



FORWARDING LETTER

M/s _____

Sub: Tender No. CDG9193P19 for Charter Hire of 04(Four) No. of 2000HP Drilling Rig Packages for a Period of 3(Three) years in the States of Assam & Arunachal Pradesh with an option for hiring an additional 01(One) No. Drilling Rig.

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 04(Four) No. of 2000HP Drilling Rig Packages for a Period of 3(Three) years in the States of Assam & Arunachal Pradesh with an option for hiring an additional 01(One) No. Drilling Rig** with a provision of extension by 1(One) year more at the same rates, terms & conditions at OIL’s option. One complete set of this Tender Document 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 Tender (covered in detail in the Bid Document) are highlighted below:-

(i)	E-Tender No.	:	CDG9193P19
(ii)	Type of Bidding	:	Online-Single Stage-Two Bid System
(iii)	Tender Fee	:	INR 63,000.00 or US \$ 1050.00 (inclusive of GST).
(iv)	Period of Sale	:	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	:	For 03 Rigs : Rs.3,23,00,000.00/- or US\$ 4,52,800.00 For 02 Rigs : Rs.2,23,00,000.00/- or US\$ 3,12,600.00 For 01 Rig : Rs. 1,23,00,000.00 or US\$ 1,72,500.00
(xiii)	Bid Security Validity	:	31.03.2019
(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 the sole option of the Company (OIL) for a further period of 1 (One) year at the same terms and conditions and mutually agreed rates but not higher than the original rate(s) of the contract.
(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)	Pre Bid Conference		27.09.2018 and 28.09.2018
(xxii)	Last date of receipt of Queries	:	24.09.2018 (Queries received after 24.09.2018 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 BIDDER AFTER ISSUE OF LOA:** In case LOA issued is not accepted by the 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	Ch
The table does not contain any data						

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

Go to this Tab **"Technical 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

(N. Sarmah)
**SR. MANAGER CONTRACTS
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 Tender 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) Safety Measures (Annexure-X)
- (w) Proforma of Bank Guarantee towards PP-LC (Annexure-XI)
- (x) 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 11.9 hereunder.

11.2 All the bids must be accompanied by Bid Security in Original for the amount as mentioned in the "Forwarding Letter" or an equivalent amount in other freely convertible currency and shall be in the OIL's prescribed format as Bank Guarantee (BG) enclosed with the NIT/Tender vide **Proforma-E** or online payment through OIL's e portal in or an irrevocable Letter of Credit (L/C) from any of the following Banks –

a) Any schedule Indian Bank or Any Branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in case of domestic bidder, or

b) In case of foreign bidder, the bank guarantee can be accepted from any scheduled bank in India or from International bank who has its branch in India registered with Reserve Bank of India, or

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

d) Bank Guarantee issued by a Scheduled Bank in India at the request of some other Non Scheduled Bank of India shall not be acceptable.
The Bank Guarantee / LC shall be valid for the time as asked for in the Bid Document. Bank Guarantees issued by Banks in India should be on non-judicial stamp paper of requisite value, as per Indian Stamp Act, purchased in the name of the Banker.

11.3 Bidders can submit Bid Security on-line through OIL's electronic Payment Gateway.

11.4 Any bid not secured in accordance with **sub-clause 11.2** above shall be rejected by the Company as non-responsive.

11.5 The bidders shall extend the validity of the Bid Security suitably, if and when specifically advised by OIL, at the bidder's cost.

11.6 Unsuccessful Bidder's Bid Security will be discharged and/or returned within 30 days after finalization of IFB.

11.7 Successful Bidder's Bid Security will be discharged and/or returned upon Bidder's furnishing the Performance Security and signing of the contract. Successful bidder will however ensure validity of the Bid Security till such time the Performance Security in conformity with **Clause 29.0** below is furnished.

11.8 Bid Security shall not accrue any interest during its period of validity or extended validity.

11.9 The Bid Security may be forfeited:

- i) The bidder withdraws the bid within its original/extended validity.
- ii) The bidder modifies/revise their bid suo-moto.
- iii) Bidder does not accept the order/contract.
- iv) Bidder does not furnish Performance Security Deposit within the stipulated time as per tender/order/contract.
- v) If it is established that the bidder has submitted fraudulent documents or has indulged into corrupt and fraudulent practice, the bid security shall be forfeited after due process in addition to other action against the bidder

11.10 In case any bidder withdraws their bid during the period of bid validity, Bid Security will be forfeited and the party shall be debarred for a period of 2(two) years.

11.11 The scanned copy of the original Bid Security in the form of either Bank Guarantee or LC must be uploaded by bidder along with the Technical bid in the "Technical Attachment" tab 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 **60%**

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 splittable / 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

&&&&

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 criteria failing which offer shall be rejected:

- 1.0 EXPERIENCE:** The bidder should be a drilling contractor having following drilling experience:

- i) Bidders quoting for one (01) no. or two (02) nos. of Rigs must have experience of providing drilling services with one (01) no. of Rig of minimum 1400 HP rig capacity on charter hire basis for a period of minimum 01 year against a single Contract during the last 07 years as on the original bid closing date.

Or

Bidders quoting for Three (03) Nos. of Rigs must have experience of providing drilling services with two (02) nos. of Rigs of minimum 1400 HP rig capacity on charter hire basis for a period of minimum 01 year against a single Contract during the last 07 years as on the original bid closing date

- ii) Bidders must have experience of drilling of at least 5 (five) nos. oil/gas wells for bidders quoting for 01/02 Rigs with drilling rig of minimum 1400 HP capacity out of which one well should be of depth range of 3500 Mtrs. minimum.

Or

Bidders must have experience of drilling of at least 8 (Eight) Nos. oil/gas wells for bidders quoting for 03 Rigs with drilling rig of minimum 1400 HP capacity out of which one well should be of depth range of 3500 Mtrs. minimum.

- iii) Bidder must have experience for operation and maintenance of Top Drive of the Rig. If the bidder does not have experience then the bidder shall have to confirm that in the event of award of contract, maintenance support of the 'Top Drive' will be provided from the manufacturer of the 'Top Drive' throughout the contract period. An 'Memorandum of understanding (MOU)' between the manufacturer and the bidder shall have to be submitted along with the technical bid in support of the maintenance of the 'Top Drive' system.

- 2.0** The bidder must have the following annual financial turnover in any of preceding three (3) financial years as per the Audited Annual Reports:

- i) Minimum Rs 33.39 Crores or US\$ 4.68 Million for bidders quoting for one Rig.
- ii) Minimum Rs 66.78 Crores or US\$ 9.36 Million for bidders quoting for 2(two) Rigs.

- iii) Minimum Rs 100.17 Crores or US\$ 14.04 Million for bidders quoting for 3(three) Rigs.

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

- 2.1 Net worth of bidder must be positive for preceding financial/accounting year.
- 2.2 In case of Consortium of companies, at least one of the member of the Consortium shall have an annual financial turnover as stated above under clause 2.0 (as per the quoted no. of Rigs) in any of the preceding 03(three) financial/accounting years reckoned from the original bid closing date. The other member(s) of the Consortium shall have an annual financial turnover of minimum 50% of the annual financial turnover as stated above under clause 2.0 (as per the quoted no. of Rigs) in any of the preceding 03(three) financial/accounting years reckoned from the original bid closing date.
- 2.3 The net worth of all the consortium partners individually should be positive for the accounting year preceding the bid closing date.
- 2.4 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 (as the case may be) has actually not been audited so far.
- 2.5 For proof of Annual Turnover & Net worth, any one of the following document must be submitted along with the bid:-
- i. A certificate issued by a practicing Chartered /Cost Accountant (with Membership Number and Firm Registration Number), certifying the Annual turnover & Net worth as per format prescribed in ANNEXURE.

OR

- ii) Audited Balance Sheet along with Profit & Loss account. In case of foreign bidders, self-attested/digitally signed printed published accounts are also acceptable.

- 2.6 In case the bidder is a Central Govt. Organization/PSU/State Govt. Organization/Semi-State Govt. Organization or any other Central/State Govt. Undertaking, where the auditor is appointed only after the approval of Comptroller and Auditor General of India and the Central Government, their certificates may be accepted even though FRN is not available. However, bidder to provide documentary evidence for the same.
- 3.0 A job executed by a Bidder for its own organization/subsidiary will not be considered as experience for the purpose of meeting BEC.
- 4.0 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.
- 5.0 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.

NOTE: In case the contract is awarded based on the bid submitted as per Clause 4.0 & 5.0, in order to meet the commitment from the Technical collaborator / Joint Venture partner - all key personnel above and including the rank of Driller shall be from the pay roll of the Technical collaborator / Joint Venture partner for the full duration of the project.

6.0 **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.
- (b) Consortium bids shall be submitted with a Memorandum of Understanding between the consortium members duly executed—by the authorized Executives of the consortium members and Notarized must accompany the bid which should clearly defining the role/scope of work of each partner/member and should clearly define the leader of consortium. Memorandum of Understanding (MOU) must also state that all the members of consortium shall be jointly and severally responsible for discharging all obligations under the Contract. However, the Leader of the Consortium must submit an undertaking along with the technical bid towards unconditional acceptance of full responsibility for executing the 'Scope of Work' of this bid document. In case of award, such MOU shall be kept valid through the entire contract period, including extensions, if any. The following provisions should also be incorporated in the MOU executed by the members of the Consortium:
 - i) Only the Leader of the consortium shall buy the bid document and submit bid on behalf of the consortium. The other members of the Consortium shall ratify all the acts and decisions of the Leader of Consortium, which are taken in connection with and/or during the evaluation of the tender and execution of the contract.

- ii) 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.
- iii) The leader of the consortium on behalf of the consortium shall coordinate with OIL during the period the bid is under evaluation as well as during the execution of works in the event contract is awarded and he shall also be responsible for resolving dispute/misunderstanding/undefined activities, if any, amongst all the consortium members.
- iv) Any correspondence exchanged with the leader of consortium shall be binding on all the consortium/joint venture members.
- v) Payment shall be made by OIL only to the leader of the consortium towards fulfilment of contract obligations.
- vi) In case of Consortium bids, the bid shall be digitally signed by the leader of Consortium. The Power of Attorney from each member authorising the leader for signing and submission of Bid on behalf of individual member must accompany the Bid offer.
- vii) Documents/details pertaining to qualification of bidder of document attached with the bidding documents must be furnished by each partner/member of consortium complete in all respects along with the bid clearly bringing up their experience especially in the form of work in their scope.
- viii) Signing of Contract: In the event of award of contract to the consortium, the contract to be signed by the members of the consortium and the liability of each one of them shall be jointly and severally.
- ix) Members of the consortium are not allowed to quote separately/independently against this tender. All the bids received in such case will be summarily rejected. Further, all bids from parties with technical support from the same Principal will be rejected.

6.1 **Bids from 100% subsidiary:**

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

7.0 **DRILLING RIG**

- 7.1 The bidder shall be in possession of the rig(s) offered **(with Top Drive system)** either owned or leased. In case the bidder is not in possession of the rig at the time

of submission of bid, they may offer a rig for which they have an agreement for lease or buy.

7.2 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 rig for this contract.
- ii) In case owner of the rig himself is the bidder, the certificate confirming availability of the rig for this contract, shall be furnished by owner himself.
- iii) In case of leased rig (*Sub Leased Rig will not be accepted*), the bidders who do not own the Rig at the time of submission of bid, are required to submit along with the un-priced bid, i.e. Technical bid, the original Memorandum of Understanding/Agreement of lease concluded with the owner of the rig, specifically for this tender, with documentary proof of ownership of the rig. In case of leased rig, the successful bidder shall be required to keep the MOU/Agreement valid for the entire period of contract and any extension thereof.

In case of purchase of Brand New rig, Memorandum of Understanding/Agreement with Manufacturer is to be submitted. The above MOU/Agreement must be valid through the validity of the bid.

In case of purchase of rig other than brand new, Memorandum of Understanding/Agreement with the seller of the Rig has to be submitted. The above MOU/Agreement must be valid through the validity of the bid. However, in this case, the Rig has to satisfy the vintage clause and the Mobilization schedule as per the tender.

- iv) **Bidders shall quote for minimum of one rig and maximum three rigs. Bidder shall identify a maximum of two rigs options against their quote for each individual rig.** Bidder shall identify the rigs giving complete technical details for evaluation along with copy of MOU/Agreement/Certificate(s) as applicable for this tender. Bidders will have to mobilise the rig out of these identified rigs only, which are found acceptable to OIL. Offer beyond two rigs will not be considered for evaluation. **Rig without top drive will not be considered for evaluation.**
- v) 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 rig, at least three 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 rig will not be considered for price bid opening and would not be considered for award of contract also.
- vi) Subject to Clause No. 7.2(iv) of BRC as mentioned above, bidder would not be allowed to substitute the rig once offered by them in their bid during the period of bid validity. If two rig options are offered by a bidder for their quote for an individual rig as mentioned in para 7.2 (iv) above, all the rigs would be techno-commercially evaluated. The bidder can mobilise any one of the rigs found techno-commercially acceptable by OIL but the name of the rig to be mobilised by the bidder would have to be furnished by them within 15 days [15 Days is inclusive of 180 days mobilization time] of issue of letter of award/ Mobilization Notice.

- 7.2.1 The horsepower rating of the rig(s) offered should be minimum 2000 HP. Further the rig offered should be Diesel Electric/ACVFD, having self elevating mast and sub-structure (as per API standard) and also suitable for cluster location (1 + 3 Wells). The detail of the rig is given in Section-II in Bid Document. Spacing between wells at surface on cluster well plinth is maximum 15m. Bidders must confirm compliance of the same.
- 7.3 The offered Rig should not be more than 15(fifteen) years old as on the original bid closing date of the tender. Bidders must submit the certificate of manufacture from the Rig manufacturer.
- 7.4 Further, the drilling unit offered should have a residual life of 7 years as on the bid closing date of the tender. The bidder's declaration on the present condition of the offered drilling unit and its residual life along with a certificate issued by an international inspection and certification agency listed in Para 7.5 below to this effect should be submitted. The certificate should clearly indicate the residual life broadly of the mast, all engines, draw-works, rotating system, hoisting system, mud pumps, tackle system, BOPs, service engine and pump, motors etc. The last date of inspection by TPI Agency indicated in the TPI Certificate should not be older than 6 months as on date of bid opening. In case offer is made for a brand new rig, the certificate for residual life is not necessary.
- 7.5 The inspection and certification should be done by any of the following inspection agency for inspection of the rig and the cost of the third party inspection will be borne by the bidder :
- (a) DNV
 - (b) ABS
 - (c) BV
 - (d) LLOYDS REGISTER
 - (e) Oilfield Audit Services
- 7.6 The rig should be capable of drilling wells, fulfilling "Scope of Work" and conforming to the technical specification as laid down in the bid document.
- 8.0 The bidder shall submit the lay-out drawing of the offered rigs in the Technical bid along with the confirmation that foundation design and detailed working drawing and Load Bearing Diagram would be submitted within 15 days from the date of issue of Letter of Award.
- 9.0 Bidder has to confirm mobilization of the Drilling Rig within 180 days from the date of issuance of Letter of Award (LOA)/ Mobilization notice. Offers indicating mobilization time more than 180 days from the date of issuance of mobilization notice/ LOA will be rejected.
- 9.1 Mobilization Period of Offered Rigs which are already operating with OIL: -
- In case offered Rigs are in operation with OIL and the bidder is successful, then successful bidder shall deploy their Rigs within 60 (Sixty) days from date of de-hiring from the on-going Contract OR 180 days from the date of issue of Letter of Award (L.O.A), whichever is later.
- Repair of Rig, if any, is to be completed and Rig to be deployed within 60 (Sixty) days from date of de-hiring from the on-going Contract OR 180 days from the date of issue of Letter of Award (L.O.A), whichever is later.

- 10.0 The bidder must confirm to provide the key personnel with requisite experience and qualification as specified in Clause 7.6(I) under Scope of Work- Section- II .
- 11.0 The Bidder must confirm to provide complete rig package as specified under Section-II of the Bid Document failing which, the bid will be rejected.
- 12.0 **DOCUMENTS**
- 12.1 Bidders must furnish documentary evidences in support of fulfilling all the above requirement as under:
- (a) Rig offered– documents relating to rig 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 7.3 & 7.4 above.
 - (c) Bidder must submit necessary documentary evidences as noted below in support of the technical experience under the clauses A.1.0 above:
 - (i) Drilling experience of bidder– Statement to be furnished by bidder in a tabular form along with copies of contracts/work orders [with detailed scope of work & contract duration and showing detailed address(es) of client(s)] along with completion certificates/payment certificates issued by the clients.
- For certificates against A.1.0.ii, in case the bidder is unable to provide documents for any reasons, a declaration signed by the CEO or CFO or Equivalent Designation to have the experience of drilling 05(Five) or 08 (eight) Oil/ Gas wells with a minimum 1400HP Drilling Rig as asked for will have to be submitted along with the bid.
- (d) Memorandum of Understanding/Agreement in support of tie-up arrangements along with the technical bid.
- 13.0 Bidder while submitting the documents in support of their experience vide Clause 1.0 above shall also submit details of experience and past performance of 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.
- 14.0 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 (both individual bid as well as bid as Technical Collaborator) shall be rejected straightway. Moreover, if a party is Technical Collaborator for another party, then the Technical Collaborator cannot be a member of any other consortium/Joint Venture/ Technical Collaborator for any other party against this Tender. If such case arises, then offers/bids from such Bidders (wherever same party is involved as Consortium Member/Joint Venture Member/ Technical Collaborator for multiple Bidders) will be rejected.

NOTE: All Certificates and documentary evidences required to be submitted in support of Para A.1.0 and 2.0 above should be clearly legible and in the English language. If any certificate is submitted in a language other than

English language, the same should be translated to English, duly authenticated by local chamber of Commerce of bidder's / Technical Collaborator's / Consortium partner's/ Joint Venture partner's country, in which case, for purposes of interpretation of the bid, the translation shall prevail.

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 RFx Response" Tab** and Priced Bid as per Proforma-B uploaded in the **"Notes & Attachments" Tab**. Bids shall be rejected outright if the prices are indicated in the technical bids. Bids not conforming to this two bid system shall be rejected outright.
- 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 should be valid for 120 days. Bids with shorter validity will be rejected as being non-responsive.
- 4.0 Bid Security in Original shall be furnished as a part of the Technical Bid and shall reach OIL's Head-Contract's office at Duliajan on or before 12.45 Hrs(IST) on the bid closing date. A scanned copy of the bid security shall however be uploaded in OIL's E-Procurement portal along with the Technical Bid. The amount of Bid Security shall be as specified in the Forwarding Letter of the Bid Document. Bid without proper & valid Bid Security will be rejected.
- 5.0 The Integrity Pact must be uploaded in OIL's E-Procurement portal along with the Technical Bid digitally signed by the same signatory who digitally signed the Bid i.e. who is duly authorized to sign the Bid.
- 6.0 Bids submitted after the Bid Closing Date and Time will be rejected.
- 7.0 Bids received through the e-procurement portal shall only be accepted. Bids received in any other form shall not be accepted.
- 8.0 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.
- 9.0 Bids shall be typed or written in indelible ink and shall be digitally signed by the bidder or his authorised representative.
- 10.0 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.
- 11.0 Any Bid containing false statement will be rejected.

- 12.0 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.
- 13.0 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.
- 14.0 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.
- 2.0 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 For conversion of foreign currency into Indian currency for evaluation of Bids, B.C. selling (Market) rate declared by State Bank of India, one day prior to the date of priced bid opening shall be considered. However, if the time lag between the opening of the bids and final decision exceeds 3(three) months, then B.C.

Selling(Market) rate of exchange declared by SBI on the date prior to the date of final decision shall be adopted for conversion and evaluation.

- 3.0 Bidder shall quote same rates for all the Rigs quoted by them. Bidders quoting different rates (either total or individual item rate) would be rejected.
- 4.0 Bids will be evaluated considering 01 no. of Rig for 03(Three) years of operation. L-1 bidder will be offered the contract for maximum of 03 nos. (02 nos. at first instance + 01 of Rig as per operational requirement of additional Rig) of Rigs, if L-1 bidder quotes for 03 or more nos. of Rigs, else 01 or 02 nos. of Rigs depending upon the No. of acceptable offered Rigs.
- 5.0 Award of contract will be done under the following scenarios based on the number of Rigs quoted by the bidders. The award of contract to L2,L3.... Bidders will be done subject to matching of their quoted value with L-1 value. If any bidder refuses to match with the L-1 value then next eligible bidder will be asked to match with the L-1 value i.e. if L2 bidder refuses to match their quoted value with the L1 value then L3 bidder will be asked to match their quoted value with L1 value and so on. For matching, if Operating Day Rate (ODR) is higher will be reduced to L1 rate and balance items will be proportionately reduced to match the total L-1 quoted value. However, if ODR of L2, L3,... bidder is lower, reduction in rates will be done for only balance items by proportionately reducing to match the L-1 quoted value. The possible scenarios of distribution of Rigs are as below:

	Offered Scenario	No. of Rigs to be offered to				
		L-1 Bidder	L-2 Bidder	L-3 Bidder	L-4 Bidder	L-5 Bidder
Scenario 1	L1 Bidder Quoted for 01 No. of Technically acceptable Rigs L2 Bidder Quoted for 01 No. of Technically acceptable Rigs L3 Bidder Quoted for 01 No. of Technically acceptable Rigs L4 Bidder Quoted for 01 No. of Technically acceptable Rigs L5 Bidder Quoted for 01 No. of Technically acceptable Rigs	01	01	01	01	01 (Additional Rig as per actual requirement, if comes any)
Scenario 2	L1 Bidder Quoted for 01 No. of Technically acceptable Rigs L2 Bidder Quoted for 01 No. of Technically acceptable Rigs L3 Bidder Quoted for 01 No. of Technically acceptable Rigs L4 Bidder Quoted for 02 No. of Technically acceptable Rigs	01	01	01	01+01 Additional Rig as per actual requirement, if comes any	0

Scenario 3	L1 Bidder Quoted for 01 No. of Technically acceptable Rigs L2 Bidder Quoted for 01 No. of Technically acceptable Rigs L3 Bidder Quoted for 02 No. of Technically acceptable Rigs L4 Bidder Quoted for 01 No. of Technically acceptable Rigs	01	01	02	01 (Additional Rig as per actual requirement, if comes any)	0
Scenario 4	L1 Bidder Quoted for 01 No. of Technically acceptable Rigs L2 Bidder Quoted for 01 No. of Technically acceptable Rigs L3 Bidder Quoted for 03 No. of Technically acceptable Rigs	01	01	02+01 Additional Rig as per actual requirement, if comes any	0	0
Scenario 5	L1 Bidder Quoted for 01 No. of Technically acceptable Rigs L2 Bidder Quoted for 02 No. of Technically acceptable Rigs L3 Bidder Quoted for 01 No. of Technically acceptable Rigs L4 Bidder Quoted for 01 No. of Technically acceptable Rigs	01	02	01	01 (Additional Rig as per actual requirement, if comes any)	0
Scenario 6	L1 Bidder Quoted for 01 No. of Technically acceptable Rigs L2 Bidder Quoted for 02 No. of Technically acceptable Rigs L3 Bidder Quoted for 02 No. of Technically acceptable Rigs	01	02	01+01 Additional Rig as per actual requirement, if comes any	0	0
Scenario 7	L1 Bidder Quoted for 01 No. of Technically acceptable Rigs L2 Bidder Quoted for 03 No. of Technically acceptable Rigs L3 Bidder Quoted for 01 No. of Technically acceptable Rigs	01	02 + 01 Additional Rig as per actual requirement, if comes any	01	0	0
Scenario 8	L1 Bidder Quoted for 02 No. of Technically acceptable Rigs L2 Bidder Quoted for 01 No. of Technically acceptable Rigs L3 Bidder Quoted for 01 No. of Technically acceptable Rigs L4 Bidder Quoted for 01 No. of Technically acceptable Rigs	02	01	01	01 (Additional Rig as per actual requirement, if comes any)	0

Scenario 9	L1 Bidder Quoted for 02 No. of Technically acceptable Rigs L2 Bidder Quoted for 01 No. of Technically acceptable Rigs L3 Bidder Quoted for 02 No. of Technically acceptable Rigs	02	01	01+01 Additional Rig as per actual requirement, if comes any	0	0
Scenario 10	L1 Bidder Quoted for 02 No. of Technically acceptable Rigs L2 Bidder Quoted for 02 No. of Technically acceptable Rigs L3 Bidder Quoted for 01 No. of Technically acceptable Rigs	02	02	01 (Additional Rig as per actual requirement, if comes any)		0
Scenario 11	L1 Bidder Quoted for 02 No. of Technically acceptable Rigs L2 Bidder Quoted for 03 No. of Technically acceptable Rigs	02	02 + 01 Additional Rig as per actual requirement, if comes any	0	0	0
Scenario 12	L1 Bidder Quoted for 03 No. of Technically acceptable Rigs L2 Bidder Quoted for 01 No. of Technically acceptable Rigs L3 Bidder Quoted for 01 No. of Technically acceptable Rigs	02 + 01 Additional Rig as per actual requirement, if comes any	01	01	0	0
Scenario 13	L1 Bidder Quoted for 03 No. of Technically acceptable Rigs L2 Bidder Quoted for 02 No. of Technically acceptable Rigs	02 + 01 Additional Rig as per actual requirement, if comes any	02	0	0	0

Notes:

- i) The original rates quoted by the bidders will not be allowed to increase under any circumstances.
- ii) If bidders happen to be two or more in the same position, priority list will be prepared by drawing Lottery among the bidders within the same position. Accordingly, L1, L2, L3 position will be prepared for award of contract.
- iii) No preference will be given for higher capacity Rigs than that as specified in the Tender.
- iv) 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. Purchase Preference with regards to Purchase preference policy-linked with Local Content as mentioned in para 12.2 below will be given wherever applicable.

- 6.0 Contract(s) will be signed with the successful bidder(s) for 03 (three) years of operation.
- 7.0 The rates towards Standby, Repair, Force Majeure/Fishing will be restricted to the limit indicated against each as under:
- (a) Payment towards mobilization of the rig package shall not exceed 7.5% of the total contract price for 3 years. 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.
 - (b) Payment towards Standby time rate shall be 90% of the operating day rate.
 - (c) Payment towards rig Repair day rate shall be 50% of operating day rate.
 - (d) Payment towards Force Majeure/ Fishing day rate shall be 50% of operating day rate.
 - (e) Payment towards Stack shall be 50% of operating day rate. Stack rate shall be applicable for a maximum period of 135 days.
 - (f) The Demobilization Charges should not be less than 2 % of the total evaluated charges of the contract value. In case de-mob charges quoted less than 2%, the differential amount will be kept on hold from the 1st invoice onwards and the same will be paid at the end of the contract along with Demobilization charges.
 - (g) Present rate of Basic customs duty is NIL as Rigs will be deployed in OIL's eligible area of operation.

Note: The Bidder has to re-export or Block transfer 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 concessional customs duty benefit is not applicable. This is applicable in case OIL issues recommendatory letter for availing concessional 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** as per **Proforma - B**.

**TOTAL ESTD CONTRACT COST FOR EACH RIG FOR 3 YEARS
CONTRACT INCLUDING ALL TAXES & DUTIES EXCEPT CUSTOMS
DUTY & SERVICE TAX WHICH SHALL BE EXTRA TO OIL,**

T = TM + TD + TOP + TILMO + TILM1 + TILM2 + TBCM

WHERE

- i) Total Mobilization charges, Lump sum, One time only, **TM = M**
- ii) Total Demobilization charge, Lump sum, One time only, **TD = D**
- iii) Total Operating day rate charge, **TOP = ODR x 960**
- iv) Total Inter-Location Movement charge (Cluster location) Lump sum, **TILMO = ILMO x 5**
- v) Total Inter-location movement Charges (for move within a distance of 30 Kms), **TILM1 = ILM1 x 5**
- vi) Total Inter-location Movement charges on Kilometerage basis for movement in excess of 30 Km, **TILM2 = ILM2 x 300**

NOTE: The items M, D, ODR, ILMO, ILM1 and ILM2 are as defined in Schedule of Rates (Section -IV)

- 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.

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.

13.1 Where both MSE and PPLC bidder(s) are entitled to Purchase Preference and neither of them is L-1, eligible MSE(s) (in order of ranking among MSEs) shall get preference over eligible PPLC bidder(s) to match their rates with that of L-1 bidder for award of contract. However, if eligible MSE(s) decline(s) to match down the price, then the eligible PPLC bidder(s) in order of ranking among themselves shall be given the opportunity to match down its price to the price of L-1 bidder for award of contract.

13.2 Where MSE is already L-1 in the tender evaluation, contract for L-1 portion shall be straightway awarded to MSE, without considering any Purchase Preference for PPLC bidder.

13.3 In case L-1 bidder is a PP-LC bidder, purchase preference shall be resorted to MSE bidder as per 'PPP for MSE-Order 2012'.

13.4 For Purchase Preference (under MSE as well as under PP-LC), original L1 Price/Rates will be considered as base for calculating L1+15% for MSE bidders and L1+10% for PP-LC Bidders.

13.5 Considering the purchase preference (under MSE as well as under PP-LC) the final list of L-1, L-2, L-3, L-4 position will be determined.

END OF BRC/BEC

&&&&

Part-3

SECTION-I

GENERAL CONDITIONS OF CONTRACT

1.0 **DEFINITIONS:**

1.1 In the contract, the following terms shall be interpreted as indicated:

- (a) "The Contract" means agreement entered into between Company and Contractor, as recorded in the contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;
- (b) "The Contract Price" means the price payable to Contractor under the contract for the full and proper performance of its contractual obligations;
- (c) "The Work" means each and every activity required for the successful performance of the services described in Section II, the Terms of Reference.
- (d) "Company" or "OIL" means Oil India Limited;
- (e) "Contractor" means the Contractor performing the work under this Contract.
- (f) "Contractor's Personnel" means the personnel to be provided by the Contractor to provide services as per the contract.
- (g) "Company's Personnel" means the personnel to be provided by OIL or OIL's Contractor (other than the Contractor executing the Contract). The Company representatives of OIL are also included in the Company's personnel.
- (h) "Gross Negligence" means any act or failure to act (whether sole, joint or concurrent) by a person or entity which was intended to cause, or which was in reckless disregard of or wanton indifference to, avoidable and harmful consequences such person or entity knew, or should have known, would result from such act or failure to act. Notwithstanding the foregoing, Gross negligence shall not include any action taken in good faith for the safeguard of life or property.
- (i) "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 180 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 for extension of the contract duration by another 1 (one) year at the sole option of the Company (OIL) at the same terms and conditions and mutually agreed rates but not higher than the original rate(s) of the contract. 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 **13.1** to **13.6** 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 pendent-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:** Contractor is required to furnish Performance Security for an amount specified in the Forwarding Letter (and Letter of Award (LOA) issued by Company to Contractor awarding the contract) with validity of 03(three) months beyond the contract period or for any period specifically mentioned in the Tender. 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.
- 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, with-hold from the amounts due to Contractor, a sum equal to the amount of such unpaid indebtedness.

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

- 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 with-hold.

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

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 / TECHNICAL SPECIFICATIONS/ SCOPE OF WORK

1.0 **INTRODUCTION:**

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

2.0 **DEFINITION OF WORK:**

To drill onshore wells with 2000 HP (Minimum) Capacity Drilling Rigs with top drive system and associated equipment / tools & services for an initial period of 03 (three) years with provision for extension by 1 more year at the same rates, terms and conditions. The wells will be either straight vertical holes or planned deviated holes with formation pressure to be near or above hydrostatic. Well depths are expected to be in the range of 3000 - 6000 meters

3.0 **AREA OF OPERATION:**

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

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

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

4.0 **SCOPE OF SERVICE:**

The Contractor shall provide the services of 02(Two) / 01 (one) no. of drilling rig package (with Top Drive) and all necessary equipment and personnel as listed and carryout drilling operations including but not limited to coring, round tripping, lowering & setting of casings, completion, abandonment, Production testing as and when required, and all other associated operations including, rig up, rig down, interlocation movement etc. in accordance with the well drilling, and completion programme to be furnished by the company before commencement of the operation, which may be amended from time to time by reasonable

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

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

5.0 **PRESENCE OF CO2 & H2S:**

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

6.0 **TECHNICAL SPECIFICATION OF RIG PACKAGE:**

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

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

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

7.0 **SPECIFICATIONS OF DRILLING RIG**

7.1 **GROUP – 1**

- A) **MAST AND SUBSTRUCTURE** : Swing lift cantilever type self elevating mast and substructure with clear height of 142 ft. to 147 ft. Rated static hook load capacity of 10,00,000 lbs (1000 kps) with 12 lines strung on travelling block as per API 4F specifications. Mast is to be designed for 100 mph wind load(Min.) with a full rack of pipe and 115 mph(Min.) on a bare mast. Casing capacity approximately 800,000 lbs simultaneously with 500,000 lbs of racked pipes.

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

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

- i) The mast shall have a racking capacity of 5500 meters of 5 inch OD, 19.5 PPF, range # 2 drill pipe in thribbles.
- ii) Time taken on raising and lowering system of mast /substructure and job involvement in dismantling, transportation and assembling of the mast/substructure components should be minimum
- iii) The mast shall be complete with tubing support frame (belly board-optional) , air hoist sheave units(2), sheave units for rig tongs (2) power tong / pipe spinner, tong counter weights, guides etc.
- iv) The mast shall be complete with dual stand pipe clamp for 5 inch OD stand pipes.
- v) The Racking board (thribbles board) shall be adjustable type and complete with emergency escape from racking board to ground.
- vi) Safety climb equipment for climbing up mast ladder upto crown block shall be provided
- vii) Adjustable pneumatic or electrically operated casing stabbing board for running in range I & II tubular shall be provided.
- viii) The Sub-structure shall be complete with dog house support frame.
- ix) The Sub-structure shall be complete with tong back-up posts for rig tongs.
- x) Dog house/Driller's operating cabin shall be provided.
- xi) Two flight stairways at driller's side and off driller's side shall be provided.
- xii) The Mast shall be complete with skewed type crown block having 7 x 60" sheaves i.e. one fast line sheave and the remaining 6 nos. cluster sheaves suitable for drilling line.
- xiii) Mast and substructure shall be complete in all respects to start operation without any hold up.
- xiv) The mast & sub-structure shall be complete with grass hopper type cable rack suitable for elevating with rear floor.
- xv) Height of wind guard post should be sufficient to avoid fouling of drill pipe stand against adjustable diagonal brace when the platform is placed at the lowest position.
- xvi) The mast & sub-structure should be complete with combination ramp & stairs, catwalk & rack for casing and other tubular (provision for making doubles at rack & hosting the same with T B to be kept).
- xvii) The derrick floor shall be complete in all respect and provided with suitable toe boards and safety railings.
- xviii) The mast shall be painted strictly as per Aviation / Indian Air Force Standards on deployment and later on whenever necessary. The same shall be specified in the contract. The mast shall be fitted with safe flasher type aviation warning light 1 no. at the crown, 4 nos. (At four corners) on the thribble board. These lights shall be operational at all times from the

moment the mast is raised and until the mast is finally lowered irrespective of well operation. Every alternate mast section to be painted with red and white paint. The paint may be enamel paint or equivalent. The paint should be freshly made and should be noticeable. Painting may be repeated if required.

B) **DRAW-WORKS**

- i) Input horse power rating 2000 HP (minimum), with minimum nominal drilling depth rating of 5500 M with 5 inch OD drill pipes.
- ii) Twin drum draw-works having main drum lebus grooved for 1.3/8"/1.1/2" casing (drilling) lines. In case of single drum draw works, an external winch shall be available with minimum 6000 m wire length.
- iii) Draw works to be operated by 2/3 nos. of GE # 752 or equivalent electric motors either AC or DC (a total minimum 2000 HP capacity).
- iv) Main drum brake should have maximum wrap - around feature, complete with circulating type brake cooling system, energizing type brake band with maximum lining contact. The brake band should be uniform by flexible all round with integral water jacket brake drum and with built in water passage from driller's end to rotary end or should have compatible disc brake system. In case of AC-VFD rig, primary/dynamic braking to be performed with AC motors by generating power in to braking resistors. The motor and frequency drive should be capable of holding full load at zero speed indefinitely.
- v) Suitable electromagnetic auxiliary brake system/disc brake/ caliper brake, complete with pipings alarm cables & controls, shifters etc. with dedicated cooling system.
- vi) Suitable pneumatically/hydraulically operated/ actuated make up and break-out catheads should match 2000 HP (minimum) draw works
- vii) Drawworks to have 4 forward speeds, 2 rotary speeds (in D/W mode) and suitable reversing arrangement. In case of AC-VFD rig the Draw works shall be Dual Speed Gear Driven, suitable for minimum 2000 HP.
- viii) Crown-o-matic and Floor-o- matic safety device to be available.
- ix) Draw works to have pneumatically actuated full circular balloon type or multiple plate friction clutches as available in 2000 HP (minimum) draw-works or as per design of the Draw works.
- x) Neutral brake or Inertia brake to stop rotation of the draw-works or any other arrangement as per design of the Draw works.
- xi) Properly designed Driller's console incorporating all functions to carry out drilling operations safely and for controls of the rig.
- xii) Independent Rotary drive with suitable braking arrangement as per design of the Draw works.
- xiii) However, Draw-works may also be without cathead. In this case separate facility for making up & breaking-up of tubular like hydraulic cathead/pipe spinners/ iron rough neck or similar facility shall be available in the rig.

- xiv) Coring reel assembly with capacity of at least 6000 M of 9/16" or 5/8". Drum size diameter x 49# long approximately with pneumatic clutch & fullwrap friction brake assembly in case of Double Drum Draw works.
- xv) The draw-work should be compatible with the mast & sub-structure as indicated above.
- xvi) Electrical driller's console panel should suitably be located in order to provide driller to operate the rig in ease.
- xvii) Entire rig package must be compliance with all safety & regulations and OISD standards.
- xviii) All accessories for draw works should conform to API specification, wherever applicable.

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

1. Hook Load Capacity :- 500 T.
2. Power: - A.C Motor of suitable rating, non-sparking, flame proof and suitable for hazardous area classifications/locations as per standard.
3. Cooling System: - Motor should have the Cooling System to operate with ambient temperature up to 50 Degree Centigrade.
4. Torque Requirement: - Maximum Continuous Torque - Not Less Than 30000 ft-lbs. At 100 RPM.
5. Maximum Torque at maximum speed - Not Less than 17,000 ft-lbs.
6. RPM range: 0 – 200 (Minimum)
7. Break- out Torque: 50000 ft-lbs. (Minimum)

C) **ROTARY TABLE AND ACCESSORIES:**

Rotary table as per API Spec. 7k with 37.1/2" opening and dead load capacity of 500 tons with independent motor drive, complete with the following. Accessories shall be provided by the contractor.

1. Kelly bushing complete with roller assembly for 5.1/4" hexagonal & 2.1/2" or 3" square/ hexagonal Kelly (minimum 1 nos. each).
2. Master bushing (1 no. each of solid and split type or 2 sets of either solid or split type) to suit the Rotary table.
3. Suitable API insert bowls No. 1, 2 & 3 whichever is applicable for under noted casing sizes.
4. Complete bushing arrangement for handling 20" casing, 13.3/8" casing , 9.5/8" casing, 7" Liner casing , 5.1/2" casing, 5" OD drill pipe, 2.7/8" OD tubing & drill pipes and all other tubular in the offered rotary table.
5. Bit breakers & adapter plates to suit above master busing / Rotary table.
6. All sizes of lifter and handling tools for bushing & inserts.

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

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

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

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

The specification should include but not limited to the following:

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

F) **SLUSH PUMPS**

1. Three No motor driven triplex single acting, slush pumps with input HP rating of minimum 1600 HP. Pump should be suitable for continuous heavy duty application.
2. Capacity of the pump:-
 - a) Input Horse Power - 1600 (Min) at rated SPM.
 - b) Discharge at rated SPM with replaceable liners and pistons - Min. 2700 litres/min(600 Imp GPM) at 210 kg/cm² (3000PSI)and min. 1575 litters/min. (350 Imp.GPM)at 351.5 kg/cm² (5000 PSI).
3. Motor driven centrifugal Supercharging pumps compatible to Mud Pumps to handle Mud up to 20 ppg. with appropriate independent suction and delivery manifold mounted on a oil field skid.
4. All the mud pumps shall be connected & hooked up with PCR in all respect for continuous operations in parallel mode whenever required.
5. Nature of pumping job should include, but not limited to, pumping of drilling fluids, completion fluids, cement slurries, water - both treated and plain. In the event that requirement arises to pump acid, OIL shall provide the pump and contractor shall provide the suction and delivery lines.

G) **SUCTION AND DELIVERY SYSTEM:**

1. Adequate suction piping's & fittings must be available.
2. The delivery fittings must be of API standard 5000 psi rating.

3. Cameron or equivalent 5000 psi WP dual stand pipe manifold complete with gate valves, pressure gauge of 5000 psi rating and other standard fittings.
4. 5" OD x 5000 psi WP dual stand pipe of suitable length with 'H' manifold to match the operating conditions with range 2 drill pipes complete with gooseneck, hammer union or unbolt couplings for making up rotary hose with safety clamp attached.
5. 3.1/2" ID x 55/60 ft long x 5000 psi WP, rotary drilling hoses with suitable connection to make up on to the standpipe and rotary swivel. The length of Rotary hose should suit the rig for drilling operations.
6. Sufficient no. of additional intermediate 5000 psi WP pipes as mentioned in para 11 to facilitate extension of the delivery pipe upto 170 ft. ; to meet the 15m spacing between the wells in cluster wells(1+ 3 wells).

H) **POWER PACK:** Diesel electric AC/SCR system complete with the following or suitable for AC/VFD Rig:

1. Engines - 4(Four) (Minimum) Nos. diesel driven fuel Oilfield engines (Approximate Minimum Combined Rating of 5800 HP) with CPCB approved Acoustic Enclosure & the exhaust stack height should meet the latest CPCB guidelines for DG sets of above 800KW (Environment Protection Act 1986). The engine capacity and the total rating shall be based on total power requirement of the rig & associated equipment for continuous operation of Draw works, three Mud Pumps, Top Drives/IRD and all other rig equipment as specified in this bid document.
2. AC/DC Electric Motors: Adequate numbers of AC/DC motors with adequate continuous HP rating and for operation of draw works (Min. 2 motors, maximum 3), for slush pump - 6 No. motor at their respective rated capacity. The motors shall be complete with suitable blowers and ducting.
3. AC/SCR or AC/VFD System – Suitable AC/SCR or AC/VFD systems of reputed make. Bidder to offer detailed technical specifications along with the bid.
4. Rig package shall be complete with all electrical control room, 'SCR' cubicles or VFD & Rectifier Cubicles, DC power control room, AC power control room to match the auxiliary loads of mud system, water system, fuel system and air system mentioned in this section.
5. The above power pack shall conform to the following:
 - a) All outdoor equipment such as AC motor, safety junction boxes, plug sockets, luminaries etc. shall be weather proof with IP 55 protection as per India standards.
 - b) Power pack and SCR House or AC-VFD system control room to be place outside hazardous area, i.e. at a distance of 32 meters (Minimum) from the well center.
 - c) All components shall be suitable for following ambient conditions:
 Temperature: Max. 45deg.C & Min. 05 deg.C
 Humidity: Max. 95% & Min. 60%
 Altitude: 100 to 300 M AMSL

- d) All DC motors or AC VFD Motors shall have blowers with suitable ducting & filter System.
 - e) Suitable de-rating factor shall be taken into account while choosing electrical / electronic components for high ambient temperature condition.
 - f) Engine cooling system shall be designed to withstand above temperature condition and the radiators shall be suitable for maximum 45 deg C ambient temperature.
 - g) Adequate air cleaning system and filters shall be provided on all engines to protect these from dust.
 - h) Electrical system shall be provided with all necessary cables and cable trays with grasshopper arrangement to the derrick floor.
 - i) Explosion proof and vapour types fluorescent and mercury vapour lighting system shall be used for lighting the mast and substructure.
 - j) Lighting fixture shall match API specification and the mines Act, 1952 and its subsequent amendments and Oil Mines Regulation 2017.
 - k) The lighting system shall include but not limited to the following i.e. lighting the mast and substructure, rig floor, power packs, power control room, plinth area, mud pumps, generators shades mud system, water system, fuel system, air system, BOP control unit, dog house, mud storage house, well site offices, chemical storage & lab. Areas, camp etc.
 - l) Fixing arrangements of outdoor luminaries shall be such that this can be installed and dismantled quickly and easily for transportation during the inter-location moves.
 - m) A flame proof intercom complete system shall be provided between dog house, SCR room, mud pump, mud attendant's cabin, geologist's cabin, company representative's office and OIL's service providers operational room.
 - n) Power pack and electrical controls of the rig shall be complete in all respect to carry out drilling operations to the objective depth. The system shall meet the detailed technical specifications of rig electric system furnished in this document.
 - o) Necessary provision for supplying power including electrical, to other utility units including OIL's Service Providers shall be provided by the contractor whenever required.
6. Power Pack for AC-VFD Rig shall have minimum 4 (four) nos. of Engine (preferably CAT 3512 B series) complying latest emission norms, coupled with the alternator and shall be unitized and enclosed in a weather-proof, acoustical, skid mounted enclosure. Power packs shall be Compatible for varying loading pattern, quick responsive to instantaneous load and torque changes Suitable for VFD controlled AC drives Easily serviceable both at site and at workshop. Compatible with suitable control signals coming from Power Control Rooms (these may be actuator control / speed sensor

signals). The alternators (with the engines) shall be suitable for parallel operation.

- I) **CELLAR PUMPS**: Suitable motor driven pump capable of cleaning fluids and cuttings from the cellar. Pump unit should be suitable for class I, dir. 2 areas and gas group I, IIA & IIB and with Flexible coupling. As per serial no. 'f' under Misc. tools & equipment (Clause No. 7.2 (N) F). Alternately, a suitable cellar ejection system is also acceptable.
- J) **CAGED LADDER, RIDING BELT, FALL ARRESTOR, and EMERGENCY ESCAPE DEVICE ETC.**: The riding ladder to crown block shall be caged and equipped with fall arrestor. A suitable riding belt to be provided to meet any emergency or to carry out repairs above derrick floor. Suitable & effective emergency escape device from racking board to ground shall be provided.
- K) **EMERGENCY HOOTER**: The rig should be equipped with one emergency hooter.
- L) **EMERGENCY SHUT OFF SYSTEM**: An emergency shut off device shall be located in driller's panel and at suitable strategic location.
- M) **EMERGENCY ALARM**: An electrically operated emergency alarm with provision for operating the same from driller's console should be provided.

7.2 **GROUP – II**

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

A) BOP STACKS / SPOOLS

- i) 21.1/4" / 20.3/4", 2M or 3M Annular BOP (Cameron/Shaffer/Hydril/ WOM make only), 1 no. with bottom flange/ adopter flange to fit with 20.3/4" 3M working pressure, drilling spool.
- ii) 21.1/4" / 20.3/4", 2M or 3M Drilling Diverter spool with 2 (two) nos. of 9" x 2000 psi side outlets and 30# overall length to be used with 21.1/4" x 2 M / 20.3/4" x 3 M BOP.
- iii) 13.5/8" x 10000 psi Annular/Spherical BOP, 1 No. with bottom flange of 13.5/8" x 10 M Working Pressure (Cameron/Shaffer/Hydril/ WOM make only).
- iv) One double ram BOP, 13.5/8" x 10000 psi (Cameron/Shaffer/Hydril/WOM make only) having top & bottom flange of 13.5/8" x 10 M Working Pressure.
- v) One double ram BOP 7.1/16" x 10000 psi (Cameron/Shaffer/Hydril/ WOM make only) having top and bottom connection of 7.1/16" x 10 M flange, with side outlets (4 Nos.) complete with ring joints gasket, studs & nuts and with 2.7/8" and blind rams, one pair each.
- vi) One set each of 9.5/8", 7", 5.1/2", 2.7/8" pipe rams, two sets of 5" pipe rams and 1 set of blind rams should be supplied with above items no (iii). However, 02(Two) sets of Variable Ram to cover ranges from 4.1/2" to 7" will also be acceptable.

- vi) All BOP should have crossover (Adopter flange to match 5000& 10000 psi well head.i.e 13.5/8" x 5000Psi, 11" x 5000Psi and 11" x 10000Psi.
- vii) The Contractor shall provide the following:
 - a) New and unused Ring joint gaskets for all flanges with sufficient quantity as spares.
 - b) Adequate no. of studs & nuts for all flanges and wrenches to suit all nuts.
 - c) Operational spares for contractor's BOPs both annular and ram, including ram sub assemblies of sizes to suit various tubular sizes including blind ram.
 - d) Annular BOP sealing element.
 - e) Maintenance / overhauling / repair services for above BOPs
- viii) Adapter / crossover spool 13.5/8" x 5,000 psi to 13.5/8" x 10,000 psi 1 No. having 2 nos. of flanged side outlet of 3.1/16" x 10M.
- ix) **Drilling spool**
 - a) 20.3/4" x 3000 psi: 1 No.: (30" - 36" high)
 - b) 13.5/8" x 10,000 psi: 1 No. (18" - 20" high)

Note: With facility for hooking up choke / kill lines having flanged side outlet of 3.1/16" in the same plane but in opposite directions.
- x) Cross over flange/adapter spool 11" x 5000 PSI TO 13.5/8" X 10000 psi with necessary ring joint gaskets.
- xi) Double studded adaptor flange / adaptor spool 11" x 10000 psi bottom, 7.1/16" x 10000 psi top with ring joint gaskets.
- xii) Cross-over/adapter spool with bottom flange of 20.3/4" x 3000 psi and top flange of 21.1/4" x 5000 PSI with 2 side outlets of size 3.1/16" flange with 2" female line pipe thread in the same horizontal plane but in opposite directions. The spool shall be complete with ring joint gaskets, studs & nuts, blind flange/bull plug.
- xiii) Double studded cross over flange with bottom configuration of 11" x 10,000 PSI and top configuration of 13.5/8" x 10,000 PSI complete with ring joint gaskets, stud & nuts.
- xiv)
 - a) Companion flanges of appropriate sizes and numbers and suitable for all kill, choke, check valves and lines etc.
 - b) Companion /suitable flanges for 3.1/16" to 2.1/16", 2.1/16" to 1.13/16" and 3.1/16" / 3.1/8" to 2" line pipe female thread.
- xvi) All BOPs shall be complete with sufficient numbers of studs with nuts & ring joint gaskets.
- xvii) Suitable risers with provision for hole filling line.
- xviii) Poor boy swivel and d/pipe shut-in valve 10000 PSI WP with compatible R/hose & D/pipe connections.
- xix) The contractor shall bring adequate quantity of studs, and ring joint gaskets and wrenches for hooking up all the above sizes of stacks and also for replacement of damaged ones.

- xx) The ultimate responsibility of making the well head complete lies with the contractor. Contractor shall identify and bring all other items, which are not mentioned above but required to carry out drilling operation.
- xxi) Bidder should provide a schematic diagram with the dimensions of BOP stacks for different sizes and stages of completion.
- xxii) All above BOPs should be hydraulically operated with hydraulic/ manual locking arrangement.

Note: BOPs should be either new or overhauled & certified and tested by the manufacturer. The certificate should not be older than 01 Year.

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

- i) One set of 3.1/16" x 10,000 psi choke manifold rigidly supported, with two each of manually and hydraulically operated chokes. As per API Spec. 16C, First Edition 1993, Drawing No. 10.7.3 (Sec. 10.7) including control console mounted at derrick floor showing all necessary parameters.
- ii) The drilling spool should have side valves consisting of two each of manually operated and hydraulically operated gate valves, on two sides, size - 3.1/16" x 10,000 psi along with one number of check valves on kill line.
- iii) BOP/Casing head housing side valves: (One each) gate valve and check valve on kill lines side size 3.1/16" x 10,000 psi.
- iv) Kill lines and choke lines, articulated or flexible (Co-flexi preferred) of sufficient lengths to match drilling spool side outlet connections and kill/choke manifold connections. (Note: - kill pump will be placed at least 150 ft away from well bore).
- v) 10000 Psi WP rigidly supported kill manifold with provision for connection onto slush pumps and high pressure killing pump by means of 2" ID x 10000 Psi chocks hoses.
- vi) Adequate number of 2" ID x 10000 Psi chocks hoses for hooking up well killing pump, test lines, emergency kill line etc.
- vii) Choke & kill manifolds shall be complete with all necessary studs & nuts, ring joint gaskets & fittings etc.

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

- i) 1 No. Koomey or internationally fields proven reputed make skid mounted accumulator & Control Unit for BOP. 3000 Psi WP to suit BOP and choke manifold configuration with two remote controls, adequate reservoir capacity to meet all the requirements & complete with skid mounted pipe racks to keep the control unit at about 100 ft away from the well. The unit shall consist of adequate number of accumulators of 11/15 gallon capacity each, & complete with necessary pressure actuator switches to make unit both automatic & manual. Bidder to forward the work sheet indicating the reservoir capacity & accumulator capacity along with the bid.
- ii) Arrangements for charging the accumulators with nitrogen, as and when required.

- iii) BOP control unit shall be complete with electrical and air operated pressurizing system, capable of pressurizing up to 3000 psi.
- iv) Adequate number of hydraulic accumulators, adequate capacity reserve tanks and all necessary fittings for safe operation of the BOP stack as specified earlier. OIL reserves the right to increase/decrease the reservoir / accumulator sizes.
- v) BOP remote control unit with graphic visual display, one on the derrick floor and another on the opposite side 100' away from the well bore.
- vi) All electrical items should be suitable for hazardous area, zone-1 Gas Group I & II.
- vii) Sufficient number of high pressure control lines shall be made available in pipe rack for connection between BOP & control Unit placed 100' away. Also adequate length of air hose bundles for connection of both remote control panels.

D) **WELL CONTROL ACCESSORIES**

- i) One no. Kelly cock suitable for 4.1/2" IF drill pipe connection.
- ii) Hydril or equivalent drop-in type back pressure valve complete with landing sub, check valve & retrieving tool etc. 1 No. each for landing subs with 6.5/8" API reg. Connections & 4.1/2" API IF connection.
- iii) One set of BOP testing unit with suitable high pressure test pump.
- iv) One no. of 5" inside BOP for making up with drill pipe, having pressure ratings to suit BOP stack rating and with matching thread connections.
- v) Cup Testers for testing 9.5/8" OD (43.5-53.5 ppf) and 5.1/2" OD (17-23 ppf) casing with facility of interchange ability of cup to suit different weight of aforesaid casings, shall be provided by the Contractor

Note: All wellhead equipment/accessories viz. BOPs, spools, choke and kill manifolds, BOP Control Units etc. should be pressure tested to its rated capacity and should be certified as per API recommended practice.

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

A) **DRILL PIPE / PUP JOINT (AS PER API SPECIFICATION 5DP)**

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

- i) Minimum 5000 m of 5" OD, 19.5 PPF Drill pipe consisting of Gr. 'G' flash / friction welded, tapered or square shoulder, Internal External upset in

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

D) DRILL COLLARS & HEAVY WEIGHT DRILL PIPE

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

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

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

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

C.1 **BIT SUB**

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

C.2 **CROSS OVER SUB**

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

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

- i) 1 No. in-string integral blade / replaceable sleeve type stabilizers having 7.5/8" API regular connection for 26" hole.
- ii) 17.1/2" sleeve type with mandrel size 9.1/2" OD & 7.5/8" API regular connections and with adequate nos. of replaceable sleeves.
- iii) 12.1/4" sleeve type stabilizers with mandrel 8"OD, 6.5/8" API Reg. Connection. This stabilizer shall be used in conjunction with 12.1/4" sleeve. Adequate number of replaceable sleeves shall be available as back-up.

- iv) 8.1/2" sleeve type stabilizers having 4" IF box up x 4.1/2" regular box down connection respectively, and with adequate numbers of replaceable sleeves.
- v) 6" sleeve type stabilizers having 3.1/2" Regular Box – NC-35 Regular Box down connection respectively, and with adequate numbers of replaceable sleeves

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

C.4 **OTHER SUBS**

- i) Adequate nos. of Kelly saver and protector subs (with adequate numbers of rubber protectors) for 5.1/4# Hexagonal Kelly & 2.1/2" or 3# Square/ Hexagonal Kellies for entire duration of the contract.
- ii) All rotary substitutes and other substitutes necessary in pressure line etc. required to carry out drilling and all other rig operations shall be supplied by the contractor in sufficient quantity and it will be contractor's responsibility to find out the requirement. The contractor shall also provide the necessary substitutes required to use 2.7/8" EUE tubing and 2.7/8" Vam tubing connection.

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

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

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

F. **HANDLING TOOL**

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

a) **ELEVATORS**

- i) 1 Set consisting of total two nos. 500 tons capacity, 13.3/8" spider dressed as elevator and slip complete with all accessories and slip assemblies to handle 5', 5.1/2", 7", 9.5/8", 13.3/8" casing.
- ii) 2 Nos. 150 Ton side door elevators for 20", 13.3/8", 9.5/8", 7", 5.1/2"& 5" Casings.

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

b) **ROTARY SLIPS**

- i) 1 No. Casing hand slips each for 37.1/2" rotary table for handling: 20", 13.3/8", 9.5/8", 7", 5.1/2" and 5" casings.
- ii) 2 nos. hand slip / power slip for handling 5"/3.1/2" OD drill pipes medium / extra long type to suit pin / square drive master bushing. Contractor should also provide slips to handle 5.1/2" OD tubular.
- iii) 2 Nos. medium rotary slip (hand / power) complete with inserts for 2.7/8" Drill pipe/Tubings.
- iv) 1 set consisting of total two nos. for all sizes of drill collar.
- v) 1 set consisting of total two nos. of 2.7/8" manual tubing spiders.
- vi) Any other handling tools as felt necessary by the contractor. Supply of slips for all sizes of tubular with replaceable spares shall be the responsibility of the contractor.

(c) **SAFETY CLAMPS**: Safety clamps to handle all sizes of drill collars.

(d) **RIG TONGS**:

Complete sets of Rotary tongs in pairs with 2 sets of extra jaws and replaceable spares of required capacities & sizes to handle the following tubular:

- i) 2.7/8" / 3.1/2" & 5" OD drill pipes/ tubulars & drill collars of all sizes upto 9.1/2" OD.

ii) Tubing tongs (both 2.7/8 OD EUE N-80 and VAM) including coupling tong.

iii) 20", 13.3/8", 9.5/8", 7", 5.1/2" & 5" casings.

Note: In case the rig is equipped with Iron Rough neck with part range / complete range of tubulars, same is also acceptable

(e) **HYDRAULIC / PNEUMATIC TUBULAR HANDLING TOOLS**

i) Hydraulic power casing tongs complete with hydraulic power unit with suitable prime mover, standard accessories and pivot head for:

20", 13.3/8", 9.5/8", 7", 5.1/2" & 5" casing: 2 Nos.

ii) 1 no. Pipe spinner for handling drill pipes/ tubulars in the range 2.3/8" - 5" OD complete with all necessary fittings.

iii) Suitable sizes of pneumatic Kelly spinner : 1 No. (For 5.1/4" Kelly)

iv) The operator for power casing tong shall be provided by the contractor at their own cost.

v) Hydraulic tongs to handle 2.7/8" & 3.1/2" tubings.

vi) Any other tongs as felt necessary by the contractor. Supply of tongs for all jobs shall be the responsibility of the contractor.

(f) **ELEVATOR LINKS:**

1 Set each of suitable size and length weld-less links of capacity 350 Tons - 2.3/4" x 108" (min.) and 500 Tons - 3.1/2" x 132" (min.)

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

i) 1 No. each bit breakers for 26" & 17.1/2", 12.1/4", 8.1/2", 6" for TCR bits (compatible with master bushing).

ii) 1 set consisting of 2 nos. each size clamp-on or equivalent casing thread protectors for 20", 13.3/8", 9.5/8", 7", 5.1/2" & 5" sizes

iii) Stabilizer gauges and bit gauges of 20", 17.1/2", 13.3/4", 12.1/4" 8.1/2" sizes.

iv) Nozzle gauges for various sizes of nozzles.

H. **AIR WINCH:**

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

I. **FISHING TOOLS:**

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

- a) **Overshot:** Series 150 Bowen or Equivalent releasing and circulating overshoots for operation in 12.1/2", 9.5/8", 8.1/2" & 6" hole to catch all sizes of Driller collars, heavy weight drill pipes, drill pipes and substitutes as provided by the contractors, with various sizes of spiral grapple, suitable extension sub and oversized lipped guide for operation in 17.1/2" hole.
- b) **Safety Joints:** 1 No. of Bowen or equivalent for operating in 12.1/4" & 8.1/2" hole size.
- (c) **OTHER FISHING TOOLS**
- i) **REVERSE CIRCULATING JUNK BASKET:** 1 No. each Bowen or equivalent R.C.J.B complete with accessories for the various hole sizes i.e. 17.1/2", 12.1/4", 8.1/2" , 6" etc. for 5.1/2" & 5" completion wells as per requirement.
- ii) **JUNK SUBS:** 1 No. each Bowen or equivalent Junk subs for operating in the various hole sizes for 5.1/2" & 5" completion wells as per requirement.
- iii) **FISHING MAGNET:** 1 No. fishing magnet with standard fishing neck for operating in 12.1/4", 8.1/2" hole & 6" hole .
- iv) **IMPRESSION BLOCK:** 1 No. impression block with standard fishing neck for 12.1/4", 8.1/2" & 6" hole size.
- (v) **JUNK MILL:** 1 No. each junk mill with standard fishing neck for hole sizes of 12.1/4" , 8.1/2" & 6". All materials required for re-dressing of mills shall be provided by the contractor. Re-dressing of mill, if any, shall be carried out by the contractor.
- (d) Super Fishing Jar: 1 No Straight pull, capable of transmitting full torque in either direction, ability to deliver rapid series of blows when desired, easy closing or resetting, having OD: 6.1/4" and ID: 2.1/4", 4.1/2 API IF RH top sub box connection & bottom pin connection, complete with circulation hole & cone type piston assembly.
- (e) Hydraulic Jar/ Hydro- Mechanical: (Fishing Jar Double Acting) - One no. each Type "Z" Bowen or equivalent of other make as mentioned above of 8"/ 7 3/4", 6 1/2" / 6 1/4" , 4 3/4" & 4 1/4" OD Oil Jar.

J. **CASING SCRAPER / ROTOVERT:**

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

K. Axial Vibration & Shock absorbing tool: 01 no. each of size 6.75 inch OD & 8 inch OD

K. **RING LINE FOR FIRE FIGHTING**

- i) The contractor shall lay a 4" dia fire fighting delivery line with adequate number of fire hydrants and monitor located at strategic points which must be connected to the delivery of the engine driven fire pump of capacity min 1800LPM @7kg/cm². Contractor shall provide all necessary fire fighting and safety equipment as per laid down practice as specified under OISD - STD - 189 and OMR.

- ii) This is a mandatory requirement and shall be frequently tested for firefighting purposes. In case of non-functioning of the ring line for fire fighting, OIL reserves the right to stop further operations and nil day rates will be applicable till the time the line is made functional.
- iii) The contractor shall comply with any / all other regulation (s) that comes into effect from time to time in this regard.
- iv) Two nos 50 KL capacity water storage tank for Fire Fighting to be made available.
- v) Independent source of source water supply along with motor/engine driven pump must be made available for filling up of the fire fighting water storage tanks.

L. **TRANSPORTATION SERVICES**

a. **OIL's Responsibility**

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

b. **Contractor's Responsibility**

- i) Transportation of contractor's personnel & their material from camp site to drill site and between drilling sites shall be the responsibility of the contractor. All vehicles deployed for this purpose should be in prime condition.
- ii) All requirements of crane(s), during rig up/rig down & inter-location movements are to be provided by the Contractor. Any additional requirement of crane(s) for any specific purpose at site during well operation shall also be provided by the Contractor.
- iii) Bits required for drilling of wells shall be supplied by OIL. However, it is the responsibility of Contractor for loading/offloading and to transport the same from Company's yard/Go-down.
- iv) The contractor must provide at their cost, equipment & services of the following minimum number (Vintage of items not more than 5 years):
 - a. Sufficient numbers of Diesel Hydraulic, Truck mounted Telescoping Boom mobile crane during rig up /rig down & inter-location movements of Rig package.

- b. Sufficient number of load carrying vehicles and cranes so that the inter-location movement is completed without any delay.
- c. Minimum 1 no. of Diesel Hydraulic, Truck mounted, Telescoping Boom mobile crane of 40 Tonne minimum capacity to be made available at all times at well site.
- d. During Inter-location Movement, any left out consumables including but not limited to, well head, casing, tubing or any kind of tubular, bits, chemicals, barytes, bentonite etc. should be collected, loaded, unloaded, stored, handled, transported between locations by the Contractor or as directed by OIL.

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.

M. MISCELLANEOUS TOOLS & EQUIPMENT

- a) 1 No. each of circulating head with hammer union connection for 20", 13.3/8", 9.5/8", 7", 5.1/2" BTC casings, 2.7/8" IF & 2.3/8" IF drill pipes.
- b) 1 No. poor boy swivel for 4.1/2" IF drill pipes.
- c) Circulation Heads
 - i) One No. circulating head for 5" OD x 4.1/2" IF drill pipe fitted with quick opening gate valve and Chicksan hose connection.
 - ii) One No. of circulating head for 2.7/8" EUE tubing.
 - iii) One no. of tubing shut in valve for 2.7/8" EUE tubing.
- d) Mud basket for use during round trips with Drill Pipes of sizes 5" & 3.1/2" and other tubular.
- e) Adequate number of appropriate size back pressure valves to be installed on bit subs during different stages of drilling (complete with installation tool).
- f) Cellar pump: Cellar pump for cellar cleaning purpose must be available. Alternately, a suitable cellar ejection system is also acceptable.
- g) One No. of additional reels of 7500 ft. each, 1.3/8" or 1.1/2" IWRC drilling line (as per specification of the rig).
- h) Appropriate riser for all stages of drilling.
- i) Complete sets of tools/wrenches.
- j) Suitable size & number of bell nipples and flow nipples for making up at the well head.
- k) Suitable capacity (engine or electrically driven pump reciprocating/centrifugal type) for pumping gauging water to cementing hoppers.
- l) Welding Machine: Diesel powered electric welding generator capable to generate welding current at 480 Hz with Constant Current characteristics with all associated welding and cutting apparatus, Oxy-acetylene cutting

equipments with flash back arrestor, brazing etc. Engine should be fitted with spark arrestor. All consumables shall be supplied by the contractor.

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

- a) (i) The contractor shall provide, at his cost a barites loading platform with shed to facilitate storing and mixing of mud chemicals at well site. The size of the platform should be 700-800 sq, ft to accommodate around 30 MT of Barites and 10 MT of Bentonite. The loading and unloading of materials in the shed and in the barites and bentonite mixing hopper shall be done by the contractor.
- (ii) Contractor shall make, maintain and use drilling mud as per drilling policy with water loss, weight, viscosity in accordance with mud programme as the OIL may decide as per good oilfield practices, Diligence in keeping the hole and all strings of casing and space between casing filled with drilling mud shall be exercised. Contractor shall maintain and test drilling mud at least twice each hour for weight and viscosity. The contractor shall record the result of such tests and use of mud and mud chemicals in its daily drilling report. Contractor will also be required to keep hourly record of mud weight, viscosity (in and out), active tank volume etc. making and maintaining the drilling fluid will be contractor's responsibility at his own cost. The detailed mud testing is to be carried out at the well site laboratory twice everyday by Contractor.
- b) During well testing (Production Testing)
 - (i) **Schedule - 1**
 1. Making & breaking including stacking and running in of production tubing (both 2.7/8" OD EUE N-80 and VAM tubing) as per the standard practice.
 2. Installation of Tubing) Head Spool, packing of secondary seal and testing of the same as per the rating.
 3. Testing of X-Mass tree and installation of the same.
 4. Making necessary tubing/ casing connections to the well head set up.
 5. Hooking up of the production equipment namely Tanks, Separator, Steam jacket, ground X-Mas tree etc and test the same before commissioning as per the requirement.
 6. To make the gas flare line to the flare pit.
 7. To measure the flow rate and to analyze the produced fluid as and when required.
 8. To maintain the tubing tally including any down hole production equipment run.
 9. All necessary surface connections to be made by the contractor for enlivening of the wells using nitrogen pumping unit. Crane services to be provided by OIL in case any CTU operation is carried out.
 10. Hooking up of the steam lines to production tanks and steam jacket.

(ii) **Schedule -2**

1. All production equipment's namely X-Mass tree, Tubing head spool, Hanger flange / Tubing hanger, Separators with all accessories, Tanks, Steam jacket, Ground X-Mas tree, Tubings (both EUE N-80 and VAM), Pipes for surface fittings and flare line etc will be provided by Production Oil Department.
 2. All tools required for making up of the above equipments are to be supplied by the contractor i.e. Elevators, slips, Tubing tong, Coupling tong, Hydraulic pumps and other necessary equipment's for hydraulic testing of the separators, X-Mas tree, Ground X-Mas tree, Steam Jacket etc to be provide by the contractor.
 3. Consumables as thread dopes to be provided by the contractor.
- (iii) Mud testing laboratory inclusive of all well site testing equipment as per following list to be provided by the Contractor.
- a. Baroid Mud Balance # 2 nos. (1 for Mud cabin for Attendant & 1 for Mud testing Laboratory)
 - b. Marsh Funnel Viscometer # 1 no.
 - c. Fann VG meter # 1 no.
 - d. API Fluid Loss Apparatus # 1 no.
 - e. High Pressure/High Temperature Fluid Loss Apparatus # 1 no.
 - f. Lubricity Test Equipment # 1 no.
 - g. pH Meter # 1 no.
 - h. Salinity Measurement Kit # 1 set
 - i. Sand Content Measurement apparatus # 1 no.
 - j. 2 Pan Balance # 1 no.
- (iv) OIL reserves the right for inspection and verification of the rigs and associated ancillaries during any time after bid closing date. Bidder should confirm acceptance of this clause in their bid.

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

A) MUD SYSTEM

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

- a. **NOTE:** Provision of suction of mud from any of the reserve tanks with any of the mud pumps and with suitable facilities for transfer of mud from active to reserve tank or vice versa. Also, suction from intermediate tanks to mud pumps to be possible.
- b) The mud system should include the following:
- i) High Speed Linear Motion Shale Shaker [LMSS] single or twin unit / Balanced Elliptical motion with minimum 7 G force capable of handling at least 1500 GPM [With 1.08 sp. Gravity water/ polymer based mud] and sufficient number of screens from API 20 to 250 mesh size for drilling various hole sections.
 - ii) Linear Motion Mud Cleaner, capable of handling at least 1000 GPM [1.08 sp. Gravity water/ polymer based mud], having screen size up to API 325 mesh size with Desander&Desilter installed over it or 3 nos of Linear Motion Shale Shaker with separate Desander, Desilter and 2 nos of Centrifuges in the mud system (Underflow of Desander&Desilter diverted over the shaker screen) having the following capacities:
 - a) Desander (Hydro cyclone type) capacity at least 1500 GPM, with minimum 3 vertical 12" cones complete with TRW Mission (8" x 6" x 14") or equivalent centrifugal pump and 75 HP (min) motor.
 - b) Desilter (Hydro cyclone type), capacity at least 1250 GPM, (With 16-20 cones arranged in 2 rows or circular arrangement) complete with TRW Mission (8" x 6" x 14") or equivalent centrifugal pump and 75 HP (min) motor.
 - iii) Degasser, Vacuum type capacity at least 1200 GPM, complete with suitable compressor, motor and proper gas disposal system with poor boy degasser chamber for disposing gas beyond hazardous area / zone.
 - iv) 2 (Two) nos. (min) 10 HP (min) mud agitators with suitable gear box & 4(min) bottom gun jet per tank and mud guns for proper churning of mud with TOR :50 (min)
 - v) Mud mixing system, consisting of low pressure hoppers and electric motor driven centrifugal pumps. The System should be capable of mixing mud up to 19 PPG, approx. the system should contain atleast two hoppers & two 75 to 100 HP centrifugal charging pumps.
 - vi) The active mud system should have one platform adjoining the tank with approx. dimensions of 30' x 20' for keeping Bentonite barites & other materials for mixing purposes. Alternatively, contractor should keep adequate provision for keeping Bentonite, barites and other chemicals at site.
 - vii) The reserve tank should have independent suction & delivery lines with mixing arrangement through the hopper.
 - viii) Electric motor driven centrifugal pumps for above mud cleaning and degassing equipment. Throughout the tank system the following lines shall be installed as required complete with all necessary valves fittings & unions:

- suction lines
- mud roll line
- discharge line
- Water line
- Mix line.

- ix) Centrifuge: Brandt's HS-3400 /Derrick / Kemtron/ SwacoHigh G-force capacity and with long clarification area to process approx. 170 gpm with feed density of 9.3 ppg mud [approx.] at more than 2000 G's. The functions of solids sedimentation, separation and draining are all to be combined in the centrifuge. The unit should be complete with charging pump, Main Drive Motor [FLP type], hydraulic drive, and torque control assembly for centrifuge.

[Note: All safety measures are to be adopted in placement as well as operation period.]

- x) In case, LWC is used while combating stuck pipe situations. LWC shall be provided by OIL free of cost to the contractor. The contractor's responsibility shall be to provide storage facility and infrastructure to utilize the LWC at any moment. In addition, diesel fuel may also be used, for releasing stuck pipe, if the situation so demands, and which shall be provided by the contractor in sufficient quantity and as many times as needed. Cost to be reimbursed by the Company at actual.
- xi) Adequate capacity pre-flush tank, gauging water tank slug tank within the suction tank of approx. capacity 60 bbls with all necessary fittings, valves, connection etc. shall be provided by the contractor.
- xii) Moreover the following shall also be provided by the contractor :
- (a) a suitable number of stairways from ground to top of tanks, from ground to choke manifold level, from choke manifold level to top of tank.
 - (b) One crossover platform from mud tank to substructure complete with stairs.
 - (c) Tank shall be covered with bar grating.
 - (d) Hand rails shall be provided on all the outer boundaries of the tanks.
 - (e) The mud tanks and all other accessories are to be mounted on rugged oilfield skids. Mud tanks should be in good working condition and rugged enough to last the entire duration of contract including an extension if any, without having to undergo repairs irrespective of their movement.

- (c) **CABIN FOR MUD ATTENDANT:** A cabin of dimension 5' L x 5' W x 8' height mounted on a skid with one sliding door, 3 safety glass windows (on 3- sides), one knowledge box and one tool box and standard mud lab Baroid Model No. 821-40 shall be provided by the contractor. The inside walls of the cabin are to be provided with thermal insulation and laminated boards. The cabin shall be placed near the intermediate tank at the level of the walkway.

B) **RIG AIR SYSTEM:**

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

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

C) **WATER SYSTEM:**

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

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

Total storage capacity: 170 M3 (approx.)

Fitted with two centrifugal pumps (as water booster) having capacity minimum 80 m3 per hour and 26 m head and complete with suction and discharge lines for operation of either or both pumps. All the tanks should be fitted with 02(Two) no. of agitator each along with hopper arrangement for mixing chemicals

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

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

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

- (c) **Fuel Tank:**

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

NOTE:

- i) In case, the rig remains idle for want of a minimum required quantity of acceptable quality water, then 'NIL' day rate shall be applicable for the entire period of shut-down.
- ii) In case of total mud loss into the formation while drilling or in case of fire fighting, if the whole water stock is consumed, then 'nil' day rate will not be applicable. However, the contractor has to take urgent & all out effort to replenish the stock immediately in order to tackle the water problem.

- iii) If source water cannot be located within the plinth areas, because of sub-surface formation reason, the contractor shall have to set up water supply station at the nearest available source.
- iv) To cater the need of all emergencies an alternate adequate water source should be identified & arrangement should be kept ready to provide water to camp / well-site to meet the emergencies.

D. ELECTRICITY

- (a) Generation and supply of electrical power for running the entire operation and for various uses in the camp and well site shall be done by the contractor. Provision shall be made for standby generators both at camp & well site to ensure uninterrupted supply of electricity. Adequate lighting shall be provided in the camp, campsite, and drill site by the Contractor. Supply of electricity to company's mud logging unit and other equipment which operate on 220/415V - 50 Hz shall also be the contractor's responsibility at their cost. The contractor must provide facility for running all electrical equipment of OIL & their own both at 50Hz - AC and 60 Hz AC capacity wherever they are applicable. Rig lighting system shall conform to API standard and be connected to the main rig power system. Standby provision should be kept to meet the requirement as and when necessary. In addition the contractor must provided 5 (Five) Nos. of Flasher type aviation warning light for fixing at mast and conforming to API standard, which shall be used as per OIL#s instruction.
- (b) All electrical equipment such as motors, light fittings, push button stations, plug & sockets, junction boxes, motor starters etc. used in hazardous area should be suitable for use in hazardous areas of Zone I and Gas group IIA & IIB of Oil Mines and shall conform to IS/IEC/EN:60079-0:2011 & IS/IEC/EN:60079-1:2007. The bidders shall submit test reports conforming to the above relevant standards from an Indian Government Laboratory or NABL accredited laboratory or IECEx accredited laboratory or ATEX notified body, which is not a part of manufacturer's facility. Bidder shall provide copies of above test reports along with technical bid. Above Test Reports no should be engraved on the name plates of such equipment.

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

- (c) Transformer, Lighting Transformer, Generator
In case of 3-phase and 4 wire systems & the middle conductor of a 2 phase 3 wire system - The neutral conductor shall be earthed by not less than two separate and distinct connection with a minimum of two different earth electrode or such large number as may be necessary to hiring the earth resistance of neutral to a satisfactory value (I.E rules no 61 (1) (a)).
- (d) The neutral system should be such that, the fault current shall not be more than 750 m A in 550/1100 volt system for oil field. The magnitude of the earth fault current shall be limited to the above value by employing suitable designed restricted neutral system of power supply (I.E rule 116 (i))
- (e) **Earth leakage protective device:**

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

- (f) All the electrical equipment, PCR, Diesel tanks, Mud tanks should be double earthed.
- (g) The bidder must obtain and furnish the following documents which are statutory requirement. These must be provided before mobilization of the rig. Mobilization shall not be considered complete unless these documents are submitted. Electrical equipment without proper Test reports as mentioned in clause D.(b) above, cannot be deployed/ installed and operated in the hazardous areas of the drilling well.
 - i) Test Report confirming the conformance to IS/IEC/EN:60079-0:2011 & IS/IEC/EN:60079-1:2007 for all the electrical equipment/ components/ accessories which are to be used in hazardous area [Zone 1 and Zone 2, Gas groups IIA and IIB] of the drilling well. The bidders shall submit test reports conforming to the above relevant standards from an Indian Government Laboratory or NABL accredited laboratory or IECEx accredited laboratory or ATEX notified body, which is not a part of manufacturer's facility
 - ii) Single line power flow diagram of the rig.
 - iii) A Plan layout of electrical equipment used in the rig.
 - iv) Details of all electrical motors, control gear, other equipment and accessories used in the classified hazardous areas of the rig as per ANNEXURE -I enclosed.
 - v) Details of alternators, electrical motors, control gear, all cables, other equipment and accessories used in non-classified areas of the rig as per Annexure - II, enclosed.
 - vi) A layout of the complete earthing system including earthing of diesel tanks, PCRs, AC & DC motors, starters, alternators & any other electrical equipment used for the purpose.

Note: Bidders have to furnish a list of Electrical equipment to be used in hazardous areas as per format given in Annexure-I & II. The Electrical equipment must have Test Report of flame-proofness conforming to the relevant standards as per OMR-2017 and subsequent guidelines from DGMS from an Indian Government Laboratory or NABL accredited laboratory or IECEx accredited laboratory or ATEX notified body, which is not a part of manufacturer's facility

- (h) Pressurized type driller's console and foot throttle should be used in the rig. Air purging system should be provided for the above.
- (i) The entire electrical installation job should be carried out as specified in the latest version of Indian Electricity rule and relevant standards and precaution should be adopted in the Oil field as specified in the India Electricity rule.
- j) All Electrical Cables used in the Drilling Rig should be multi core flexible copper cables (armoured or screened) of 1000 volts grade, EPR insulated, CSP/NBR sheathed. All electrical cables shall conform to the provisions stipulated in line with IS-9968 read with the latest BHEL specifications (OR12003, OR12002 & OR12005) as the case may be.

E. MOBILE EFFLUENT TREATMENT PLANT / EFFLUENT MANAGEMENT

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

1. Capacity: The ETP shall have the capacity to handle 50 – 150 cubic meters input per day along with a Centrifuge capacity of minimum 8m³/Hr in the flow cycle after dosing system and other treatment tanks but before final filtration process. For solid effluent, it shall have the capacity to handle 50 cubic meters input per day including solid cakes come from mechanical separation unit.
2. The liquid and solid output from the ETP shall conform to the recent CPCB (Central Pollution Control Board) and SPCB (State Pollution Control Board) norms and follow MoEF (Ministry of Environment & Forest) guidelines published time to time. The liquid output coming out from ETP (final output) shall conform to the standard IS 10500 (or recent amendments for potable water).
3. The treatment process shall be of chemical separation and mechanical separation.
4. The plant will be within inside mining area and shall comply with new OMR 2017
5. Test Report of flame-proofness conforming to the relevant standards as per OMR-2017 and subsequent guidelines from DGMS shall be required- if any in some specific equipment as per OMR- 2017
6. Laboratory facility with competent personnel to test and report output analysis.
7. ETP shall be efficiently operating condition from the day of spud - in to day of declaration for ILM to next location.

F. **MISCELLANEOUS ITEMS**

- (a) Dog house
- (b) Two section cat walk and pipe racks of sufficient capacity and length.
- (c) Storage and tool house.
- (d) Pipe and casing rack of suitable height and adequate capacity.
- (e) Suitable arrangement at the end of flow nipples of well head for fixing gas monitoring equipment, with a suitable shed for the gas logger at that location.
- (f) Gas Monitoring apparatus.

G. **DRILLING INSTRUMENTATION:**

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

- (a) Martin Decker type E/EB or equivalent wt. indicator complete with accessories and suitable wire line anchor for appropriate number of lines strung at Driller console.
- (b) Driller's console should contain 1 No. of suitable Mud pressure gauges (additionally one on stand pipe manifold, one each at each mud pumps), weight indicator, tong torque system, rotary torque gauge, Rotary RPM,

Rotary & Top drive Torque and pump SPM counter for each rig pump, remote mud pump pressure gauge, Mud Vol. Totalizer, Return Mud flow, Trip Tank Level, Hole Depth, Bit Position, Casing Pressure, ROP. It should include emergency honking system, signal alarm and visual display boards at strategic points.

- (c) Advanced integrated Drilling Instrumentation System to be provided for recording of Hook Load, Weight on Bit, ROP, Rotary & Top drive Torque, RPM, SPM-1, SPM-2, SPM-3, Hole Depth, Bit Position, Total SPM & Stand pipe pressure, Total Strokes, Mud Volume of individual tanks, Trip Tank Level, Active Mud Volume, Mud Loss/ Gain, Mud Temp in, Mud Temp Out, Return Mud Flow, Tone mile, Tong line pull, Casing Pressure. However, in addition to above, digital / analog display of applicable parameters shall be provided.
- (d) One intercom telephone system for Rig communication between rig floor and other areas of the rig to be provided which should have flame proof fittings at hazardous places and should be approved by statutory authorities
- (e) Calibrated Pressure Gauges are to be provided at Stand pipe manifold, Choke manifold, Discharge of individual mud pumps
- (f) Gas Detection System for Three/Two fixed locations (Flow line, Shale Shaker and after Degasser on Mud tank) as per OISD & DGMS guidelines with alarms (Local/Remote) and other accessories

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

GENERAL NOTES:

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

The above shall be furnished with the bid.

- (f) The digging of deep tube wells at the respective sites and installation is Company's responsibility however Supplying all equipments/materials for

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

- (g) Supply of LDO/LWC for mud preparation and for meeting other downhole eventualities will be the company's responsibility. The Contractor shall also provide fuel for all of their vehicles and other stationary engines.
- (h) All sorts of lubricants for day to day operation of various rig equipments shall be supplied by the Contractor. Also, various spares for rig components shall be stocked / supplied by the Contractor.
- (i) All sizes of drilling bits as required separately under different casing / hole policy shall be provided by OIL. Contractor will supply on request, bits selected by OIL at actual cost + 5% handling charge.
- (j) At least 4 Nos. of non - rotating rubber sleeve stabilizers for 5" OD x 19.5 PPF x Gr. E/G drill pipes with sufficient nos. of spare replaceable rubber sleeves.
- (k) Wire line Logging Service: All logging requirements as depicted in the drilling programme will be met by OIL through its in-house or through logging service Providers.
- (l) Well killing: The primary responsibility of well killing and all related operations shall lie with OIL. OIL shall provide man, material and fire service for this purpose. OIL shall render help in civil administration when such a situation arises. Competence of the Contractor's well killing operation shall be decided by OIL. Based on this, OIL reserves the right to bring in external experts. The resultant cost thereof shall be borne by the contractor, in the event that the blow out occurred due to negligence of the Contractor.

7.4 CIVIL ENGINEERING WORKS

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

- i) Approx. plinth areas - 6500 Sq. m
- ii) Concrete volume - 250 to 280 cum
(For foundations of slush pumps, drilling rig, rig engines, etc.)
- iii) Hard standing area: 3800 Sq.M
- iv) Effluent pit volume:
8,00,000 gal for Development well.
10,00,000 gallons for Exploratory well.
- v) Safe Bearing Capacity: 8.0 Kg/Sq.cm

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

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

- a) Rig layout drawing clearly indicating areas where road / hard standing is required.
- b) Substructure foundation design and detailed working drawing.
- c) Cellar foundation design and detailed working drawing. Also, indicate maximum allowable cellar foundation size.
- d) Structural configuration and load distribution of the rig package / equipments.
- e) Detailed design and working drawing of any other equipment requiring cement/concrete foundation.
- f) All approach roads to well site and hard standing of well sits will be made from gravel locally available without any black topping what so ever as per prevailing practice.

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

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

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

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

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

7.4.7 Sinking of drinking water tube well and recovery of water for rig/well-site and for contractor's camp at well-site. However materials (hand-pump/ pump(s), pipes etc) required will be provided by the contractor. Sinking of source water tube well, lifting and storage/supply of source water for Rig/ well operation including all required materials / equipment / pumps etc will be contractor's responsibility.

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

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

Note:

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

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

- a. Power flow diagram of the rig.

7.6 **ASSOCIATED SERVICES:**

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

A. **MUD ENGINEERING SERVICES**

- i) Standard Mud testing laboratory with the requisite mud testing equipment including but not limited to Fan Viscometer, API & HP-HT fluid loss apparatus, lubricity testing equipment etc. along with the laboratory & necessary mud testing equipment/ apparatus etc. shall be provided by the contractor.
- ii) OIL shall submit a detailed stage wise mud programme based on the depth data/casing policy as indicated in this document including their recommended dosage for mud additives and optimum range of mud parameters which need to be maintained by Contractor at the well site for achieving trouble free drilling operations.
- iii) Shift wise mud report in detail (as per standard IADC Proforma) indicating all mud properties like mud weight, viscosity, API fluid loss, HP-HT fluid loss, 'O' gel/15' gel, mud stock, details of chemicals/additives mixed during the shift, the operating condition of solid control equipment, Mud hydraulics etc. shall be prepared and submitted to the company representative.
- iv) The Contractor must ensure proper maintenance of mud parameters to avoid damage to producing formations and maintain a good bore hole. He should also ensure the availability of mud chemicals at well site by submitting his requirement to the company's representative well ahead of time.
- v) In case of any difference of opinion at any stage, with regard to mud policy, OIL's mud programme shall prevail and the Contractor must use OIL's mud policy at that point of time.

B. **CEMENTING SERVICES**

- (a) OIL shall perform the cementation jobs at the wells planned to be drilled. The Contractor shall provide the following tools, equipment and services to enable OIL to carry out the jobs successfully.
 - i) Compressor as per specification or equivalent, specified in Annexure III, to be utilized for loading/off-loading of oil well cement at well site. The requisite spares for compressor is to be maintained by contractor.
 - ii) Both slush pumps shall be used (individually or in conjunction) to pump cement slurry. Expected parameters are 3500 psi, (max.) 400 GPM.
 - iii) Unloading of OIL's cement from transport silos to field silos & vice - versa at well site.
 - iv) Field silos (OIL's) attached to the rig shall be rigged up / down, operated, maintained and transported by the Contractor.

- v) OIL shall provide a platform with a set of hoppers, bucket tank (4#x4#x2#) to the Contractor/which shall be operated and maintained by the contractor. All necessary lines & fitting for above arrangement will be provided by OIL.
- vi) Transportation of materials as mentioned in `d# shall be Contractor's responsibility during ILM.
- vii) The Contractor shall provide suitable air connection with suitable air and lube oil regulator to tap air pressure from main air supply of the rig or its branches for hooking upto cementing silos for pneumatic loading/unloading of cement to the cement hoppers/field silos.
- viii) Contractor shall assist to deploy all other cementing services/contract which may be provided by company in future.
- ix) Slurry mixing/gauging water pump, reciprocating type of adequate pressure and volume, during entire cementing operation. The pump should be Make-Bourn Drill Model-MP10-7.5 or suitable equivalent having following specifications:

Liner size: 6"
 Stroke length: 10"
 Discharge Volume: 427 US GPM.
 Maximum Discharge Pressure: 574 PSI
 Input Horse Power: 75 HP
 Engine: 6YDA, 92 HP at 1800 rpm

- (b) The Contractor shall be required to assist OIL in performing all cementation jobs at all the wells.
- (c) OIL may at any time decide to utilize a cementing unit for carrying out the cementation job. Further the Contractor will carry out cleaning / flushing of cementing unit and associated surface lines after completion of the cementing jobs.
- (d) The size of field silos to be provided by OIL shall be 8.06 m(H) x 2.75 m (W) x 2.75 m (W) = 2 Nos. or as available.

(e) **Other functions**

A cementation job includes all primary, secondary and plug cementation of a well. The mode and schedule of cementation of the well where the Contractor's rig is deployed at the time shall be fixed by OIL. The Contractor shall render all personnel, machinery, infrastructure (except the items mentioned under clause B (a). v above), water, air, etc. to carry out the jobs successfully.

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

Fixing of cementing accessories and equipment

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

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

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

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

Pre cementation equipment readiness

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

One remote electrical control panel to operate the rig slush pumps should be installed at a suitable place near slush pumps for operation and control of the pumps by the Cementing Engineer.

During cementation readiness

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

Post cementation follow up action

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

C. CORING SERVICES:

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

D. **CATERING SERVICES**

1. A suitable catering service serving Indian and continental food to the contractors personnel and 20 nos. OIL designated personnel shall be made available per day during the entire contractual period by the contractor. The Contractor shall also provide catering service to all the Service Providers engaged by OIL on chargeable basis under their purview.
2. Skid mounted modular kitchen having all kitchen essentials should be provided for cooking purpose.

Note: Cooking in temporary sheds will not be allowed.

E. **MEDICAL SERVICES:**

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

F. **CAMP AND OTHER ESTABLISHMENT:**

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

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

NOTE:

- i) The Contractor should bring light and easily transportable dwelling units for camp establishment.

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

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

(As per API wherever applicable)

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

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

- i) In case of any non conformity in the connections/sizes between various equipment and tools to be provided by the Contractor, which depart from the generally adopted procedure followed for a particular equipment / tool of the rig package, the company reserves the right to ask the contractor to provide all necessary accessories to use such items without any obligations on the part of the company. This clause shall not however, be unduly exercised without consultation/ agreement with the Contractor.
- ii) The Contractor shall erect, commission, dismantle the cementing field silos along with platform with sets of hopper, bucket tank & fitting which shall be handed over to the contractor at the first well for cementation. The contractor shall draw or tap required air supply from the auxiliary lines from the contractor's rig compressor for its operation. After completion of the well the same should be transferred to the next forward location by the contractor as part of the rig package.
- iii) Loading of Barites shall have to be carried out by the Contractor.

- iv) The Contractor shall provide one no. chemical godown with floor space of approx. 660 Sq.ft. of appropriate dimensions with proper raised brick soled cemented/wooden flooring for storing of chemicals, LCM etc.
- v) The Contractor should ensure that AVIATION WARNING LIGHTS on the crown of the mast should be provided as per Aviation Standards.
- vii) Contractor shall assemble, dismantle, move all OIL's designated items- if any attached with the rig without any obligation to OIL.

I. PERSONNEL TO BE DEPLOYED

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

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

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

II) The Rig Manager/Rig Superintendent/Area Manager has to be present at site all the times and should report to Drilling 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:

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

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

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

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

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

OR

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

- g. **TOPMAN**: Should have minimum 1 year experience as Top man in a drilling rig.
- h. **FLOOR-MAN/ROUSTABOUT**: Should have sufficient knowledge/ experience in working at derrick floor in a drilling/Work over rig with at least one year experience as Floor man/Rig man.
- i. **MECHANICAL ENGINEER**: Should have a degree in Mechanical Engineering or Diploma in Mechanical Engineer with minimum 6 years experience in Diesel Electrical Drilling Rig.
- j. **MECHANIC (IC) / (PUMP)**
- Should have a minimum working experience as Master mechanic in drilling rig.
 - Should have sufficient knowledge of operation and maintenance of Drilling/work over rigs and its components viz. engines, rig pumps supercharge pumps, centrifugal pumps, solid control equipment, degasser, shale shaker and all other mechanical items/engines operating in drilling rigs.
 - Qualification: Diploma in Mech./Chemical B.Sc or equivalent with 3 years experience or SSC/HS/PU/I.Sc or equivalent with 6 years experience. Out of which at least one year as Mechanic in Drilling /Work over rig.
- k. **ELECTRICAL ENGINEER / CHIEF ELECTRICIAN**: Should have Degree in Electrical Engineering with minimum 3 years experience OR Diploma in Electrical Engineering with 5 yrs experience in Diesel Electric / AC VFD drilling rigs. He should be confident in independently carrying out the fault finding analysis, rectification of fault, operation and maintenance of all the electrical items of diesel electric drilling rig including the air conditioners. He must possess valid Electrical Supervisor's Certificate of Competency with Parts 1, 2, 3, 4 & 8) issued by State Licensing Board and should be conversant with Oil Mines Regulations and Electricity rules. Diploma and ITI certificate holders are not acceptable as Electrical Engineers. Moreover, the Electrical Engineer must be conversant with the existing AC/SCR system of drilling rigs like HILLGRAHAM UK, General Electric USA and BHEL MAKE (CED) Bangalore system.

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

- l. **RIG ELECTRICIAN**: Must be diploma / ITI in Electrical discipline with minimum 3 yrs. / 8 yrs. Experience respectively in the operation and maintenance of diesel electric drilling rig independently in shifts. He should be able to read circuits, communicate, detect and rectify faults. He must possess valid Electrical Work Permit (with Parts I & II) issued by State Licensing Board.

- m. **WELDER**: Should have adequate experience in working in drilling wells and must be conversant of welding of casing and well head accessories. He must possess the certificate of welding trade from any recognized institute of State Govt. (One year course).
- n. **MUD ENGINEER**: The minimum educational qualification should be science graduate with chemistry as a subject from a recognized university.

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

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

i. Qualification:

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

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

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

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

Category	Nature of duty		Min. Experience
Suitable medical services with First Aid Trained personnel shall be provided by	Available for 24 hours/day	One	05 yrs

the Contractor on round the clock basis.			
Cook for camp site	2 Nos.		With adequate experience
CampBoss	Available for 24 hours/day	One	- do -
Laundry attendants	Each 12 hrs / per day 2 Nos.		- do -
CampCleaner	1 No.		- do -
Field administrator	On call basis 12 hrs	One	- do -

Note :

- a) An undertaking from all the personnel as per Annexure V should be forwarded after deployment of manpower prior to mobilization.
- b) The personnel deployed by the contractor should comply with all the safety norms applicable during operation.
- c) **Medical Fitness:**
 - i) The Contractor shall ensure that all of the Contractor Personnel shall have had a full medical examination prior to commencement of the Drilling operation.
 - ii) A qualified and registered doctor shall conduct all such medical examinations in accordance with accepted medical standards.
- d) **Training Courses:**
 - i) The Contractor shall ensure that all of the Contractor Personnel performing services hereunder shall have attended all safety and operational training courses such as mines vocational training etc. required by applicable law and as is generally consistent with international petroleum industry practice and/or as otherwise required by the Company.
 - ii) The Contractor shall, if requested, forthwith produce valid and current certificates of completion or attendance for the Company's inspection.
- e) Personnel should be well versed in 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).
- f) Area Manager will operate in well site only. He shall operate from places other than well site on specific permission of OIL.
- g) Adequate number of experience personnel to run the camp / kitchen / Mess smoothly should be kept. One camp boss on 24 Hrs. basis will be

responsible for smooth running of the camp/mess. Kitchen and cooking shall be supervised by a qualified chef.

- h) Contractor should deploy other personnel at rig site, which shall include drivers, Rig fitters, carpenters warehouse personnel, security men, (both at well site and camp site), power casing tong operator, mobile effluent treatment plant operator and laboratory assistant, services of unskilled labour as and when required for following multiple jobs.

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

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

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

J. **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 and 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 dealings with the Government agencies. The Contractor shall provide pre-fabricated XPM/ Panel re-usable type fencing, gate at drill site, camp site etc. Company in no case will be involved in security related issues relating to Contractor's personnel and equipment/ material. Contractor shall also be responsible for safety and security of Company's personnel, equipment/ material etc in the well-site and camp site.

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 'Drilling Unit' means drilling rig complete with pumps, power packs, mobile effluent treatment plant and other accessories and equipment as listed in the Contract.
- 1.2 "Associated services" means equipment and services, asked for, along with Drilling unit in this bid document. These include but not limited to mud engineering, deviation drilling tools, 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 and listed in the Contract.
- 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 Sate" means the date on which the first well under this contract is spudded in.
- 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" mean 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 spudding in of the next well.
- 1.17 "Spudding in of the well" means the initiation of drilling of the well and the very first hit on well centre of the new location after alignment and after the rig preparation is complete in all respects subsequent to clearance from safety, audit and the Company representative.
- 1.18 "Drilling Operation": Means all operations as generally understood for drilling Oil/Gas wells, more particularly all the operations required to be carried out pursuant to this contract.

2.0 **MOBILIZATION**

- 2.1 The mobilization of the Drilling Unit and associated services shall commence on the date of receipt of the letter of Intent awarding the Contract and continue until the complete drilling unit is properly positioned at the first drilling location, rig-up operations completed and the well is actually spudded in.
- 2.2 The contractor will advise readiness for commencement of mobilization / shipment to company after the commencement date, at least 3 days before actual mobilization / shipment commences.
- 2.3 Mobilization charges will be payable after the commencement date as certified by the company.
- 2.4 Company at its discretion may allow drilling 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.

- 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 Duliajan 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 behavior 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 drilling 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 and for twelve (20) of company designated personnel free of charge.

- 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 qualified First Aid Trained personnel including an ambulance at Contractor's cost. However, OIL may provide services of OIL Hospital as far as possible in emergency on payment.
- 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. The camp should have proper water filtration plant for drinking water.
- 5.5 Contractor will provide all lubricants for operation of contractor's equipment both at drill-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 drill-site and campsite for meeting both contractors' as well as company's requirement.
- 5.7 Zero day rate 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 DRILLING 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 drilled to a depth as specified in the drilling programme but subject to the condition that company may elect to drill a well to a depth either lesser or deeper than originally planned. However, it shall be within the drilling depth range and maximum casing section depth of the rig.
- 6.3 The drilling Unit and all other equipment and materials to be provided by Contractor shall be in first class working condition.
- 6.4 The drilling programme provided by company shall primarily include planning of the following:
- a) Well structure & deviation plan.
 - b) Casing programme.
 - c) Well head assembly including production well head.
 - d) Expected formation details.
 - e) Mud rheology and physico-chemical parameters.
 - f) Coring programme (if any).
 - g) Cementing programme.

- h) Drill stem testing programme (if any).
- i) Wire line logging programme.
- j) Mud hydraulics programme.

6.5 Well testing programme provided by the Company primarily may include the following:

- a) Well testing programme.
- b) Well head assembly, blow out prevention system.
- c) Details of workover string.
- d) Mud hydraulic programme.
- e) Cement repair programme (if any).
- f) Wire line logging programme.
- g) Drill out plug and packers (if any).
- h) Casing repair job.
- i) Gas and water injection programme.
- j) Wire line operation including perforation.

6.6 Completion of drilling shall occur when the well has been drilled to the required depth with casings lowered, cemented, logged satisfactorily, hermetically tested, and drill pipes broken off and initial production testing carried out unless otherwise advised by Company.

6.7 Upon completion of a drilling 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.

6.8 Operation of Drilling Unit: Contractor shall be solely responsible for the operation of the Drilling Unit including but not limited to supervising rig move operations and positioning and rigging up at drilling location as required by Company as well as such operations at drilling locations as may be necessary or desirable for the safety of the Drilling Unit.

6.9 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.

6.10 Cores: Contractor shall take either rat-hole or full-hole, conventional or diamond cores between such depths as specified by company and in the manner requested by company and shall deliver at the location all recovered cores to company.

6.11 Cuttings: Contractor shall save and collect cuttings samples according to company's instructions and place them duly labeled in containers furnished by company.

6.12 Hole Inclination: Contractor shall do his best in accordance with good oil field drilling practices to maintain the deviation of the hole within the limit specified by the company in the drilling programme. Should the well deviation from vertical exceed the above-specified limit, contractor will take necessary steps to bring the hole within permissible limit as requested by the company. The Contractor will deliver all such deviation survey records to the company. No separate charge shall be payable for this service and it will be covered under per day rate.

- 6.13 **Planned Deviation Drilling:** Contractor shall do his best in accordance with good oilfield drilling practices to maintain planned deviation of the hole within the limit specified by the company in the drilling programme. The contractor shall deliver all deviation survey records to the company.
- 6.14 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. Specialized Tools/ Company will provide personnel for these operations.
- 6.15 **Depth Measurement:** Contractor shall at all times be responsible for keeping accurate record of the depth of the hole and record such depth on the daily drilling report and tally books. OIL shall have the right at any time to check measurements of the depth of the hole in any manner.
- 6.16 **Plug back and Sidetrack:** Upon being requested to do so by the company, Contractor shall cease drilling and carryout operations for plug-back and sidetrack of the hole.
- 6.17 **Casing and Cementing:** Lowering and cementing of all casings is contractor's responsibility. Contractor shall use best effort and methods to run and set casings of the sizes, weights/ grades and at depths as instructed by the company. Contractor shall allow-cement to set for a length of time as specified by the company. During such time, contractor shall assemble blowout prevention equipment and test the same in a manner satisfactory to company and otherwise make preparation for subsequent work. After cement has set, casing job shall be tested in a manner satisfactory to company, and contractor shall continue such testing until results satisfactory to company are secured. Any re-cementing or repairs to casing will be done at company's discretion. Cementation of all stages of casings shall be carried out by using contractors slush pumps, unless otherwise instructed in writing.
- 6.18 The Contractor will maintain the well fluids in a manner satisfactory to the company. The parameter of the drilling fluid shall be maintained by the contractor in accordance with specifications and / or formulations set forth by the company.
- 6.19 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.
- 6.20 **Adverse Weather:** Contractor, in consultation with company, shall decide when, in the face of impending adverse weather conditions, to institute precautionary measures in order to safeguard the well, the well equipment, the Drilling Unit and personnel to the fullest possible extent. Contractor and company shall each ensure that their representatives for the time being at well site, will not act unreasonably in the exercise of this clause.
- 6.21 **AMENDMENTS OF DRILLING AND COMPLETION PROGRAMME:** It is agreed that contractor shall carry out drilling, coring, testing, completions, abandonment, if any, and all other operations, in accordance with the well drilling and 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.
- 6.22 **APPLICABLE RATE FOR EXTENSION OF DRILLING BEYOND PROJECTION MADE IN TENDER (APPLICABLE FOR ALL SIZE & STAGES OF DRILLING):** It may be required to drill beyond the depth projected in this tender and also in those specified in well policy at no extra cost to OIL.

6.23 **WELL POLICY:** The drilling policy given in this document is tentative only. The depth, nature, area or all other factor may vary depending on the actual requirement at and during the time of commencement of the contract. The contractor shall be bound to 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 authorized to designate its representative, who shall at all times have access to the Drilling Unit, related equipment and materials and all records, for the purposes of observing, inspecting and designating the work to be performed hereunder by contractor. The contractor may treat company's representative at well site as being in charge of all company's and company designated personnel at well site. The company's representative may, amongst other duties, observe, test, check and control implementation of drilling, casing, mud and testing programmes, equipment and stock, examine cuttings and cores, inspect works performed by contractor or examine records kept at well site by contractor.

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

7.3 **WELL RECORDS:** Contractor shall keep an authentic log and history of each well on the daily drilling report prescribed by the Company and upon completion or abandonment of the well, deliver to Company, the original history and log, book, properly signed and all other data and records of every nature, relating to the drilling, casing and completion of the well. Such reports shall include the depth drilled formations encountered and penetrated, depth cored and footage of cores recovered, during the proceeding twenty four (24) hours, details of BHA in hole, details of drilling parameters maintained and any other pertinent information relating to the well

Contractor shall also provide the company -

- i) Daily drilling report on IADC pro-forma duly certified by Company's representative along with daily record-o-graph or drill-o-meter chart.
- ii) Daily mud report on IADC pro-form including mud stock, daily consumption and stock position of chemicals and daily mud hydraulics.
- iii) Daily report on P.O.L. consumption.
- iv) Daily report on effluent management with chemical analysis report of the output samples.
- v) Deviation charts/records on daily basis whenever applicable.
- vi) Casing tally/Tubular tally details: After each job.
- vii) Bit performance record: After completion of each well.
- viii) Well completion/well abandonment: After completion of a well successfully, contractor will provide drilling and completion report of the well with all information and events including above-mentioned information. In case of abandonment of a well, abandonment report, in addition to above, will be provided by the contractor in company's prescribed format or as per requirement.
- ix) Daily roster of contractor's personnel.
- x) Contractor shall maintain inventory of rig equipment & accessories at site, indicating their respective models, serial numbers, vintage, specifications etc. The Contractor shall maintain inventory list endorsed by the company representative and any addition & deletion of items will be intimated to company representative.

- xi) All items including consumables imported under #Nil# custom duty shall be recorded in proper format indicating date of receipt, type, consumption, date of replacement etc.
- xii) Contractor shall provide the list of items, equipment, and consumables etc to be re-exported by them after completion of services under this contract along with all relevant documents.

7.4 Confidentiality of Information: All information obtained by contractor in the conduct of operations hereunder, including but not limited to, depth, formations penetrated, coring, testing, surveying etc. shall be considered confidential and shall not be divulged by Contractor or its employees 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-I 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 de-mobilization 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 wells are to be drilled, including any certificate required for permits or licenses for the movement of contractor's personnel. Should such permits/ licenses be delayed because of objections of appropriate authorities in respect of specific Contractor's personnel, such personnel should be promptly removed from the list by the Contractor and replaced by acceptable personnel. For any stoppage of operations for such delays, no day rate will be applicable.

9.0 **PAYMENTS, MANNER OF PAYMENT, RATES OF PAYMENT, FORCE MAJEURE ETC.**

- 9.1 Company shall pay to the Contractor during the term of the Contract the amount due from time to time calculated according to the rates of payment set and in accordance with other provisions hereof. No. other payments shall be due from company unless specifically provided for in the Contract. All payments will be made in accordance with the terms hereinafter described.
- 9.2 Manner of Payment: All payments due by company to Contractor hereunder shall be made at Contractor's designated bank. Bank charges, if any will be on account of the Contractor.
- 9.3 Payment of any invoices shall not prejudice the right of company to question the validity of any charges therein, provided company within one year after the date of payment shall make and deliver to contractor written notice of objection to any item or items the validity of which in question.
- 9.4 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.
- 9.5 Contractor shall send invoice to company on the day following the end of each month for all daily or monthly charges due to the contractor.
- 9.6 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 spud-in of the first well.
- 9.7 Invoice for reimbursable charges related to the contract will be accompanied by documents supporting the cost incurred.
- 9.8 Contractor will submit 02(Two) sets of all invoices duly super scribed 'Original' and 'copy' as applicable to the company for processing payment. Separate invoices for the charges payable under the contract shall be submitted by the Contractor for foreign currency and Indian currency.
- 9.9 Payment of monthly invoices, if undisputed, shall be made within 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.
- 9.10 Company shall within 20 days of receipt of the invoice notify the contractor of any item under dispute, specifying the reasons thereof, in which event, and payment of the disputed amount may be withheld until settlement of the dispute, but payment shall be made of any undisputed portion on or before the due date. This will not prejudice the company's right to question the validity of the payment at a later date as envisaged in Clause 9.3 above.
- 9.11 The acceptance by Contractor of part payment on any billing not paid on or before the due date shall not be deemed a waiver of Contractor's rights in any other billing, the payment of which may then or thereafter be due.
- 9.12 Payments of other invoices as set forth in Clause 9.7 shall be made within 60 days following the date of receipt of the invoices by Company.
- 9.13 Payment of mobilization charges shall be made within 45 days following the date of receipt of undisputed invoices by Company. Mobilization should be complete in all respect before raising invoice.

9.14 Payment of demobilization charges shall be made when applicable within 45 days following receipt of invoice by Company accompanied by the following documents from the contractor:

- a) Audited account up to completion of the Contract.
- b) Tax audit report for the above period as required under the Indian Tax Laws.
- c) Documentary evidence regarding the submission of returns and payment 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.

9.15 Contractor shall maintain complete and correct records of all information on which contractor's invoice are based upto 2 (two) years from the date of last invoice. Such records shall be required for making appropriate adjustments or payments by either party in case of subsequent audit query / objection.

9.16 At the time of de-hiring of the Rig, Contractor shall dismantle the Rig and all other equipment and vacate the drill site within 30 days from date of de-hiring of the rig and remove litter and debris created by the contractor or it's sub-contractor in connection with the work otherwise ground rent will be charged @1% of ODR per day till the drill site is cleared, as handed over at the time of drilling. This amount will be recovered from the Final invoices.

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

10.0 **LIABILITY FOR THE WELL**

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

10.1 **Damage or loss of the Drilling Unit:**

- a) The Contractor shall at all times be solely responsible for any damage to or loss or destruction of the Drilling Unit and its other property irrespective of how such

loss, damage or destruction is caused, and even if caused by the negligence of the Company and/or his servants, agents, nominees, assignees, Contractors and subcontractor, and Contractor shall hold harmless and indemnify the Company from and against any expenses, loss or claim related to or resulting from such loss, damages or destruction.

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

10.2 **LOSS OR DAMAGE OF CONTRACTOR'S DRILLING UNIT OR SUBSURFACE EQUIPMENT:**

- a) Except as otherwise specifically provided in the contract, any damage to or loss, of the Drilling Unit and/or subsurface tools/equipment regardless of the cause or reason for said loss, shall be the loss of the Contractor, its underwriters or insurers. Contractor indemnifies OIL, its Co-licensees and its and their affiliates 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 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 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 Unit from operating areas to the satisfaction of the OIL. If the contractor unreasonably delays in removing the Drilling 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.

10.3 **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.

10.4 **BLOWOUT OR CRATER: COST OF CONTROL OF BLOWOUT**

In the event any Well being drilled hereunder shall go out of control (Blowout) due to any causes, Contractor will bear the cost and expense of killing the Well or otherwise bringing the Well under control upto US Dollar One Million for each incident and in this regard Operator shall indemnify and hold Contractor harmless in excess of US Dollar One Million for each incident. This applies only to the cost of bringing the well under control and is not to be interpreted as an assumption by Operator of any liability for injuries, to Contractor's personnel and or damage to the Drilling Unit, caused by such blowout to the Contractor, except

as otherwise provided under the terms and conditions of this Agreement.

- 10.5 **Use of Contractor's Equipment:** Company shall have the right to use the drilling unit and the entire contractor's equipment provided under the contract during such times as company or both company and the contractor are engaged in bringing the well under control.
- 10.6 **UNDERGROUND DAMAGE:** Operator agrees to indemnify and hold Contractor harmless from any and all claims against Contractor based on any incidents arising out of or occurring during the term of this Agreement on account of injury to, destruction of or loss or impairment of any property rights in or to oil, gas or other mineral substance or water if at the time of the act or omission causing such injury, destruction, loss or impairment such substances had not been reduced to physical possession above the surface of the earth, and including any loss or damage to any formation strata or reservoir beneath the surface of the earth.
- 10.7 **Pollution and contamination:** Notwithstanding anything to the contrary contained herein, it is understood and agreed by and between the Contractor and Operator that the responsibility for pollution or contamination shall be as follows:
- (a) The Contractor shall assume all responsibility for cleaning up and controlling pollution or contamination which originates above the surface of the water from spills or fuels, lubricants, motor oils, normal water base drilling fluid and attendant cuttings, pipe dope, paints solvents, ballast, bilge and garbage wholly in Contractor's possession and control and directly associated with Contractor's equipment and facilities, provided, however, Contractor's liability shall be limited to US Dollars One Million (US\$ 1 Million) where after the Operator shall indemnify and hold harmless Contractor for amounts in excess.
 - (b) Except as otherwise provided in article 10.7(a), Operator shall assume all responsibility for (including control and removal of the pollutant involved) and shall protect, defend and save the Contractor harmless from and against all claims, demands, and causes of action of every kind and character arising from all pollution or contamination, other than that described in sub-clause (a) above, which may occur from any cause including negligence of Contractor but not limited to, that which may result from fire, blowout, cratering, seepage of any other uncontrolled flow of oils, gas, water or other substances, as well as the use or disposition of oil emulsion, oil base or chemically treated drilling fluids, contaminated cuttings or caving, lost circulation and fish recovery materials and fluids provided however, Contractor's sole liability under this sub-clause is to reimburse Operator US Dollars One Million (US\$ 1 Million) of cost paid/incurred by Operator in control of the pollutant, clean up costs, or damage to a third party, provided said pollution results from contractor's sole negligence.

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

- d) Contractor shall assume all responsibility and liability for erection/ installation and efficient operation of the mobile Effluent Treatment Plant, dismantling prior to ILM for next location and maintaining the sample analysis report for both solid and liquid output conforming to SPCB Standard (desired output of treated effluent, expected effluent characteristics from various sources & test frequency are given below). conforming to SPCB Standard (desired output of treated effluent, expected effluent characteristics from various sources & test frequency are given below).

**PERMISSIBLE LIMIT OF CONSTITUENTS
IN OUTPUT OF ETP AS PER SPCB**

Sl No.	Parameters	Permissible Limit (not to exceed) SPCB
1	pH	5.5 -9.0
2	Temperature	40° C
3	Suspended Solids	100 mg/L
4	Oil & Grease	10 mg/L
5	Phenolics	1.0 mg/L
6	Cyanides	0.2 mg/L
7	Fluorides	1.5 mg/L
8	Sulphides	2.0 mg/L
9	Chromium (Hexa)	0.1 mg/L
10	Chromium (Total)	1.0 mg/L
11	Copper	0.2 mg/L
12	Lead	0.1 mg/L
13	Mercury	0.01 mg/L
14	Nickel	3.0 mg/L
15	Zinc	2.0 mg/L
16	BOD at 27° C for 3 days	30 mg/L
17	COD	100 mg/L
18	Chlorides	600 mg/L
19	Sulphates	1000 mg/L
20	Total Dissolved Solids	2100 mg/L
21	Percent Sodium	60 mg/L

Name of the sample : Composite sample of drilling mud effluents from Hydro cyclones

Sl. No.	Parameters	Units	Result
1.	Appearance	-	Greyish pourable mud
2.	Total suspended solid	Mg/I	65300
3.	Total Solid	Mg/I	66800
4.	Total Dissolved Solid	Mg/I	1500
5.	M. Value as CaCO3	Mg/I	120
6.	Chloride as Cl	Mg/	85
7.	Sulphate as SO4	Mg/I	1400
8.	Total Iron as Fe	Mg/I	60
9.	Total Chromium as Cr	Mg/I	5.6
10.	Hexavalent chromium as Cr	Mg/I	< 0.1
11.	Vanadium as V	Mg/I	< 0.2
12.	Total Heavy Metals as Pb	Mg/I	< 0.2
13.	Specific Gravity of Mud		1.03

Physio Chemical Characteristic of drilling mud (Waste Water)

Sl. No.	Parameters	Units	Result
1.	Appearance	-	Greyish pourable mud
2.	Total suspended solids	Mg/I	12990
3.	Total Solids	Mg/I	14490
4.	Total Dissolved Solids	Mg/I	1500
5.	M. Value as CaCO ₃	Mg/I	600
6.	Chloride as Cl	Mg/I	210
7.	Sulphate as SO ₄	Mg/I	25
8.	Total Iron as Fe	Mg/I	-
9.	Total Chromium as Cr	Mg/I	< 0.02
10.	Hexavalent chromium as Cr	Mg/I	< 0.02
11.	Vanadium as V	Mg/I	< 0.1
12.	Total Heavy Metals as Pb	Mg/I	< 0.2
13.	Specific Gravity of Mud		1.0074
14.	Total Oil	% (m/v)	1.0
15.	Free Oil	% (m/v)	0.8
17.	Emulsified Oil	% (m/v)	0.2
18.	BOD at 27°C for 3 days	mg/l	137
19.	COD	mg/l	825

Name of the sample : Sample Collected from vibrating screen

Sl. No.	Parameters	Units	Result
1.	Appearance	-	i. Hard Cake having solid consistency 36%. ii. Lower layer Black uplayer- Gray on dissolution with water in ratio 1.1
2.	Soil to Emulsified mud ratio	-	82:12
3.	Nature of Settling	-	Black mud separates out from emulsified mud in 2 to 4 Hrs.
4.	pH of the upper unsettleable layer	-	7.3
5.	M. Value as CaCO ₃	mg/I	148
6.	Chloride as Cl	mg/I	95
7.	Sulphate as SO ₄	mg/I	1650
8.	Iron as Fe	mg/l	68
9.	Total Chromium as Cr	mg/l	6.0
10.	Hexavalent Chromium as cr	mg/l	< 0.2
11.	Vanadium as V	mg/l	< 1.0
12.	Other Heavy Metals as Ph	mg/l	< 1.0

Test Parameters and tentative Frequency of various tests

Sl. No	Parameters	Permissible Limit (not to exceed) SPCB	Daily Testing at Site	Fortnightly Testing offsite by the Contractor
1	pH	5.5 -9.0	Yes	
2	Temperature	40° C	Yes	
3	Suspended Solids	100 mg/L	Yes	
4	Oil & Grease	10 mg/L	Yes	Yes
5	Phenolics	1.2 mg/L	Yes	
6	Cyanides	0.2 mg/L		Yes
7	Fluorides	1.5 mg/L		Yes
8	Sulphides	2.0 mg/L		Yes
9	Chromium (Hexa)	0.1 mg/L	Yes	
10	Chromium (Total)	1.0 mg/L		Yes
11	Copper	0.2 mg/L		Yes
12	Lead	0.1 mg/L		Yes
13	Mercury	0.01 mg/L		Yes
14	Nickel	3.0 mg/L		Yes
15	Zinc	2.0 mg/L		Yes
16	BOD at 27° C for 3 days	30 mg/L		Yes
17	COD	100 mg/L	Yes	
18	Chlorides	600 mg/L	Yes	
19	Sulphates	1000 mg/L	Yes	
20	Total Dissolved Solids	2100 mg/L	Yes	
21	Percent Sodium	60 mg/L		Yes

- e) 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. 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 **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.

12.0 CUSTOMS DUTY

- 12.1 Company shall use the Drilling units/tools with the Services under the Contract in the PEL/ML areas renewed / issued to Company after 1.4.1999 and therefore, as specified in Sl. No 357(A) table List-34 (condition No. 40 A) of Notification No. 12/2016 Customs dated 01.03.2016 for items imported in connection with petroleum operations under this Contract would attract zero customs duty. Company will issue Recommendatory Letter to Directorate General of Hydrocarbons (DGH), Ministry of Petroleum & Natural Gas, as per Government guidelines for issuance of Essentiality Certificate (EC) from Directorate General of Hydrocarbons, to enable the Contractor to import goods at concessional (Nil) customs duty so as to provide the services under this Contract provided these goods are specified in the List- 34 of the aforesaid Notification.
- 12.2 Bidder should provide the list of items to be imported by them under the Contract in the format specified in Proforma-A along with their bid for issuance of Recommendatory Letter to DGH. Contractor shall made written request to Company immediately after shipment of the goods indicated by them in Proforma-A, along with the Invoices and all shipping documents (with clear 15 working days notice) requesting Company for issuance of the Recommendatory Letter. OIL shall issue the Recommendatory Letter provided all the documents submitted by the Contractor are found in order as per contract. It shall be however, Contractor's responsibility to obtain EC from DGH and clear the goods through customs. OIL shall not be liable in whatsoever manner for the rejection of their claims for zero customs duty by any of the authorities including DGH. Contractor shall indemnify OIL from all liabilities of Customs Duty.
- 12.3 All imports and import clearances under the contract shall be done by the contractor and OIL shall not provide any assistance in this regard.**
- 12.4 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.
- 12.4.1 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.

12.5 Contractor must ensure that the spares and consumables imported by them for providing the services under Contract are properly used in executing their job under the Contract in the PEL/ML areas of Company for which EC has been obtained. Contractor shall furnish to Company a certificate as and when the spares and consumables are used/consumed certifying that the spares and the consumables imported by them have been consumed in those ML and PEL areas under the contract for which ECs were obtained by them. In order to avoid any misuse of the spares and consumables imported by the Contractor for providing the services under the Contract, Contractor shall furnish an Undertaking similar to that being furnished by Company to Customs of suitable amount before issue of the Recommendatory Letter.

12.6 DEMOBILISATION & RE-EXPORT : The Contractor shall arrange for and execute demobilization of the entire 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.

12.6.1 In the event all / part of the equipment etc. are transferred by Contractor within the country to an area where nil Customs Duty is not applicable and/or sold to a third party after obtaining permission from Company and other appropriate government clearances in India, then Contractor shall be fully liable for payment of the Customs Duty.

12.6.2 Contractor must furnish an undertaking that "the equipment imported and also spares & accessories which remained unutilized after the expiry of the contract, would be re-exported at their own cost after completion of contractual obligation after observing all the formalities/rules as per Customs Act or any other relevant Act of Govt. of India applicable on the subject". In case of non-observance of formalities of any provisions of the Customs Act or any other Act of Govt. of India, the Contractor shall be held responsible for all the liabilities including the payment of Customs Duty and penalties to the Govt. on each issue. Non-compliance of these provisions will be treated as breach of contract and their Performance Bank Guarantee will be forfeited.

12.6.3 In the event all / part of the equipment etc. are transferred by Contractor after expiry/termination of the contract within the country to another operator for providing services, and/or sold to a third party, Contractor shall obtain all necessary Govt. of India clearances including the Customs formalities for transferring to another operator and/or sale of the Rig package, its accessories, equipment and the unused spares and consumables to a third party. Company will not be responsible for any non-compliance of these formalities by Contractor. Payment of Customs Duty and penalties(if any) imposed by Govt. of India or Customs authorities for transferring the items in part or in full to an area where

Nil Customs Duty is not applicable or sale of the items shall be borne by the Contractor and Contractor indemnifies Company from all such liabilities.

13.0 **CONFIDENTIALLY:**

Contractor agrees to be bound by professional secrecy and undertake to keep confidential any information obtained during the conduct of drilling operations, including, but not limited to, formations penetrated, results of coring, testing and surveying of the well. And to take all-reasonable steps to ensure the contractor's personnel likewise keep such information confidential.

13.1 This obligation shall keep in force even after the termination date and until such information will be disclosed by company.

13.2 Contractor shall handover to company all company's documents or drafts concerning operations carried out and which are still in its possession before transferring the Drilling Unit to another sphere.

13.3 Contractor shall forbid access to the Drilling Unit to any people not involved in the drilling operations or not authorized by the company to have access to the drilling Unit, however, this provision is not applicable to any Government and/or police representative on duty.

14.0 **RIGHTS AND PRIVILEGES OF COMPANY:** Company shall be entitled -

14.1 To check the Drilling Unit and Contractor's items before the commencement Date. If they are not found in good order or do not meet specifications as per Section IV or in case of non-availability of some of the Contractor's items listed therein, the contractor may not be allowed for commencement until the contractor has remedied such default.

14.2 To change the drilling programme, mud programme, well depths to complete or abandon any well at any time.

14.3 To approve the choice of sub-contractors for any essential third party contract, concerning materials, equipment, personnel and services to be rendered by contractor. Sub-contract may be entered into by contractor only after company's approval.

14.4 To check, at all times, contractor's stock level, to inspect contractor's equipment and request for renovation or replacement thereof, if found in unsatisfactory condition or not conforming to regulations or specifications.

14.5 To order suspension of operations 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.

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

15.0 **EMERGENCY**

15.1 Without prejudice to clause 10.2.5 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.

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

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

16.0 **DURATION:**

The rates, terms and conditions shall continue until the completion or abandonment of the last well being drilled and completion of testing operation.

17.0 **HEADINGS:**

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

18.0 **DEFICIENCY**

In the event of the Contractor failure to strictly adhere in providing the minimum requirements of key personnel as set out in section IV, Clause 7.6, I, the penalty shall be levied at the following rates.

FAILURE	PENALTY
a) Failure to provide Area Manager and tool pusher / Tour Pusher	At the rate of 5% of the operating day rate for the period of non-availability of the Area 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 these mentioned in a) & b).	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' and '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 rates if operation is suspended for non-availability of key personnel.

18.1 **Effluent Treatment Plant (ETP):** Zero-rate will be applicable if OIL decides not to continue operation due to non-function of the ETP. However, stand-by rate will be applicable if OIL decides to continue operation without ETP or operation of the ETP not meeting the scope of work as per the NIT.

19.0 **INTER-LOCATION RIG MOVE STANDARD**

19.1 Rig movement for a distance of thirty (30)Kms will be twelve (12) days. For lesser or more kilometerage, the time allowed shall be in proportions of one (1) day for each 30 KM or part thereof.

19.2 The time for inter-location movement suspended by force majeure, shall be extended by the period for which the Force majeure conditions last. No day rate will be payable for extended period due to force majeure conditions.

19.3 The ILM charge shall be discounted by 5% for each day's delay beyond the standard, as stipulated in 19.1 of total cost for inter-location movement rate payable for that particular rig movement, when the rig move is delayed beyond the standard.

20.0 **PREVENTION OF FIRE AND BLOWOUTS**

20.1 Contractor shall use the Blowout Prevention Equipment specified in this Agreement, on all strings of casing unless otherwise directed by Operator 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 well. 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.

20.2 Contractor shall test the BOPs by making pressure test at least 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 drilling report. Replacement of all blowout prevention rubber parts shall be on Contractor's account.

20.3 Contractor shall use all reasonable means to keep the hole and all strings of casing filled with Drillingfluid at all times.

21.0 **SAFETY**

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

22.0 **DISCIPLINE:**

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

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 10 days from the time of such instruction given by the Company. If no replacement has been provided within this time the Operator shall reduce the daily rate by the amount specified for this category under Clause 18.0 above until such replacement has been provided. The person so removed shall not be employed again without the prior written consent of the Operator. Contractor shall not permit any of its employees, representatives, agents or sub-contractors to engage in any activity which might reasonably be considered to be contrary or detrimental to the interest of the Company.

23.0 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.

24.0 EFFLUENT PIT BUNDS:

- i. Regular checks are to be made to ensure that there are no leakage/ seepage/ overflow of effluents from the pit into the surrounding areas.
- ii. The bunds/walls of the effluent pit are to be checked for any breaches during the operation and the same are to be repaired immediately if there are no breaches.

25.0 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.

26.0 COMPREHENSIVE 'HSE' GUIDELINES:

1. The contractor shall strictly comply with the applicable and prevailing provisions of the Mines Act 1952, OISD Guidelines, and 10th Conference Recommendations of Safety in Mines. A copy of provisions of 10th Conference Recommendations in the form of "General HSE Points" is available in the office which may be issued to successful bidders at the time of need.
2. It will be solely the Contractor's responsibility to fulfill all the legal formalities with respect to the Health, Safety and Environmental aspects of the entire job (namely; the person employed by him, the equipment, the environment, etc.) under the jurisdiction of the district of that state where it is operating. . Ensure that all sub-contractors hired by him comply with the same requirement as the contractor himself and shall be liable for ensuring compliance all HSE laws by the sub or sub-sub contractors.

3. Every person deployed by the contractor in a mine must wear safety gadgets to be provided by the contractor. The Contractor shall provide proper Personnel Protective Equipment 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.
4. 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.
5. 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.
6. Keep an up to date SOP and provide a copy of changes to a person designated by the Mine Owner/Agent/Manager.
7. Contractor has to ensure that all work is carried out in accordance with the Statute and SOP and for the purpose he may deploy adequate qualified and competent personnel for the purpose of carrying out the job in a safe manner. For work of a specified scope/nature, he should develop and provide to the mine owner a site specific code of practice in line.
8. All persons deployed by the contractor for working in a mine must undergo Mines Vocational Training, initial medical examination, PME. They should be issued cards stating the name of the contractor and the work and its validity period, indicating status of MVT,IME& PME.
9. The contractor shall submit to DGMS returns indicating - Name of his firm, Registration number, Name and address of person heading the firm, Nature of work, type of deployment of work persons, Number of work persons deployed, how many work persons hold VT Certificate, how many work persons undergone IME and type of medical coverage given to the work persons
10. The return shall be submitted quarterly (by 10th of April, July, October & January) for contracts of more than one year. However, for contracts of less than one year, returns shall be submitted monthly.
11. It will be entirely the responsibility of the Contractor/his Supervisor/representative to ensure strict adherence to all HSE measures and statutory rules during operation in OIL's installations and safety of workers engaged by him. The crew members will not refuse to follow any instruction given by company's Installation Manager/Safety Officer/Engineer/Official/Supervisor/Junior Engineer for safe operation.
12. Any compensation arising out of the job carried out by the Contractor whether related to pollution(attributable to the Contractor), Safety or Health will be paid by the contractor only.

13. Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the contractor.
14. The contractor shall have to report all incidents including near miss to Installation Manager / departmental representative of the concerned department of OIL.
15. 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.
16. If the company arranges any safety class / training for the working personnel at site (company employee, contractor worker, etc) the contractor will not have any objection to any such training.
17. The health check up of contractor's personnel is to be done by the contractor in authorized Health Centres 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.
18. To arrange daily tool box meeting and regular site safety meetings and maintain records.
19. Records of daily attendance, accident report etc. are to be maintained in Form B, E, J (as per Mines Rules 1955) by the contractor.
20. A contractor employee must, while at work, take reasonable care for the health and safety of people who are at the employee's place of work and who may be affected by the employee's act or omissions at work.
21. A contractor employee must, while at work, cooperate with his or her employer or other persons so far as is necessary to enable compliance with any requirement under the act or the regulations that is imposed in the interest of health, safety and welfare of the employee or any other person.
22. Contractor's arrangements for health and safety management shall be consistent with those for the mine owner.
23. 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.
24. When there is a significant risk to health, environment or safety of a person or place arising because of a non-compliance of HSE Measures Company will have the right to direct the contractor to cease work until the non-compliance is corrected.
25. The contractor should prevent the frequent change of his contractual employees as far as practicable.
26. The contractor should frame a mutually agreed bridging document between OIL & the contractor with roles and responsibilities clearly defined.
27. 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.

28. Most of the above provisions are from the 10th conference Recommendation of safety in Mines.

26.0 **MoEF [MINISTRY OF ENVIRONMENT & FOREST] GUIDELINES:**

- i) Pre Hire rig inspection, safety meeting, tool box meetings, job safety analysis & audit shall be carried out to identify hidden/ potential hazards.
- ii) The Contractor shall take necessary measures to reduce noise levels at drill site providing mitigation measures, such as proper acoustic enclosures to the DG sets and meet norms notified by the MoEF.
- iii) The emissions of RSPM, SPM, SOX, NOX and HC & VOC from engines shall conform to the standard prescribed by SPCB. Regular monitoring of the ambient air for HC & VOC shall be carried out as per CPCB guidelines.
- iv) The Contractor shall strictly comply with rules and regulations with regard of handling and disposal of hazardous waste (Management & Handling) rules 1989/2003 wherever applicable. Authorization from SPCB must be obtained for collection/ treatment/ storage/ disposal of hazardous waste.
- v) The overall noise level in and around the plinth areas shall be kept within the standards by providing noise control measures including acoustic hoods, silencers, enclosures on all sources of noise generation. The ambient noise level shall conform to standards prescribed under EPA rules, 1989 that is 75 DBA (daytime) and 70 DBA (night time).
- vi) A separate environment management cell shall be set up to carry out environment management and monitoring functions.

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END OF SECTION-III

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Part-3
SECTION IV
SCHEDULE OF RATES

The bidders must quote their rates as per Price Schedule, Proforma-B in their priced bids considering the following:

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

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

NOTE:

- Mobilization charges should include mobilization of Rig package including ETP, all associated equipment and manpower.
- Mobilization charges should cover local and foreign costs to be incurred by the Contractors to mobilize to the first location.
- The first location will be around 70KM from Duliajan,
- Mobilization charges shall be payable only when all materials, equipment and crew are mobilized at site and the well is actually spudded-in under the Contract at the first drilling location and duly certified by Company's Engineer.

Company will issue Recommendatory Letters on the basis of documents to be provided by the Contractor for import of items, if envisaged in **Proforma-A**, for Contractor to obtain necessary Essentiality Certificates from the Directorate General of Hydrocarbon (DGH), India to avail nil/concessional Customs Duty. However, responsibility for securing EC and payment of port rent, demurrage etc. and clearance of goods through Indian Customs authority will exclusively rest on the Contractor.

Mobilization charges combined should not exceed 7.1/2 % of the total evaluated charges of the contract value.

2.0 DEMOBILIZATION CHARGES (LUMP SUM) (DM)

- 2.1 Demobilization charges for the complete Rig package and manpower shall be quoted on lump sum basis and shall include all charges for demobilization of the complete Rig package, unutilized spares & consumables etc. from the site.
- 2.2 All charges connected with demobilization including all fees, taxes, insurance, freight on export outside India or to any other place will be to Contractor's account.
- 2.3 Demobilization charges shall be paid one time to the Contractor for demobilizing the complete rig package including Tools/Equipment/Spare/ Accessories etc. after successful completion of all contractual obligations including Re-export/block transfer –if any.
- 2.4 All Day Rates/Charges of the Rig package/operation shall cease to exist with effect from the date and time or event as to be specified by Company in the demobilization notice. No charges whatsoever will be payable thereafter.
- 2.5 **The Demobilization Charges should not be less than 2% of the total evaluated charges of the contract value.**

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

- 3.1 The Operating Day rate will become payable from the time the well is spudded (after drilling rat & mouse hole and setting of scabbard and mouse hole pipe) until

the rig is released for the move to the next location during the following operations
:

- Drilling
- Coring
- Tripping with Contractor's drill pipes
- Circulating drilling fluid
- Fishing
- Reaming, conditioning hole, hole opening
- Making up and breaking down drill pipe, collars tubing and other tubular
- Drilling out cement, collar and shoe
- Production tests with Contractor's drill pipe
- Any other operations with use of Contractor's drill pipes
- Casing running and cementation
- Mixing or conditioning mud with Contractor's drill pipe in the hole.
- Retrieving casing
- Effluent treatment

4.0 **STAND BY DAY RATE (Per 24 Hrs. day) (SB)**

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

- Waiting on cement
- Assembling and dis-assembling of BOP and well head hook-up.
- Electric logging and wire line operations (both open and cased hole)
- Production testing with Company's drill pipe or tubing
- Waiting on order
- Waiting on company's equipment, materials and services.
- For all time during which the company at its option may suspend operations.
- Waiting for day light for certain production testing operation.

Note: Stand by day rate will not exceed 90% of the operating day rate.

5.0 **REPAIR DAY RATE (Per 24 Hrs. day) (RR)**

5.1 The Repair Day rate shall be payable when operations are suspended due to break-down or repair of contractor's equipment.

5.2 The Contractor shall be paid Repair Day Rate to a maximum of 30(Thirty) cumulative hours per calendar month. In case the total hours of break-down or repairing of Contractor's equipment exceeds 30 (Thirty) hours in any particular calendar month during the currency of the contract, the Repair Day Rate will be applicable for the initial 30 hours only and no payment whatsoever will be made by Company for the remaining period lost on this account. Neither the same can be carried forward and/or adjusted against any other calendar month.

5.3 This clause shall, however, not be applicable for routine inspections/ lubrications and replacements, e.g. changing swivel packing, slipping or cutting block line, changing pump valve assemblies, packings, etc. During this period, operating Ray rate to a maximum of 30 cumulative hours in a calendar month will be applicable.

5.4 Payment towards rig repair day rate should not exceed 50% of the operating day rate.

6.0 **INTER LOCATION MOVE RATE:**

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

a) Fixed Charge (Lumpsum) for Cluster location (Movement of mast and substructure etc. only on the same plinth). The spacing between wells at surface in cluster well plinth is around 15 m. Note : 05 (Five) cluster location has been considered for three year contractual period. However the amount will be paid on actual as certified by company representative.	(ILM1)
b) Fixed Charge (Lumpsum) per rig move upto 30 Km. Note: 05 (Five) inter-location movement (upto 30 km) has been considered for three year contractual period. However the amount will be paid on actual as certified by company representative).	(ILMO)
c) Kilometrage charges for rig movement in excess of 30 Km. This will be in addition to lumpsum rate for ILM upto 30 Km as mentioned in 'b' above.	(ILM)

6.2 Inter-location movement operation will start from the moment the company releases the drilling unit for rig down at previous location. Rig & all materials including the additional and optional items, if any, are to be transferred after rig down and rig up at the next location is completed and the well is spudded. Before spudding in, the Contractor shall complete all jobs, including, but not limited to, rig up of service lines, block, hook etc, drilling and setting scabbards of mouse & rat hole, compliance/rectification to meet safety norms and any other job normally done prior to spudding in. The inter-location movement of Rig package should be completed within the period as specified in clause 19.0 under special terms and conditions.

6.3 The Inter location movement operation will include the clearing of the drilling location off all materials, rig parts and made free from all pollutants.

6.4 No day rate under para 3.0, 4.0, 5.0 & 7.0 hereof will be payable when inter-location move rate is applicable.

7.0 FORCE MAJEURE DAY RATE (Per 24 Hrs. day) (FM)

7.1 The Force Majeure Day Rate shall be payable during the first 15 days period of force majeure. No payment shall accrue to the Contractor beyond the first 15 days period unless mutually agreed upon.

7.2 Payment towards force majeure day rate will not exceed 50% of operating day rate.

8.0 STACK DAY RATE (SDR)

The Stack Day Rate shall be payable when the Drilling Unit and other Contractor's Equipment is stacked in accordance with Clause 18.0 of Section- III and as further set out below:

- i) If Company notifies the Contractor that the Drilling Unit is to be stacked at its current location, the Standby Day Rate shall apply for the first 5 (five) days from the time of such notification and Stack Day Rate shall apply thereafter. Stack Day Rate shall apply until such time as the Drilling Unit is ready to recommence Drilling Operations after the notification from Company to commence the operations.

- ii) If Company notifies the Contractor to stack the Drilling Unit at a different location; the Stack Day Rate shall apply from the time that the Drilling Unit arrives at the stacking site. Inter Location Move rate shall apply during the period that the Drilling Unit is being moved to/ from the stacking site.
- iii) **Payment towards Stack Day Rate will not exceed 50% (Fifty percent) of Operating Day Rate.**

9.0 **CIVIL WORK INVOLVEMENT**

Company shall provide foundation for the standard rig equipment including hard standing and cement concreting areas, effluent pit provision, toilets as per OIL#s standard in the well plinth etc. Any additional civil work involvement besides the standard indicated plinth area / civil work should be highlighted by the bidder in the technical bid.

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 intensions.

.....
For the Principal

Place: Duliajan
Date.

.....
For the Bidder/Contractor

Witness 1:

Witness 2:

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 (Tender No: CDG9193P19)

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/equipmen t offered with ID No.	Model/HP/Cap acity/Pressure Rating	Whether meets the tender specification	Year of manufacture	Residual life	Remarks of Certifying Agency
4.0.1	Mast Make: Model: Capacity in MT: Height from ground level(in Ft):						
4.0.2	Sub Structure: Capacity in MT:						

	Height from ground level (in Ft):						
4.0.3	NDT of Mast & Substructure						
4.1	Rig engine/ Generators: No. of engine:						
4.1.1	Generators: No. of Generators:						
4..2	Rig Compressors(Electrical)						
4.2.1	Rig Compressors(Cold Start)						
4.3	Draw works:						
4.3.1	Eddy Brake/Disc Brake/Auxiliary Brake						
4.3.2	Rotary Table: Rotary Table opening (in Inch):						
4.4	Travelling Block:						
4.4.1	Crown Block:						
4.4.2	Hook						
4.4.3	Top Drive						
4.4.4	Swivel:						
4.4.5	Kelly:						
4.5	Mud pumps: Qty.:						
4.5.1	Super Charge pump						

4.5.2	Linear Motion Shale Shaker						
4.5.3	Desander						
4.5.4	Desilter						
4.5.5	Degasser						
4.5.6	Centrifuge						
4.5.7	Liner Motion Mud Cleaner						
4.5.8	Instrumentation System						
4.5.9	Stand Pipe Manifold						
4.5.10	Rotary Hose						
4.6.1	Annular BOP:						
4.6.2	BOP: Double Ram/Two Stack BOP with one set Shear cum Blind ram & one set Pipe ram: Manual control : (Y/N)						
4.6.3	BOP Control unit: Hydraulic operated: (Y/N)						
4.6.4	Choke & Kill Manifold						
4.6.5	Remote BOP Panel						
4.6.6	Remote Choke Panel						

4.7	NDT of Tubulars						
4.8	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.

EQUIPMENT AND SERVICES TO BE FURNISHED BY CONTRACTOR OR COMPANY (OIL) FOR DRILLING RIG

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.	I T E M	At Expense of		Supplied by	
		Contr actor	OIL	Contra ctor	OIL
I. EQUIPMENT :					
1.	Drilling 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.	Stabilizers/Rotary substitute	X		X	
5.	All Fishing tools & their spares	X		X	
6.	a) Drill pipe, Drill Collar HWDP & casing tubing, and other tubular Handling Tools (Elevators, Slips etc.)	X		X	
	b) Wash-over pipe with handling tools		X		X
7.	Welding plant for normal operation with requisite electrodes	X		X	
8.	Production testing equipment		X		X
9.	Core barrel with core head		X		X
10.	Well site camp complete in all respect i.e. furniture fixture etc.	X		X	
11.					
12.	Office for OIL's personnel at well site complete in all respect	X		X	
13.	Well Logging Unit & Tools & Services for Logging Operations		X		X
14.	Degasser & Spares	X		X	
15.	Desander & desilter shale shaker & spares	X		X	
16.	Mud cleaner & spares	X		X	
17.	Other sand control equipment	X		X	
18.	Cellar Pump & spares	X		X	
19.	Safety equipment including fire fighting equipment	X		X	
20.	Casing scrappers	X		X	
21.	a) Crane for all drilling & other operations. Additional crane required, if any, shall be provided by Contractor at no extra cost	X		X	
	b) Sufficient number of vehicles for inter location movement of rig	X		X	

Sl. No.	I T E M	At Expense of		Supplied by	
		Contr actor	OIL	Contra ctor	OIL
	c) Trailer with articulated tractor	X		X	
	d) 40 Ton crane	X		X	
	e) Truck to lift chemicals	X		X	
	f) Vehicle to lift bits	X		X	
	g) Vehicle to lift casing, tubing, well head etc		X		X
22.	Equipment required for supplying water as per specification at drilling site and camp	X		X	
23.	Equipment required for generating electricity at the site, camp	X		X	
24.	Rig lighting	X		X	
25.	Lines / Chicksan / Fittings	X		X	
26.	Tubulars for drill string other than casing & tubing	X		X	
27.	Rig compressor (including auxiliary)	X		X	
28.	Mud making/loading facilities at drill site complete with reciprocating pumps , prime movers, hoppers tankages etc.	X		X	
29.	Mud & water system inclusive of active intermediate & storage tanks	X		X	
30.	Drilling, swabbing & all other wire lines & ropes.	X		X	
31.	All safety equipments	X		X	
32.	BOP control unit	X		X	
33.	Well control accessories	X		X	
34.	Drill pipe, drill collar, HWDP	X		X	
35.	Crossover substitutes of all sizes	X		X	
36.	Kelly (s)	X		X	
37.	All sizes & capacity of elevators, slips, tongs, clamps, (manual & hydraulic)	X		X	
38.	Power casing tong with operating unit & operator	X		X	
39.	Pneumatic kelly spinner	X		X	
40.	Elevator links	X		X	
41.	Bit breaker, thread protector, nozzle gauge, stabilizer & bit gauge	X		X	
42.	Air winch (s)	X		X	
43.	Safety joints	X		X	
44.	RCJB, Junk subs, fishing magnets, ditch magnets, impression blocks, junk mills etc.	X		X	
45.	All sizes of casing scrapper & rotovert	X		X	
46.	Ring line	X		X	
47.	Circulating heads	X		X	
48.	Poor boy swivel	X		X	
49.	Mud basket	X		X	
50.	Back pressure valves	X		X	
51.	Risers	X		X	
52.	Rig warehouse & workshops	X		X	
53.	Complete set of tools & wrenches	X		X	

Sl. No.	I T E M	At Expense of		Supplied by	
		Contr actor	OIL	Contra ctor	OIL
54.	Flow nipple & flow branch	X		X	
55.	Gauging water pump, reciprocating type	X		X	
56.	Effluent Treatment Plant	X		X	
57.	Wash over pipes & accessories		X		X
58.	Hydraulic power tong	X		X	
59.	Drill pipe spinner	X		X	
60.					
61.	All kind of mud agitators	X		X	
62.	LWC tank & lines	X		X	
63.	MVT & flow fill indicator	X		X	
64.	Cabin for mud attendant	X		X	
65.	Emergency electricity generator at well site & camp	X		X	
66.	Effluent disposal pump	X		X	
67.	Store house	X		X	
68.	All drilling instrument & recorder	X		X	
69.	All sizes of mud motors, K-monel drill collars & other deviation drilling tools, equipment & spares		X		X
70	Fishing equipment & spares other than those mentioned in Section II (TOR) (to be supplied by Contractor)		X		X
71.	Air, water, electricity, fuel (HSD) and other POL	X		X	
72.	All bunk houses at well site & camp with all items mentioned in this IFB	X		X	
73.	Communication equipment as mentioned in the Contract	X		X	
74.	Fire fighting & safety equipment	X		X	
75.	Mud testing laboratory complete unit equipped with all testing equipment. Also consumables during entire duration of the contract	X		X	
76.	Conversion kit for rig electrical power between 50 Hz & 60 Hz	X		X	
77.	OIL's internal Telephone		X		X
78.	Equipment and services not heretofore designated but required by Contractor for normal operations	X		X	
79.	Equipment not heretofore designated but necessary to fulfill OIL's instructions		X		X
80.	Shut in valves	X		X	
81.	Potable/drinking water, permanent provision at well site & camp	X		X	
II. CONSUMABLES :					
1.	1.a. Fuel for Drilling Unit, all vehicles & entire Contractor's equipment including camp.	X		X	
	1.b Fuel for OIL's designated equipment at well site on reimbursement basis-if any.	X		X	
2.	Grease, Lube oil, Cleaning solvent & for all	X		X	

Sl. No.	I T E M	At Expense of		Supplied by	
		Contr actor	OIL	Contra ctor	OIL
	Contractor's equipment including accumulator charging gases (also for OIL's designated equipment)				
3.	Casing thread lubricant & locking compound		X		X
4.	Drill pipe thread lubricant	X		X	
5.	Rubber drill pipe protectors	X		X	
6.	Drill pipe wipers	X		X	
7.	Drilling bits will be provided by OIL for all drilling operation. In special cases Contractor may provide as and when required at actual cost + 5% handling charge on landed cost	X	X	X	X
8.	Stabilizers & spares	X		X	
9.	Oil well cement & cement additives		X		X
10.	Mud chemicals & mud additives		X		X
11.	Salt & Chemicals for preparation of brine water during production testing		X		X
12. 1	Welding consumables	X		X	
12. 2	Casing & tubing and its attachments		X		X
12. 3	All casing & tubing Handling equipment	X		X	
13.	All BOP consumables including ring joint gaskets	X		X	
14.	Spares for drilling unit & accessories	X		X	
15.	Regular replacement of consumables of Contractor's equipment.	X		X	
16.	Maintaining adequate stock of consumables	X		X	
17.	Consumables for computers including stationary, ink, ribbon, floppies etc. Software should be upgraded as and when required	X		X	
18.	LWC		X		X
19.	Mud motor spares		X		X
20.	Fishing equipment, spares as per the contract	X		X	
21.	Replacement of tool equipment services as & when necessary	X		X	
22.	Replacement of Contractor's transport fleet as & when necessary	X		X	
23.	POL and spares for transport fleet as and when necessary.	X		X	
24.	Core head & core barrel		X		X
25.	First-aid & medicine	X		X	
26.	Food	X		X	
27.	Materials required for up keepment of health and hygiene	X		X	
28.	Materials required for control of pollution	X		X	
29.	Civil Engineering materials for				
	a) Camp site maintenance	X		X	

Sl. No.	I T E M	At Expense of		Supplied by	
		Contr actor	OIL	Contra ctor	OIL
	b) Well site plinth maintenance		X		X
30.	Replacement of electrical fittings as & when necessary	X		X	
31.	Spares & consumables for communication equipment	X		X	
32.	Replacement, spares & consumables for fire-fighting equipment	X		X	
33.	Painting of mast & substructure as and when necessary as per colour coding to be informed by OIL	X		X	
34.	All sizes of bits as and when necessary		X		X
35.	All kinds of chemical as and when necessary		X		X
36.	Replacement, spares and consumables for solid control equipment	X		X	
37.	Consumables not heretofore designated but required by Contractor in normal operation or needed for the maintenance of Contractor's equipment	X		X	
38.	Consumables not heretofore spelt out but necessary to fulfill OIL's instructions		X		X
39.	Water for drilling, production Testing & Drinking at drill site & camp site in sufficient quantity	X		X	
40.	False conductor grouting		X		X
41.	Consumables and spares for mud laboratory	X		X	
42.	Consumables and spares for ETP	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 drill site	X		X	
3.	Transportation of entire drilling unit 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 (leveling, base, waster pits, cellar pit, access roads according to the general lay out requirements of Contractor ingress and egress)		X		X
	b) i) Maintenance of well site plinth & Well		X		X

Sl. No.	I T E M	At Expense of		Supplied by	
		Contr actor	OIL	Contra ctor	OIL
	site approach road.				
	i) Maintenance of camp site and camp site approach road				
	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 or / and	X	X or / and	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.	Transportation of Company's consumables for inter-location movement	X		X	
14.	Welding operations	X		X	
15.	Running of casing / tubing	X		X	
16.	Medical facilities at well site	X		X	
17.	Conventional coring tools		X		X
18.	a) Geologist		X		X
	b) Collection of cuttings coring samples etc	X		X	
19.	API inspection on drill string after completion of each 6 months/well throughout the duration of the contract	X		X	
20.					
21.	Furnish adequate roadway to location and the right of way		X		X
22.	Well head installation (BOP, Production & other equipments)	X		X	
23.	Welding materials & welding operations	X		X	
24.	a) All drilling tools, equipment and services	X		X	
	b) Deviation drilling tools and services		X		X
25.	All personnel & supervision necessary to operate the Drilling unit, including personnel necessary to handle all normal operations on drilling location	X		X	
26.	Food and lodging of Contractor's personnel (including 3 rd party)	X		X	
27.	Food and lodging of OIL's personnel				
	a) Up to maximum 20 persons per day	X		X	
	b) Additional person over 20 persons per day		X		
28.	Handling of all equipment at the drilling locations including OIL equipment	X		X	
29.	All Drilling services in line with good oil field	X		X	

Sl. No.	I T E M	At Expense of		Supplied by	
		Contr actor	OIL	Contra ctor	OIL
	practice				
30.	Bop testing services	X		X	
31.	Well site servicing of casing		X		X
32.	Maintenance of Contractor's equipment.	X		X	
33.	Well killing services to read with Clause 7.3 (O) of Section-IV	X		X	
34.	Services for deletion of faulty equipment	X		X	
35.	Fishing services	X		X	
36.	Production testing services (wellhead fitting/equipment shall be provided by OIL & well site services shall be provided by Contractor).	X	X		X
37.	Effluent water disposal services	X		X	
38.	Pollution control services	X		X	
39.	Mud testing laboratory services	X		X	
40.	Computation and record keeping services	X		X	
41.	Degassing, Desanding services	X		X	
42.	Entertainment services at camp	X		X	
43.	Mud motor services		X		X
44.	Catering services	X		X	
45.	Coring services	X		X	
46.	Medical Services	X		X	
47.	Ambulance services	X		X	
48.	Fire fighting services to read with Clause 7.6(G) of Section-IV	X		X	
49.	Services of Personnel	X		X	
50.	Construction of shed/ramp etc. for mud & additives	X		X	X
51.	Various work sheet drawing, calculation dimensions as mentioned	X		X	
52.	Services not hereto fore designated but required by Contractor in normal operations or needed to maintain & operate Contractor's equipment	X		X	
53.	Services not heretofore designated but required due to directions of the Company (OIL).		X	X or (Depen ding on type of job	X
54.	All expenditure for Contractor's persons including inward and outward journey from well site	X		X	

&&&&

PROFORMA FOR BIO DATA OF KEY PERSONNEL

AFFIX
PASSPORT
SIZE
PHOTOGRAPH

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

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 TO BE USED IN THE 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
appointed 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

Name:

Place:

Date:

Witness

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:

Tender NO: CDG9193P19

Sub: Charter Hire of 01(One) No. of 2000HP Drilling Rig Packages for a Period of 3(Three) years

PRICE BID FORMAT

Srl#	Items	Unit	Qty	SAC/HSN Code	Unit Rate		Total Amount	
					Code	Amount	Code	Amount
DRILLING RIG PACKAGE:					Specify the Currency:			
1	Mobilization Charges of One rig	Lump sum	1		M		TM=M x 1	
2	De-Mobilization Charge for two rigs	Lump sum	1		D		TD=D x 1	
3	Operating Charge for two rigs	Day	960		OC		TOP= ODR x 960	
4	Inter-location move (ILM) charge rig move up to 30KMs	Lump sum	5		TILM1		TILM1= ILM1 x 5	
5	Kilometerage charge when ILM is in excess of 30 KMs	KM	300		TILM2		TILM2= ILM2 x 3000	
6	ILM rate per move in case of cluster location	Lump sum	5		TILM0		TILM0= ILM0 x 5	
TOTAL CHARGES FOR 03 YEARS FOR 01 RIG OPERATION INCLUDING ALL TAXES & DUTIES EXCEPT GST, WHICH IS EXTRA TO OIL:					T = TM + TD + TOP + TILM0 + TILM1 +TILM2 + TBCM			
Specify GST %Rate:								
TOTAL CHARGES FOR 03 YEARS FOR 01 RIG OPERATION INCLUDING ALL TAXES & DUTIES INCLUDING GST:								
RESTRICTIONS:								
Mobilization Charges of 01 Rig(TM)					TM should not exceed 7.5% of T			
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: Tender No. CDG9193P19

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 _____ 2018.

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-786602

WHEREAS, (Name of Bidder) _____ (hereinafter called "the Bidder") has submitted their offer Dated _____ for the provision of certain services (hereinafter called "the Bid") against OIL INDIA LIMITED, Duliajan, Assam, India (hereinafter called the Company's) Tender 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 said Bank this ____ day of _____ 20_____

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 any of the conditions, specifying the occurred condition or conditions.

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

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

A. Issuing Bank:

BANK FAX NO:

BANK EMAIL ID:

BANK TELEPHONE NO.:

IFSC CODE OF THE BANK:

B. Controlling Office:

Address of the Controlling Office of the BG issuing Bank:

Name of the Contact Person at the Controlling Office with Mobile No. and e-mail address:

SIGNATURE AND SEAL OF THE GUARANTORS _____

Name of Bank & Address _____

Witness _____

Address _____

(Signature, Name and Address)

Date: _____

Place: _____

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

Note:

The Bank Guarantee issuing bank branch shall ensure the following:

- a) The Bank Guarantee issued by the bank shall 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(indicating the Tender Number) 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.

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

FORM OF PERFORMANCE BANK GUARANTEE

To
M/s OIL INDIA LIMITED,
CONTRACTS DEPARTMENT
DULIAJAN, ASSAM, INDIA, PIN-786602

WHEREAS _____ (Name and address of Contractor) (hereinafter called "Contractor") had undertaken, in pursuance of Contract No. _____ to execute ----- (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 there under 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 shall ensure the following:

- a) The Bank Guarantee issued by the bank shall 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 (indicating the Contract Number) 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.

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

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 Tender No. **CDG9193P19**. 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 Tender No. CDG9193P19

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 Tender No. CDG9193P19

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**(or equivalent **USD**) 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.

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

SUB: SAFETY MEASURES FOR TENDER NO. CDG9193P19

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.