The Repair Day rate shall be payable when operations are suspended due to break-down or repair of Contractor's equipment.
- b. The Contractor shall be paid repair day rate to a maximum of 30 cumulative hours per calendar month. Beyond the aforesaid 30 hours, no day rate will be payable until operations are resumed, at which time the applicable rate shall again come into force.
- c. This clause shall, however, not be applicable for routine inspections/ lubrications. The time for regular inspection/ lubrication is limited to 30 minutes for each shift.
- d. Payment towards rig repair day rate shall be 60% of the operating day rate.

6.0 **FISHING DAY RATES (Per 24 Hrs. day)**

- a) These rates are applicable in the event of Contractor fishing / dropping any tool/tubing/tubular/fish during the operation. This includes fishing due to mud cut/metallurgical problem of contractor's tools / tubulars.
- b) During the restoration/fishing jobs through work-over rig following day rates shall be applicable:
- i) For 1st 15(fifteen) days - 50% of OC
 - ii) For the 16th to 30th day - 25% of OC
 - iii) From 31st day till completing/suspending fishing job- Zero rate

7.0 **INTER LOCATION MOVE RATE:**

- a) Depending on the distance between the locations, separate rates will be applicable as mentioned below:

i) Fixed Charge (Lump sum) per rig move up to 50 KM	(LA)
ii) Kilometrage charges for rig movement in excess of 50 KM. This will be in addition to lump sum rate for ILM up to 50 KM as mentioned in 'b' above	(LB)
iii) Fixed Charge (Lump sum) for Cluster location. The spacing between wells at surface in cluster well plinth is around 15m or more	(LC)

- b) Inter location movement operation will start from the moment the Company releases the Work-over Rig unit for rig down at previous location. Rig & all materials including the additional and optional items, if any, are to be transferred after rig down and rig up at the next location is completed and the well is ready for killing after preparation of killing fluid. The inter-location movement of Rig package should be completed within the period as specified under special terms and conditions.
- c) The Inter location movement operation will include the clearing of the Work-over location off all materials, rig parts and made free from all pollutants.
- d) No day rate under Para 3.0, 4.0, 5.0, 6.0 & 8.0 hereof will be payable when inter-location move rate is applicable.

8.0 **FORCE MAJEURE DAY RATE (Per 24 Hrs. day) (50% of OC)**

- a. The Force Majeure Day Rate shall be payable during the first 15 days period of force majeure. No payment shall accrue to the Contractor beyond the first 15 days period unless mutually agreed upon.
- b. Payment towards force majeure day rate shall be 50% of operating day rate.

GENERAL NOTES FOR ITEMS: Contractor shall have to mobilize all the equipment's/services covered under item 7.16 above along with the rig package.

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 The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

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

Section: 1 -Commitments of the Principal

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

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

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

Section: 2 -Commitments of the Bidder/Contractor

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

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

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

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

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

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

(3) The Bidder/Contractor signing Integrity Pact shall not approach the Courts while representing the matters to IEMs and he/she will await their decision in the matter.

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

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

1. If the Bidder/Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressions within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.
2. The Bidder accepts and undertakes to respect and uphold the Principal's Absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion

is taken. This undertaking is given freely and after obtaining independent legal advice.

3. If the Bidder/Contractor can prove that he has restored/recouped the Damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.
4. A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.
5. Integrity Pact, in respect of a particular contract, shall be operative from the date Integrity Pact is signed by both the parties till the final completion of the contract **or as mentioned in Section 9- Pact Duration whichever is later.** Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings

Section 4 -Compensation for Damages

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

(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to Security Deposit / Performance Bank Guarantee.

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

Section 5 -Previous transgression

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

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

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

1. The Principal will enter into Pacts on identical terms with all bidders and contractors.

2. The Bidder / Contractor undertake(s) to procure from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the provisions laid down in this agreement/Pact by any of its sub-contractors/sub-vendors.

3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

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

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

Section: 8 -External Independent Monitor/Monitors

1. The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.

3. The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality.

4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. **However, the Independent External Monitor shall give an opportunity to the bidder / contractor to present its case before making its recommendations to the Principal.**

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

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

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

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. **The Arbitration clause provided in the main tender document / contract shall not be applicable for any issue / dispute arising under Integrity Pact.**
- 2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- 3. If the Contractor is a partnership or a consortium, this agreement must be, signed by all partners or consortium members.
- 4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

.....
For the Principal

Place.Duliajan
Date .

.....
For the Bidder/Contractor

Witness 1:

Witness 2:

WORK-OVER RIG INSPECTION CERTIFICATE

(SEPARATE CERTIFICATE TO BE ISSUED FOR EACH RIG)
(TO BE ISSUED BY BV/DNV/LLOYDS/OILFIELD AUDIT SERVICES/ABS)

FOR OLD RIGS (IFB No: **CDG6002P18)**

The following rig and equipment were inspected physically on _____ (date) and certified as under:

Sl. No.	Description	Details			
1.0	Identification No. of rig				
2.0	Current location of the rig (detailed address telephone & Fax No.				
3.0	Present owner of the rig (Detailed address, telephone & Fax No.)				
4.0	Details of rig / equipment inspected	Details of rig/equip- ment offered with ID No.	Whether meet the tender specificatio n	Year of manufact ure	Residu al life
4.1	(a) Mast Make: Model: Capacity in MT: Height from ground level(in Ft): (b) Sub Structure: Capacity in MT: Height from ground level (in Ft):				
4.2	Rig engine: Nos. of engine: Make: Model: H.P.:				
4.3	Draw works: Make: Model: H.P.				
4.4	Rotary systems: Make: Model: Static and rotating capacity (in MT): Rotary Table opening (in Inch)				
4.5	Tackle system: Make:				

	Model: Capacity in MT:				
4.6	Swivel: Make: Model: Capacity in MT: Pressure rating (Kg/sq.cm):				
4.7	Kelly: Make: Model: Size: Shape: Pressure rating (Kg/sq.cm):				
4.8	Trailer / Carrier: Make: Model: Front / Rear axle (Nos.) Capacity:				
4.9.1	BOP: Make : (Cameron/ Shaffer / Hydril): Model: Pressure rating: Double Ram/Two Stack BOP with one set Shear cum Blind ram & one set Pipe ram: Manual control : (Y/N)				
4.9.2	BOP Control unit: Make: Hydraulic operated: (Y/N)				
4.10.1	Mud pump: Make: Model: Max Pressure rating: Discharge rate at specified pressure				
4.10.2	Mud pump engine: Make: Model: H.P.				
4.11	Overall rig (1) Type i. Mobile-self propelled / trailer mounted / Ext propelled. ii. Electric / Diesel Engine powered. (2) Under structure clearance below rotary (in ft):				
5.0	Refurbishment, if any, with date and details of refurbishment.				

The rig after due inspection, is found in good operating / working conditions.

(Signature with name and designation)

Note:

- (1) For the rig / equipment already in existence, the above certificate shall be given by third party inspection agency namely BV/DNV/LLOYDS/OILFIELD AUDIT SERVICES/ABS on their letter head in original. Certificate from other agencies shall not be accepted.
- (2) Third party Inspection should be carried out on or after the date of sale of tender document and original inspection documents should be submitted along with the techno-commercial bid.

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WORKOVER RIG INSPECTION CERTIFICATE**(SEPARATE CERTIFICATE TO BE ISSUED FOR EACH RIG)**
(TO BE ISSUED BY MANUFACTURE FOR NEW UNUSED RIGS)

The following rig and equipment shall be manufactured and supplied as per details below:

Sl. No.	Description	Details	
1.0	Name of the Manufacturer		
2.0	Buyers details (detailed address, telephone & Fax No)		
3.0	Readiness / availability of rig for inspection.		
4.0	Details of rig / equipment	Details of rig / equipment offered	Whether meets the tender specification
4.1	(a) Mast: Make: Model: Capacity in MT: Height from ground level (in Ft): (b) Sub structure: Capacity in MT: Height from ground level (in Ft):		
4.2	Rig engine: Nos. of engine: Make : Model: H.P.:		
4.3	Draw works: Make: Model: H.P.:		
4.4	Rotary systems: Make: Model: Static and rotating capacity (in MT): Rotary Table opening in inch:		
4.5	Tackle system: Make : Model: Capacity in MT:		
4.6	Swivel: Make: Model: Capacity in MT: Pressure rating (kg/sq.cm)		

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**EQUIPMENT AND SERVICES TO BE FURNISHED
BY CONTRACTOR OR COMPANY (OIL) FOR ONE/TWO WORK OVER RIGS**

The equipment machinery, tools, materials supplies, instruments, services and labour, including but not limited to those listed at the following terms shall be provided at the location by OIL or Contractor and the expenses of OIL or Contractor as designated hereunder by 'X' mark in the appropriate column:

Sl. No.	ITEM	At Expense of		Supplied by	
		Contract or	OIL	Contractor	OIL
I. EQUIPMENT :					
1.	Work over Unit complete with safety, hoisting, rotating & maintenance equipment according to international practice	X		X	
2.	BOP, its attachments & spares	X		X	
3.	Choke & kill unit & connections	X		X	
4.	All Substitute	X		X	
5.	All Fishing tools as listed & their spares	X		X	
6.	a) Handling Tools for Drill pipe, tubing Drill collar, and other tubular (Elevators, Slips etc.)	X		X	
7.	Welding machine for normal operation with requisite electrodes	X		X	
8.	Base/ Well site camp complete in all respect i.e. furniture / fixture etc.	X		X	
9.	Sand line	X		X	
10.	Well Logging Unit & Tools & Services for Logging Operations		X		X
11.	Safety equipment including fire fighting equipment	X		X	
12.	Shut in valves	X		X	
13.	a) Crane for all work over & other operations. b) Sufficient number of vehicles for inter-location movement c) Trailer with articulated tractor d) 20 Ton crane e) Truck to lift chemicals f) Vehicles to lift bits g) Vehicle to lift casing, tubing, well head etc h) Bowser for handling / transportation of w/o fluid	X X X X X X	 X	X X X X X	 X
14.	Equipment required for supplying water as per contract specification at work over site and camp	X		X	
15.	Equipment required for generating electricity at the site, camp	X		X	
16.	Rig lighting	X		X	
17.	Lines / Chicksan / Fittings	X		X	
18.	Mud making/loading facilities at well site complete with reciprocating /centrifugal pumps, prime movers, hoppers tankages etc.	X		X	
19.	Tankages inclusive of acid and water storage tanks	X		X	
20.	Potable/drinking water, permanent provision at well site & camp	X		X	
21.	BOP control unit	X		X	

Sl. No.	ITEM	At Expense of		Supplied by	
		Contract or	OIL	Contractor	OIL
22.	Well control accessories	X		X	
23.	Drill pipe, drill collar	X		X	
24.	Crossover substitutes of all sizes	X		X	
25.	Kelly	X		X	
26.	All sizes & capacity of elevators, slips, tongs, clamps, (manual & hydraulic)	X		X	
27.	Elevator links	X		X	
28.	Air winch (s)	X		X	
29.	Junk subs, impression blocks etc	X		X	
30.	All sizes of casing scrapper	X		X	
31.	Tubing Circulating heads	X		X	
32.	Rig warehouse	X		X	
33.	Complete sets of tools and wrenches	X		X	
34.	Flow nipple and flow branch	X		X	
35.	Hydraulic power tubing tong	X		X	
36.	Tubing spinner	X		X	
37.	Store house	X		X	
38.	All rig instruments as per OMR 1984 & Recorder	X		X	
39.	Mud motors and spares	X		X	
40.	Fishing equipment & spares other than those mentioned in section –II (TOR)		X		
41.	Air, water electricity, fuel (HSD) and all lubricants	X		X	
42.	Accommodation for contractor personnel	X		X	
43.	Communication equipment as mentioned in the contract	X		X	
44.	Equipment and services not heretofore designated but required by contractor for normal operations	X		X	
45.	Equipment not heretofore designated but necessary to fulfil OIL's instruction		X		X
II. CONSUMABLES :					
1.	Fuel for Work over Rig, all vehicles & entire Contractor's equipment including camp(including OIL's designated material	X		X	
2.	Grease, Lube oil, Cleaning solvent & for all Contractor's equipment including accumulator charging gases (also for OIL's designated equipment on reimbursement basis)	X		X	
3.	Tubing thread lubricant & locking compound	X		X	
4.	Mud chemicals and mud additives		X		X
5.	Salt & Chemicals for preparation of brine water during production testing		X		X
6.	Welding consumables	X		X	
7.	All BOP consumables including ring joint gaskets	X		X	
8.	Spares for work over rig and accessories	X		X	
9.	Regular replacement of consumables of Contractor's equipment.	X		X	
10.	Maintaining adequate stock of consumables	X		X	
11.	Mud motor spares	X		X	
12.	Fishing equipment, spares as per contract	X		X	
13.	Replacement of Contractor's transport fleet as and when necessary	X		X	
14.	Fuel Lub oil and spares for transport fleet as and	X		X	

Sl. No.	ITEM	At Expense of		Supplied by	
		Contract or	OIL	Contractor	OIL
	when required				
15.	First Aid & medicine	X		X	
16.	Food	X		X	
17.	Materials required for up-keepment of health and hygiene	X		X	
18.	i) Materials required for control of pollution ii) Materials required for control of sound / noise pollution	X	X	X	X
19.	Civil Engineering materials for a) Camp maintenance b) b) Well site plinth maintenance	X	X	X	X
20.	Replacement of electrical fittings as & when necessary	X		X	
21.	Spares & consumables for communication equipment	X		X	
22.	Replacement, spares & consumables for fire-fighting equipments	X		X	
23.	Painting of mast & substructure as and when necessary as per colour coding to be informed by OIL	X		X	
24.	All sizes of bits as and when necessary		X		X
25.	All sizes of mill	X		X	
26.	All kinds of chemical as and when necessary		X		X
27.	Consumables not heretofore designated but required by Contractor in normal operation or needed for the maintenance of Contractor's equipment	X		X	
28.	Consumables not heretofore spelt out but necessary to fulfill OIL's instructions		X		X
29	Water for operation at well site	X		X	
III. SERVICE AND PERSONNEL					
1.	Transportation of OIL's equipment & consumables attached to the rig	X		X	
2.	Handling (loading & unloading) and storage of OIL's, Contractor's & subcontractor's materials at work over well site	X		X	
3.	Transportation of entire Work over with accessories between locations (inter-location move)	X		X	
4.	Inter-location movement of Company's equipment attached with the rig	X		X	
5.	Transportation of personnel				
	a) Of OIL (Based at camp)		X		X
	b) Of Contractor	X		X	
6.	Collection of bits, light consumables and transportation of same including handling to well site.	X		X	
7.	a) Site preparation (levelling, base, waster pits, cellar pit, access roads according to the general lay out requirements of Contractor ingress and egress)		X		X

Sl. No.	ITEM	At Expense of		Supplied by	
		Contract or	OIL	Contractor	OIL
	b. Maintenance of well site plinth & well site approach road		X		X
	c) Store facility for bit and chemicals and other consumable at				
	i) Well site	X		X	
	ii) At Intermediate site	X		X	
	d) Erection and dismantling of Panel fencing at well site		X	X	
8.	Communication system (as specified in the IFB)	X		X	
9.	Cementing & cementing Services		X		X
10.	Water for drilling cementing and production testing	X		X	
11.	Mud services facilities	X		X	
12.	Well head, control systems and their installation	X		X	
13.	Tripping of tubular	X		X	
14.	Medical facilities at well site	X		X	
15.	Other inspection required by company in excess of contractual inspection	X		X	
16.	Furnish adequate roadway to location and the right of way		X		X
17.	Well head installation (BOP, Production and other equipments)	X		X	
18.	Welding materials & welding operations	X		X	
19.	All personnel & supervision necessary to operate the Work over unit, including personnel necessary to handle all normal operations on work over wells	X		X	
20.	Food and lodging of Contractor's personnel (including 3 rd party)	X		X	
20.	Work Over operation as per OISD - 182	X		X	
21.	BOP testing services	X		X	
22.	Maintenance of Contractor's equipment.	X		X	
23.	Well killing services	X		X	
24.	Fishing services	X		X	
25.	Production testing services (wellhead fitting/equipment shall be provided by OIL & well site services shall be provided by Contractor).	X	X		X
26.	Effluent water disposal services		X		X
27.	All Drilling services in line with good oil field practice	X		X	
28.	a. Pollution control services b. Sound pollution	X	X	X	X
29.	Computation and record keeping services	X		X	
30.	Mud motor services	X		X	
31.	Catering services	X		X	
32.	Medical Services	X		X	
33.	Ambulance services	X		X	
34.	Fire fighting services	X		X	
35.	Services of Personnel	X		X	
36.	Various work sheet drawing, calculation dimensions as mentioned	X		X	
37.	Services not heretofore designated but required by Contractor in normal operations or needed to maintain & operate Contractor's equipment	X		X	

Sl. No.	ITEM	At Expense of		Supplied by	
		Contract or	OIL	Contractor	OIL
38	Services not heretofore designated but required due to directions of the Company (OIL).		X	X(dependin g upon the type of job)	X
39	All expenditure for Contractor's persons including inward and outward journey from well site	X		X	

&&&&

PROFORMA FOR BIO DATA OF KEY PERSONNEL

1. NAME
2. PRESENT ADDRESS
3. PERMANENT ADDRESS
4. FATHER'S NAME
5. NATIONALITY
6. PASSPORT NO. AND VALIDITY
(IN CASE OF EXPATRIATE)
7. DESIGNATED POST
8. EDUCATIONAL QUALIFICATION
9. DATE OF BIRTH
10. EXPERIENCE IN REVERSE ORDER

AFFIX
PASSPORT
SIZE
PHOTOGRAPH

NOTE : In case of replacement of the key personnel, the replacement personnel must have the requisite qualification and experience as per Terms of Reference(Section-II) and shall submit their credentials along with their recent photographs to Company for approval of Company.

DETAILS OF ELECTRICAL MACHINE USED IN WORKOVER RIG

Sl. No.	Name of Equipment/ Motor	Make	Maker's Sl. No.	Type	DGMS Approval No.	Distance from Well head	Gas Group
1							

ANNEXURE – IV

Details of all cables, light fittings, push button stations, plug & sockets, junction boxes, Motors, Starters etc. to be used in the offered rig

Sl. No.	Description	Make	Type	DGMS/CMRI Approval	Gas Group

PROFORMA UNDERTAKING FROM CONTRACTORS PERSONNEL

I _____ S/o _____ having permanent residence at _____ Dist. _____ am working with M/s. _____ as their employee. Now, I have been transferred by M/s. _____ for carrying out the contract job under Contract No. _____ which has been awarded in favour of my employer M/s. _____.

I hereby declare that I will not have any claim for employment or any service benefit from OIL by virtue of my deployment for carrying out contract job in OIL by M/s. _____.

I am an employee of _____ for all practical purposes and there is no privity of Contract between OIL and me.

Signature

Place:

Date:

1. NAME:
DESIGNATION:
DATE:

2. NAME:
DESIGNATION
DATE:

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

Sr l#	Item Description	Qty /Unit	Rate	Total	Freight & Insurance	CIF Value	Port & other charge	Landed Cost	Is it re-exportable? YES or NO	Year of Mfg.	HSN Code
A	B	C	D	E = C x D	F	G = F + E	H	I = G+H	J	K	L

- (1) The items which are not of consumable in nature and required to be re-exported outside India after completion of the Contract should be indicated as "YES" in column "J".
- (2) The items, which are of consumable in nature should be indicated as "NO" in column "J".
- (3) For estimation of applicable customs duty, the bidders are required to indicate customs tariff code (i.e. HSN Code) of each item in column "L".

Authorised Person's Signature: _____
Name: _____

Seal of the Bidder:

IFB NO: CDG6002P18

Sub: Charter Hire of 02 Nos. 500 HP (Min)-750 HP (Max) Capacity Workover Rigs

PRICE BID FORMAT

Srl#	Items	Unit	Qty	SAC/HSN Code	Unit Rate		Total Amount	
					Code	Amount	Code	Amount
WORKOVER RIG PACKAGE:						Specify the Currency:		
1	Mobilization Charges of two rigs	Lump sum	2		M		TM=M x 2	
2	De-Mobilization Charge for two rigs	Lump sum	2		D		TD=D x 2	
3	Operating Charge for two rigs	Day	1920		OC		TOC= OC x 1920	
4	Inter-location move (ILM) charge for two rig move upto 50 KM	Lump sum	42		LA		TLA= LA x 42	
5	Kilometerage charge when ILM is in excess of 50 KMs	KM	1200		LB		TLB= LB x 1200	
6	ILM rate per move in case of cluster location (for two rigs)	Lump sum	6		LC		TLC= LC x 6	
TOTAL CHARGES FOR 03 YEARS OF BOTH RIG OPERATION INCLUDING ALL TAXES & DUTIES EXCEPT GST, WHICH IS EXTRA TO OIL:					TCRO = TM + TD + TOC + TLA + TLB +TLC			
Specify GST %Rate:								
TOTAL CHARGES FOR 03 YEARS OF BOTH RIG OPERATION INCLUDING ALL TAXES & DUTIES INCLUDING GST:								
RESTRICTIONS:								
Mobilization Charges of two rigs(TM)					TM should not exceed 7.5% of TCRO			
NOTE: Bidder need not to quote for Standby rate, Repair rate & Force Majeure rate as the same will be payable as fixed % age of operating Day Rate as shown in the Schedule of Rates/Payment: Section –IV								

Signature of Bidder:

BID FORM

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

Sub: IFB No. CDG6002P18

Gentlemen,

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

We undertake, if our Bid is accepted, to commence the work within (_____) days calculated from the date of issue of Letter of Award (LOA).

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

We agree to abide by this Bid for a period of 120 days from the date fixed for Bid closing and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

Dated this _____ day of _____ 2017.

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

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

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

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

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.

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 oilfield services (hereinafter called "the Bid") against OIL INDIA LIMITED, Duliajan, Assam, India (hereinafter called the Company)'s IFB No. _____. KNOW ALL MEN BY these presents that we (Name of Bank) _____ of (Name of Country) _____ having our registered office at _____ (hereinafter called "Bank") are bound unto the Company in the sum of (*) for which payment well and truly to be made to Company, the Bank binds itself, its successors and assignees by these presents.

SEALED with the common seal of the said Bank this ____ day of ____ 2017.

THE CONDITIONS of these obligations are:

1. If the Bidder withdraws their Bid within its original/extended validity; or
2. The Bidder modifies/revises their bid suomoto; or
3. The Bidder does not accept the contract; or
4. The Bidder does not furnish Performance Security Deposit within the stipulated time as per tender/contract; or
5. 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 one or both of the two conditions, specifying the occurred condition or conditions.

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

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 _____

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 as specified in the tender document.

Note:

The Bank Guarantee issuing bank branch must ensure the following:

The Bank Guarantee issued by the bank must be routed through SFMS platform as per the following details:

- i) “MT 760 / MT 760 COV for issuance of bank guarantee.
- ii) “MT 760 / MT 767 COV for amendment of bank guarantee.

The above message/intimation shall be sent through SFMS by the BG issuing bank branch to Axis Bank, Duliajan Branch, IFS Code – UTIB0001129, Branch address – AXIS Bank Ltd., Duliajan Branch, Daily Bazar, Jyotinagar, Duliajan, District Dibrugarh, PIN – 786602.

FORM OF PERFORMANCE BANK GUARANTEE

To:
M/s. OIL INDIA LIMITED,
CONTRACTS DEPARTMENT,
Duliajan, Assam, India, Pin - 786 602.

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

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee as security for compliance with Contractor's obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee; NOW THEREFORE we hereby affirm that we are Guarantors on behalf of the Contractor, up to a total of (Amount of Guarantee in figures) _____ (in words _____), such amount being payable in the types and proportions of currencies in which the Contract price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of guarantee sum as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein. We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

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

This guarantee is valid until the _____ day of _____

The details of the Issuing Bank and Controlling Bank are as under:

- A. Issuing Bank:
BANK FAX NO:
BANK EMAIL ID:
BANK TELEPHONE NO.:
IFSC CODE OF THE BANK:
- B. Controlling Office:
Address of the Controlling Office of the BG issuing Bank:
Name of the Contact Person at the Controlling Office with Mobile No. and e-mail address:

SIGNATURE AND SEAL OF THE GUARANTORS _____
Designation _____

Name of Bank _____

Address _____

Witness _____

Address _____

Date.....

Place _____

Note:

The Bank Guarantee issuing bank branch must ensure the following:

The Bank Guarantee issued by the bank must be routed through SFMS platform as per the following details:

- i) “MT 760 / MT 760 COV for issuance of bank guarantee.
- ii) “MT 760 / MT 767 COV for amendment of bank guarantee.

The above message/intimation shall be sent through SFMS by the BG issuing bank branch to Axis Bank, Duliajan Branch, IFS Code – UTIB0001129, Branch address – AXIS Bank Ltd., Duliajan Branch, Daily Bazar, Jyotinagar, Duliajan, District Dibrugarh, PIN – 786602.

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. **CDG6002P18**. 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 party has executed this contract at Duliajan, Assam as of the date shown above.

Signed, Sealed and Delivered,

For and on behalf of
Company (Oil India Limited)

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

Name:

Name:

Status:

Status:

In presence of

In presence of

1.

1.

2.

2.

PROFORMA LETTER OF AUTHORITY

TO
HEAD (CONTRACTS)
Oil India Ltd.,
P.O. Duliajan - 786 602
Assam, India

Sir,

Sub: OIL's IFB No. CDG6002P18

We _____ confirm that Mr. _____ (Name and address) as authorised to represent us to Bid, negotiate and conclude the agreement on our behalf with you against Tender Invitation No. _____ for hiring of services for _____.

We confirm that we shall be bound by all and whatsoever our said representative shall commit.

Yours Faithfully,

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

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

AUTHORISATION FOR ATTENDING BID OPENING

TO
GM (CONTRACTS)
Oil India Ltd.,
P.O. Duliajan - 786 602
Assam, India

Date: _____

Sir,

Sub: OIL's IFB No. CDG6002P18

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

Yours Faithfully,

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

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

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

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

This agreement made this ____ day of ____ month ____ year by and between M/s. _____ (Fill in the Bidder's full name, constitution and registered office address) hereinafter referred to as bidder on the first part and M/s. _____ (Fill in full name, constitution and registered office address of Parent Company/Subsidiary Company, as the case may be) hereinafter referred to as "Parent Company/Subsidiary Company (Delete whichever not applicable)" of the other part:

WHEREAS

M/s. Oil India Limited (hereinafter referred to as OIL) has invited offers vide their tender No. _____ for _____ and M/s _____ (Bidder) intends to bid against the said tender and desires to have technical support of M/s. _____ [Parent Company/Subsidiary Company (Delete whichever not applicable)] and whereas Parent Company/Subsidiary Company (Delete whichever not applicable) represents that they have gone through and understood the requirements of subject tender and are capable and committed to provide the services as required by the bidder for successful execution of the contract, if awarded to the bidder.

Now, it is hereby agreed to by and between the parties as follows:

1. M/s. _____ (Bidder) will submit an offer to OIL for the full scope of work as envisaged in the tender document as a main bidder and liaise with OIL directly for any clarifications etc. in this context.
2. M/s. _____ (Parent Company/Subsidiary Company (Delete whichever not applicable)) undertakes to provide technical support and expertise, expert manpower and procurement assistance and project management to support the bidder to discharge its obligations as per the Scope of work of the tender / Contract for which offer has been made by the Parent Company/Subsidiary Company (Delete whichever not applicable) and accepted by the bidder.
3. This agreement will remain valid till validity of bidder's offer to OIL including extension if any and till satisfactory performance of the contract in the event the contract is awarded by OIL to the bidder.
4. It is further agreed that for the performance of work during contract period bidder and Parent Company/Subsidiary Company (Delete whichever not applicable) shall be jointly and severally responsible to OIL for satisfactory execution of the contract.
5. However, the bidder shall have the overall responsibility of satisfactory execution of the contract awarded by OIL.

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

For and on behalf of

(Bidder)

For and on behalf of

(Parent Company/Subsidiary Company
(Delete whichever not applicable))

M/s.

Witness:

1)

2)

M/s.

Witness:

1)

2)

PARENT COMPANY/ SUBSIDIARY COMPANY GUARANTEE

(Delete whichever not applicable)
(TO BE EXECUTED ON STAMP PAPER OF REQUISITE VALUE
AND NOTORISED)
DEED OF GUARANTEE

THIS DEED OF GUARANTEE executed at this day of by M/s (mention complete name) a company duly organized and existing under the laws of (insert jurisdiction/country), having its Registered Office at hereinafter called “the Guarantor” which expression shall, unless excluded by or repugnant to the subject or context thereof, be deemed to include its successors and permitted assigns.

WHEREAS

M/s Oil India Limited, a company duly registered under the Companies Act 1956, having its Registered Office at 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 on

M/s (mention complete name), a company duly organized and existing under the laws of (insert jurisdiction/country), having its Registered Office at (give complete address) hereinafter called “the Company” which expression shall, unless excluded by or repugnant to the subject or context thereof, be deemed to include its successor and permitted assigns, have, in response to the above mentioned tender invited by OIL, submitted their bid number to OIL with one of the condition that the Company shall arrange a guarantee from its parent company guaranteeing due and satisfactory performance of the work covered under the said tender including any change therein as may be deemed appropriate by OIL at any stage.

The Guarantor represents that they have gone through and understood the requirement of the above said tender and are capable of and committed to provide technical and such other supports as may be required by the Company for successful execution of the same.

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

Accordingly, at the request of the Company and in consideration of and as a requirement for 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 / **100% Subsidiary Company (Delete whichever not applicable)**) unconditionally agrees that in case of non-performance by the Company of any of its obligations in any respect, the Guarantor shall, immediately on receipt of notice of demand by OIL, take up the job without any demur or objection, in 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 _____

**PARENT/ULTIMATE PARENT/HOLDING COMPANY'S CORPORATE GUARANTEE
TOWARDS FINANCIAL STANDING**

(Delete whichever not applicable)

(TO BE EXECUTED ON COMPANY'S LETTER HEAD)

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 (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 Financial support of M/s _____ [Parent/Ultimate Parent/Holding Company(~~Delete whichever not applicable~~)] and whereas Parent/Ultimate Parent/Holding Company(~~Delete whichever not applicable~~) represents that they have gone through and understood the requirements of subject tender and are capable and committed to provide the Financial support as required by the bidder for qualifying and successful execution of the contract, if awarded to the bidder.

Now, it is hereby agreed by the Guarantor to give this Guarantee and undertakes as follows:

1. The Guarantor confirms that the Bidder is a 100% subsidiary of the Guarantor.
2. The Guarantor agrees and confirms to provide the Audited Annual Reports of any of the preceding 03(three) financial/accounting years reckoned from the original bid closing date.
3. The Guarantor have an annual financial turnover of minimum **INR 5.50 Crore (or equivalent USD 8,33,586.00)** during any of the preceding 03(three) financial/accounting years reckoned from the original bid closing date.
4. **Net worth** of the Guarantor is positive for preceding financial/ accounting year.
5. The Guarantor undertakes to provide financial support to the Bidder for executing the project/job, in case the same is awarded to the Bidder.
6. The Guarantor represents that:
 - (a) this 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 Bidder.

(b) the liability of the Guarantor, under the Guarantee, is limited to the 50% of the annualized contract price entered between the Bidder and OIL. This will, however, be in addition to the forfeiture of the Performance Guarantee furnished by the Bidder.

(c) this Guarantee has been issued after due observance of the appropriate laws in force in India.

(d) 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 New Delhi, India.

(e) this Guarantee has been given without any undue influence or coercion, and that the Guarantor has fully understood the implications of the same.

(f) 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 and on behalf of

(Bidder)

For and on behalf of

(Parent/Ultimate Parent/Holding Company~~(Delete whichever not applicable)~~)

Witness:

1.

2.

Witness:

1.

2.

FORMAT OF AGREEMENT BETWEEN BIDDER, THEIR SISTER SUBSIDIARY/CO-SUBSIDIARY COMPANY AND THE ULTIMATE PARENT/HOLDING COMPANY OF BOTH THE BIDDER AND THE SISTER SUBSIDIARY/CO-SUBSIDIARY (Strike out whichever is not applicable between Ultimate Parent and Holding Company. Similarly strike out whichever is not applicable between Sister Subsidiary and Co-subsidiary Company)

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

This agreement made this ____ day of ____ month ____ year by and between M/s. _____ (Fill in Bidder's full name, constitution and registered office address) _____ hereinafter referred to as "Bidder" of the first part and

M/s. _____ (Fill in full name, constitution and registered office address of Sister Subsidiary/Co-subsidiary Company of the Bidder) herein after referred to as "Sister Subsidiary/ Co-subsidiary" of the second part and

M/s. _____ (Fill in the full name, constitution and registered office address of the Ultimate Parent/Holding Company's of both the subsidiaries) hereinafter referred to as "Ultimate Parent/ Holding Company" of the third part.

WHEREAS

M/s. Oil India Limited (hereinafter referred to as OIL) has invited offers vide their tender No. _____ for _____ and

M/s. _____ (Bidder) intends to bid against the said tender and desires to have a technical support of M/s. _____ (Sister Subsidiary/Co-subsidiary Company) and

Sister Subsidiary/Co-subsidiary Company represents that they have gone through and understood the requirements of subject tender and are capable and committed to provide the services as required by the bidder for successful execution of the contract, if awarded to the bidder.

Now, it is hereby agreed to by and between all the three parties as follows:

1. M/s. _____ (Bidder) will submit an offer to OIL for the full scope of work as envisaged in the tender document.
2. M/s. _____ (Sister Subsidiary/Co-subsidiary Company) undertakes to provide technical support and expertise and expert manpower, material, if any, to support the bidder to discharge its obligations as per the Scope of work of the tender / Contract for which offer has been made by the bidder.
3. This agreement will remain valid till validity of bidder's offer to OIL including extension if any and also till satisfactory performance of the contract in the event the bid is accepted and contract is awarded by OIL to the bidder.
4. Sister Subsidiary/ Co-subsidiary Company unconditionally agrees that in case of award of contract to the Bidder, if the Bidder is unable to execute the contract, they shall, immediately on receipt of notice by OIL, take up the job without any demur or objection, in continuation without loss of time and without any extra cost to OIL and duly perform the obligations of the Bidder/Contractor to the satisfaction of OIL.

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

For and on behalf of (Bidder)	For and on behalf of (Sister Subsidiary/ Co- subsidiary)	For and on behalf of (Ultimate Parent / 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.

To,

**GM-CONTRACTS
OIL INDIA LIMITED
DULIAJAN-786602**

SUB: SAFETY MEASURES FOR TENDER NO. CDG6002P18

DESCRIPTION OF WORK/ SERVICE:

Sir,

We hereby confirm that we have fully understood the safety measures to be adopted during execution of the above contract and that the same have been explained to us by the concerned authorities. We also give the following assurances.

a) Only experienced and competent persons shall be engaged by us for carrying out work under the said contract.

b) The names of the authorised persons who would be supervising the jobs on day to day basis from our end are the following:

i) _____

ii) _____

iii) _____

The above personnel are fully familiar with the nature of jobs assigned and safety precautions required.

c) Due notice would be given for any change of personnel under item(b) above.

d) We hereby accept the responsibility for the safety of all the personnel engaged by us and for the safety of the Company's personnel and property involved during the course of our working under this contract. We would ensure that all the provisions under the Oil Mines Regulations, 1984 and other safety rules related to execution of our work would be strictly followed by our personnel. Any violation pointed out by the Company's Engineers would be **rectified forthwith** or the work suspended till such time the rectification is completed by us and all expenditure towards this would be on our account.

e) We confirm that all persons engaged by us would be provided with the necessary Safety Gears at our cost.

f) All losses caused due to inadequate safety measures or lack of supervision on our part would be fully compensated by us and the Company will not be responsible for any lapses on our part in this regard.

(Seal)

Date_____

Yours Faithfully

M/s_____

FOR & ON BEHALF OF CONTRACTOR

CERTIFICATE OF ANNUAL TURNOVER & NET WORTH

TO BE ISSUED BY PRACTISING **CHARTERED ACCOUNTANTS' FIRM** ON THEIR LETTER HEAD

TO WHOM IT MAY CONCERN

This is to certify that the following financial positions extracted from the audited financial statements of M/s..... (Name of the Bidder) for the last three (3) completed accounting years upto**(as the case may be)** are correct.

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

*Rate of Conversion (if used any): USD 1.00 = INR.....

Place:

Date:

Seal:

Membership No. :

Registration Code:

Signature

Proforma of Bank Guarantee towards Purchase Preference – Local Content

Ref. No. _____

Bank Guarantee No. _____

Dated _____

To
Oil India Limited

India

Dear Sirs,

1. In consideration of _____ (hereinafter referred to as OIL, which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and assignees) having entered into a CONTRACT No. _____ dated _____ (hereinafter called 'the CONTRACT' which expression shall include all the amendments thereto) with M/s _____ having its registered/head office at _____ (hereinafter referred to as the 'CONTRACTOR') which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) and OIL having agreed that the CONTRACTOR shall furnish to OIL a Bank guarantee for India Rupees/US\$ _____ for the faithful fulfillment of conditions pertaining to Local Content in accordance with the value mentioned in the certificate of Local Content submitted by the contractor for claiming purchase preference under the Purchase Preference Policy (linked with Local Content).

2. We (name of the bank) _____ registered under the laws of _____ having head/registered office at _____ (hereinafter referred to as "the Bank", which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) do hereby guarantee and undertake to pay to OIL immediately on first demand in writing any / all money to the extent of Indian Rs./US\$ (in figures) _____ (Indian Rupees/US Dollars (in _____ words) _____) without any demur, reservation, contest or protest and/or without any reference to the CONTRACTOR. Any such demand made by OIL on the Bank by serving a written notice shall be conclusive and binding, without any proof, on the bank as regards the amount due and payable, notwithstanding any dispute(s) pending before any Court, Tribunal, Arbitrator or any other authority and/or any other matter or thin whatsoever, as liability under these presents being absolute and unequivocal. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is discharged by OIL in writing. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the CONTRACTOR and shall remain valid, binding and operating against the bank.

3. The Bank also agrees that OIL at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the CONTRACTOR and notwithstanding any security or other guarantee that OIL may have in relation to the CONTRACTOR's liabilities.

4. The Bank further agrees the OIL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said CONTRACT or to extend time of performance by the said CONTRACTOR(s) from time to time or to postpone for any time or from time to time exercise of any of the powers vested in OIL against the said CONTRACTOR(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relived from our liability by reason of any such variation, or extension

being granted to the said CONTRACTOR(s) or for any forbearance, act or omission on the part of OIL or any indulgence by OIL to the said CONTRACTOR(s) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

5. The Bank further agrees that the Guarantee herein contained shall remain in full force during the period that is taken for the performance of the CONTRACT and all dues of OIL under or by virtue of this CONTRACT have been fully paid and its claim satisfied or discharged or till OIL discharges this guarantee in writing, whichever is earlier.

6. This Guarantee shall not be discharged by any change in our constitution, in the constitution of OIL or that of the CONTRACTOR.

7. The Bank confirms that this guarantee has been issued with observance of appropriate laws of the country of issue.

8. The Bank also agrees that this guarantee shall be governed and construed in accordance with Indian Laws and subject to the exclusive jurisdiction of Indian Courts of the place from where the purchase CONTRACT has been placed.

9. Notwithstanding anything contained herein above, out liability under this Guarantee is limited to Indian Rs./US\$(in figures) _____ (Indian Rupees/US Dollars (in words) _____) and our guarantee shall remain in force until _____(indicate the date of expiry of bank guarantee).

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

In witness whereof, the Bank through its authorized officer has set its hand and stamp on this _____ date of _____ 20__ at _____

WITNESS NO.1

(Signature)
Full name and official address
(In legible letters)
Stamp

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

WITNESS NO.2

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

Attorney as power of
Attorney no._____
Dated_____

Purchase preference policy-linked with Local Content (PP - LC) notified vide Letter No. O-27011/44/2015-ONG-II/FP dated 25.04.2017 of MoP&NG is separately attached as Annexure-XII.