



ऑयल इंडिया लिमिटेड
(भारत सरकार का उद्यम)
Oil India Limited
(A Government of India Enterprise)

**Materials & Contracts Department
(Rajasthan Project)**

2A, District Shopping Center, Saraswati Nagar,
Basni, Jodhpur-342005, Rajasthan, India.
Phone-0291-2729472, Fax: 0291-2727050

E-mails: anitadam@oilindia.in; erp_mm@oilindia.in

Date : 11.07.2019

FORWARDING LETTER

M/s _____

Sub : IFB No. CJG-1890-P20 for Charter Hire of one Mobile Drilling Rig Package of capacity 1000 HP (minimum) with Top Drive capable of Cluster Drilling (1+2) for Baghewala and Dandewala PML area and OLAP area under Rajasthan Project for a period of two (02) years with a provision of extension by another one (01) year or part thereof.

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. Rajasthan Project of Oil India Limited (OIL), is engaged in exploration and production of Natural Gas from the Jaisalmer Basin and exploration of Heavy Oil in Bikaner-Nagaur basin of Western Rajasthan in India. The Project Office of OIL at Jodhpur is well connected by Road, Rail & Air.

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 one Mobile Drilling Rig Package of capacity 1000 HP (minimum) with Top Drive capable of Cluster Drilling (1+2) for Baghewala & Dandewala PML area and OLAP area under Rajasthan Project for a period of two (02) years with a provision of extension by another one (01) year or part thereof.** One complete set of Bid Document covering OIL's IFB for hiring of above services is uploaded in OIL's e-procurement portal. You are invited to submit your most competitive bid on or before the scheduled bid closing date and time through OIL's e-procurement portal. For your ready reference, few salient points of the IFB (covered in detail in the Bid Document) are highlighted below:

(i) IFB No./ Tender No. :	CJG-1890-P20
(ii) Type of IFB :	Single Stage Two Bid System
(iii) Bid Closing Date & Time :	20.08.2019 at 11-00 hrs (IST)
(iv) Bid (Technical) Opening Date & Time:	20.08.2019 at 15-00 hrs (IST)
(v) Priced Bid Opening Date & Time :	Will be intimated to the eligible bidders nearer the time
(vi) Bid Submission Mode :	Bid should be uploaded in OIL's E-Procurement portal
(vii) Bid Opening Place :	Office of the Dy. GENERAL MANAGER, M & C Department, Oil India Ltd., 2A, Saraswati Nagar, Jodhpur-342005, Rajasthan, India
(viii) Bid Validity :	120 days from bid Closing date
(ix) Mobilization Time :	As defined in the tender

(x) Bid Security Amount:	INR 53,53,000.00 or US\$ 76,500.00
(xi) Bid Security Validity:	210 days from bid closing date
(xii) Amount of Performance Security:	10% of one year contract value
(xiii) Validity of Performance Security:	Up to 3 months beyond the contract completion period.
(xiv) Duration of the Contract :	Two (02) years from the date of commencement of contract with provision for extension by one (01) year or part thereof at same rates, terms and conditions at OIL's option.
(xv) Quantum of Liquidated Damage : for Default in Timely Mobilisation	Refer clause No. 17.0 of General Conditions of Contract(Part-3,Section-I)
(xvi) Bids to be addressed to :	Dy. GENERAL MANAGER, M & C Department, Oil India Limited, 2A, Saraswati Nagar, Jodhpur-342005, Rajasthan, India
(xvii) Pre-Bid Conference Date :	30.07.2019 at 11:00 hrs(IST)
(xviii) Last Date of receipt of Queries :	26.07.2019 upto 17:30 Hrs (IST)

3.0 Pre-Bid Conference: A pre-bid conference to explain Company's exact requirements and to reply queries of Bidders, if any, on the tender stipulations will be held on **30.07.2019** at 11:00 hrs (IST) in OIL's Project Office at 2A, District Shopping Centre, Saraswati Nagar, Basni, Jodhpur -342005, Rajasthan. Maximum of two representatives of each bidder will be allowed to attend the pre-bid conference on producing authorization letter. Bidders interested to attend the Pre-Bid Conference should intimate Chief Manager (M&C), Oil India Limited, Jodhpur latest by **26.07.2019**.

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

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

5.1 To participate in OIL's E-procurement tender, bidders should have a legally valid digital certificate **of Class 3 with 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.**

5.2 Bidders without having E-tender Login ID and Password should complete their online registration at least seven (7) days prior to the scheduled bid closing date and time of the tender. For online registration, Bidder may visit the OIL's E-tender site <https://etender.srm.oilindia.in/irj/portal>

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

5.4 MSE Units (manufacturers/Service Providers only and not their dealers/distributors) who are already registered with District Industry Centers or Khadi

& Village Industries Commission or Khadi & Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts & Handloom or any other body specified by Ministry of MSME are exempted from payment of Bid Security (EMD) irrespective of monetary limit mentioned in their registration, provided they are registered for the item they intend to quote/participate.

5.5 For availing benefits under Public Procurement Policy (Purchase preference & EMD exemption), the interested MSE Bidders must ensure that they are the manufacturer / service provider of tendered item(s) and registered with the appropriate authority for the said item(s). Bids without EMD shall be rejected, if the technical offer does not include a valid copy of relevant MSE Certificate issued by appropriate authority specifying the item as per tender. Therefore, it is in the interest of such MSE Vendors to furnish a copy of complete certificate to the concerned tender handling officer of OIL at least seven (7) days prior to the scheduled Bid Closing Date of the tender; seeking clarification/confirmation as to whether their registered item is eligible for EMD exemption or not. Late communication in this regards and request for bid closing date extension on that plea shall not be entertained by Company.

5.6 Parties shall be eligible for accessing the tender in E-portal after OIL enables them in the E-portal on receipt of request for the same.

5.7 Parties, who do not have a User ID, can click on **Guest login button** in the OIL's E-portal to view 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 Mr. P. Barman, Chief Manager (ERP-MM) at erp_mm@oilindia.in, Ph.: 03742804903/7192/7171/7178.

6.0 **QUERIES/CLARIFICATIONS ON THE TENDER:**

6.1 The prospective Bidders shall submit their queries/clarifications against the tender through E-mail / Courier addressed to Dy. General Manager (M&C), OIL INDIA LTD., Rajasthan Project, 2A, District Shopping Center, Saraswati Nagar, Jodhpur-342005, Rajasthan, India and such queries must reach OIL's Rajasthan Project office at Jodhpur latest by 26.07.2019 up to 17:30 Hrs (IST). OIL shall provide clarifications on the date of pre-bid conference to only those queries received within this date. Replies will also be uploaded in OIL's e-tender portal. Queries / Clarifications against the tender received beyond 26.07.2019 will not be entertained and replied. OIL will not be responsible for non-receipt or late receipt of any Bidder's query in OIL's office.

7.0 **IMPORTANT NOTES:**

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

i) The bid along with all supporting documents must be submitted through OIL's E-procurement site only except the following documents which shall be submitted manually by the Bidder in two copies in a sealed envelope super-scribed with OIL's IFB No., Bid Closing date and marked as "Original Bid Security" and addressed to DGM (M&C), OIL INDIA LTD., Rajasthan Project, 2A, Saraswati Nagar, Jodhpur-342005, Rajasthan (India):

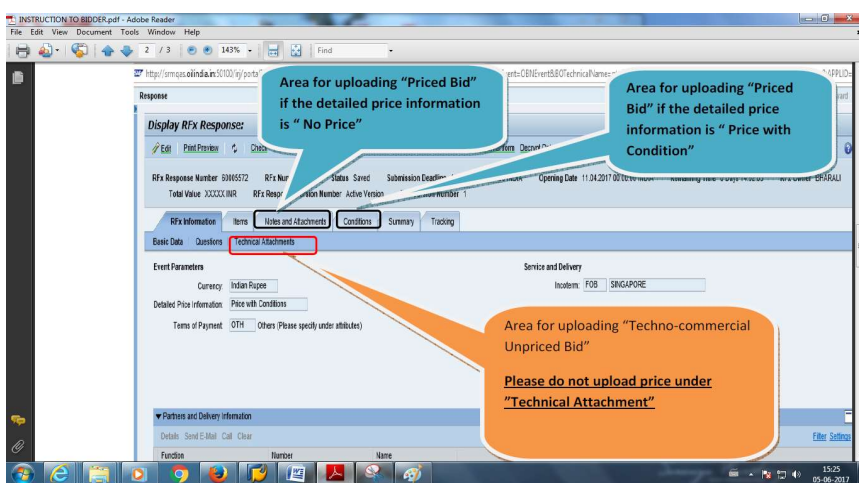
- a) Original Bid Security
- b) Printed catalogue and Literature, if called for in the tender.
- c) Power of Attorney for signing the bid.
- d) Any other document required to be submitted in original as per tender requirement.

The above documents including the Original bid security, must be received at OIL's DGM(M&C)'s office at Jodhpur on or before 11.00 Hrs(IST) on the Bid Closing date failing which the bid shall be rejected. A scanned copy of the Bid Security shall also be uploaded by the Bidder along with their Technical Bid in OIL's E-procurement site.

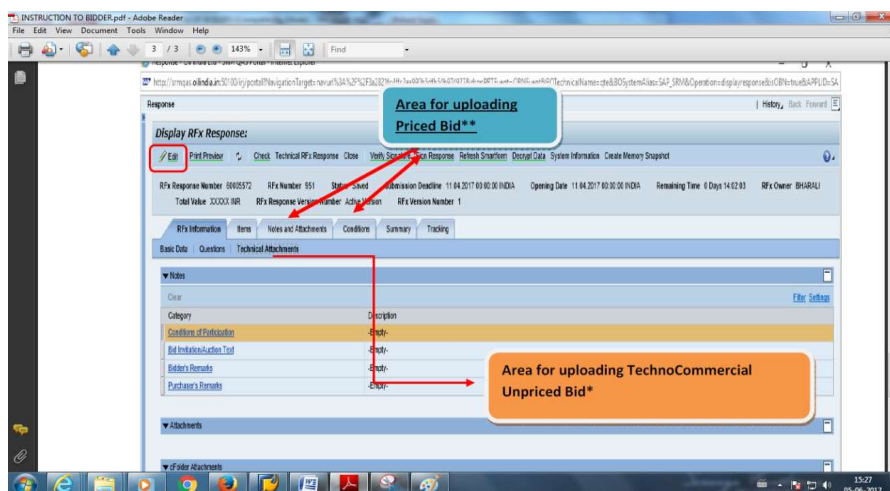
ii) Bid should be submitted online in OIL's E-procurement site before 11.00 AM (IST)(Server Time) of the bid closing date as mentioned and will be opened on the same day at 3.00 PM(IST) at the office of the DGM(M&C)in presence of the authorized representatives of the Bidders.

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

iv) The tender is invited under SINGLE STAGE TWO BID SYSTEM. The bidders shall submit both the "TECHNICAL" and "PRICED" bids through electronic form in the OIL's e-Procurement portal within the Bid Closing Date and Time stipulated in the e-Tender. **Bidders to note that no price details should be uploaded in "Technical Attachments" Tab Page, otherwise the offer will be rejected. 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.**



On "EDIT" Mode- The following screen will appear. Bidders are advised to Upload "Techno-Commercial Unpriced Bid" and "Priced Bid" in the places as indicated below:



***The “Techno-Commercial Unpriced Bid” shall contain all techno commercial details except the prices.**

**** Please follow the instructions as per Vendor User Manual for Uploading Price under “Notes and Attachment” or “Condition”**

Note :

*** The “Technical Unpriced Bid” shall contain all techno-commercial details except the prices.**

**** The “Price bid” must contain the price schedule and the bidder’s commercial terms and conditions. For uploading Price Bid, first click on Sign Attachment, a browser window will open, select the file from the PC and click on “Sign” to sign the file. On Signing a new file with extension **.SIG** will be created. Close that window. Next click on Add Attachment, a browser window will open, select the **.SIG** signed file from the PC and name the file under Description, Assigned to General Data and click on OK to save the File.**

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

Thanking you,

Yours faithfully,

OIL INDIA LIMITED

(Anita Dam)

Dy. General Manager (M&C)

For CGM-Services(RP)

For Executive Director(RP)

PART - 1

INSTRUCTIONS TO BIDDERS

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

A. BID DOCUMENTS

2.0 The services required, bidding procedures and contract terms are prescribed in the Bid Document. This Bid Document includes the following:

- (a) A Forwarding Letter highlighting the following points:
 - (i) Company's IFB No. & Type and Tender Fee
 - (ii) Bid closing date and time
 - (iii) Bid opening date and time
 - (iv) Bid submission Mode
 - (v) Bid opening place
 - (vi) Bid validity, Mobilisation time & Duration of contract
 - (vii) The amount of Bid Security with validity
 - (viii) The amount of Performance Guarantee with validity
 - (ix) Quantum of liquidated damages for default in timely mobilization
- (b) Instructions to Bidders, (Part-1)
- (c) Bid Evaluation Criteria, (Part-2)
- (d) General Conditions of Contract, (Part-3, Section-I)
- (e) Scope of Work/Terms of Reference/Technical Specification,(Part-3, Section-II)
- (f) Special Conditions of Contract, (Part-3, Section-III)
- (g) Schedule of Services / Schedule of Rates, (Part-3, Section-IV)
- (h) Estimated CIF value of items at the time of import, (Proforma-A)
- (i) Price Bid Format, (Proforma-B)
- (j) Bid Form, (Proforma-C)
- (k) Statement of 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) Integrity Pact, (Annexure-A1)
- (r) Format for Certificate of Annual turnover & Net Worth (Annexure – 1)
- (s) Format of Agreement between Bidder and Parent/Wholly owned Subsidiary Company (Attachment – I)
- (t) Parent Company/Subsidiary Company Guarantee (Attachment – II)
- (u) Format of Agreement between Bidder and Sister Subsidiary/Co-subsidiary Company and the Ultimate Parent/Holding Company of both the Bidder and Sister Subsidiary / Co-Subsidiary (Attachment –III)
- (v) General HSE Points (Appendix-A)
- (w) Procedure for obtaining labour license (Appendix-B)
- (x) Provisions for Purchase Preference Policy (linked with Local Content)(PP-LC) (Annexure-X)
- (xi) Undertaking towards submission of authentic information/documents as per Format vide Annexure-XI.

2.1 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bid Documents. Failure to furnish all information required in the Bid Documents

or submission of a bid not substantially responsive to the Bid Documents in every respect will be at the Bidder's risk & responsibility and may result in the rejection of its bid.

3.0 TRANSFERABILITY OF BID DOCUMENTS:

3.1 Bid Documents are non-transferable. Bid can be submitted only in the name of the Bidder in whose name the Bid Document has been issued.

3.2 Unsolicited bids will not be considered and will be rejected straightway.

4.0 AMENDMENT OF BID DOCUMENTS:

4.1 At any time prior to the deadline for submission of bids, the Company may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid Documents through issuance of an Addendum.

4.2 The Addendum will be uploaded in OIL's E-Tender Portal in the "Technical RFx Response" under the tab "Amendments to Tender Documents". The Company may, at its discretion, extend the deadline for bid submission, if the Bidders are expected to require additional time in which to take the Addendum into account in preparation of their bid or for any other reason. **Bidders are to check from time to time the E-Tender portal ["Technical RFx 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 & equipment specifications with catalogue, etc.
- (ii) Documentary evidence established in accordance with Clause 10.0 hereunder.
- (iii) Bid Security (scanned) in accordance with Clause 11.0 hereunder. Original Bid Security should be sent as per Clause No. 11.11 hereunder.
- (iv) Copy of Bid-Form **without** indicating prices in Proforma-C
- (v) Statement of Compliance as per Proforma-D
- (vi) Proforma-A: List of items to be imported **without** the CIF values.
- (vii) Copy of Priced Bid **without** indicating prices (Proforma-B)
- (viii) Integrity Pact digitally signed by OIL's competent personnel as Annexure-A1, attached with the bid document to be digitally signed by the Bidder.
- (ix) Undertaking towards submission of authentic information/documents as per Format vide Annexure-XI.

(B) PRICED BID

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

- (1) Price-Bid Format as per Proforma-B
- (2) Bid Form as per Proforma-C
- (3) Proforma-A showing the items to be imported with the CIF values.

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

(iii) For convenience of the qualified Bidders and to improve transparency, the rates/costs quoted by bidders against OIL's e-tenders shall be available for online viewing by such Bidders whose price bids are opened by Company. A Bidder can view item-wise rates/costs of all other such peer bidders against the tender immediately after price bid opening, if the e-tender is floated by Company with PRICE CONDITION. In case the Price-Bid is invited by Company through attachment form under "Notes & Attachment" (i.e. NO PRICE Condition), Bidder must upload their detailed Price-Bid as per the prescribed format under "Notes & Attachment", in addition to filling up the "Total Bid Value" Tab taking into account the cost of all individual line items and other applicable charges like freight, tax, duties, levies etc. Under NO PRICE condition (i.e. Price Bid in attachment form), the "Total Bid Value" as calculated & quoted by the Bidders shall only be shared amongst the eligible bidders and Company will not assume any responsibility whatsoever towards calculation errors/omissions therein, if any. Notwithstanding to sharing the "Total Bid Value" or the same is whether filled up by the Bidder or not, Company will evaluate the cost details to ascertain the inter-se-ranking of bidders strictly as per the uploaded attachment and Bid Evaluation Criteria only. Online view of prices as above shall be available to the Bidders only up to seven(07) days from the date of Price-Bid opening of the e-tender.

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 including Corporate Income Tax, Personal Tax, Octroi / Entry Tax, other Cess / levies etc. except Goods and Service Tax (GST) 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 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 vide **Proforma-E** in favour of OIL and payable at Jodhpur, Rajasthan 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.

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.

Note: Bid Security in the form of DD/Cheque/Cashier Cheque or any other mode will not be acceptable.

11.2.1 The following is the Bank details of OIL, Rajasthan Project for obtaining Bank Guarantee:

Bank Details of Beneficiary(OIL, Rajasthan Project)	
a) Bank Name	CORPORATION BANK
b) Branch Name	JODHPUR BRANCH (0492)
c) Branch Address	No. 76, LK TOWER, CHOPASANI ROAD, JODHPUR-342003, RAJASTHAN
d) Banker Account No.	049200201000626
e) Type of Account	CURRENT ACCOUNT
f) IFSC Code	CORP0000492
g) MICR Code	342017002
h) SWIFT Code	N/A
i) Contact No.	0291-2649128, 2625504
j) Contact Person Name	MR. P. RAMNATH DIWAKAR
k) Fax No.	-
l) Email Id	cb492@corpbank.co.in

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

11.4 The Bank Guarantee shall be valid up to 90 days beyond the validity of the bids specified in the Bid Document.

11.5 Bank Guarantee with any condition other than those mentioned in OIL's prescribed format shall not be accepted and bids submitted by bidders with such Bank Guarantee will be liable for rejection.

11.6 The Bank Guarantee issued by a Bank amongst others shall contain the complete address of the Bank including Phone Nos., Fax Nos., E-mail address and Branch Code.

11.7 Bid Security shall not accrue any interest during its period of validity or extended validity. OIL shall not be liable to pay any bank charges, commission or interest on the amount of Bid Security.

11.8 The Bank Guarantee should be enforceable at all branches of the issuing Bank within India and preferably at Jodhpur, Rajasthan, the place of issuance of tender.

11.9 Any bid not secured in accordance with **sub-clause 11.2** above shall be rejected by the Company as non-responsive. Bank Guarantee issued by a Scheduled Bank in India at the request of some other Non-Scheduled Bank of India shall not be acceptable.

11.10 The Bidders shall extend the validity of the Bid Security suitably, if and when specifically advised by OIL, at the Bidder's cost.

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

11.12 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.

11.13 The Bid Security may be forfeited, if:

- 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

11.14 In case any Bidder withdraws their bid during the period of bid validity, Bid Security will be forfeited and the party shall be put in the Holiday List for a period varying from six (06) months to two (02) years as the case may be as per Company's Banning Policy (available in OIL website).

11.15 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" of OIL's E-portal. The original Bid Security shall be submitted by Bidder to the office of DGM (M&C), Oil India Ltd., Rajasthan Project, 2A-District

Shopping Center, Saraswati Nagar, Basni, Jodhpur-342005, Rajasthan, India in a sealed envelope which must reach the office on or before 11.00 Hrs (IST) of the Bid Closing date. The envelope must be super-scribed with "Bid Security", IFB No., Description of Services & Bid Closing Date.

11.16 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.

11.17 Bidders are requested to advise the Bank Guarantee issuing bank to comply with the following and ensure to submit, the receipt of the copy of SFMS message as sent by the issuing bank branch, along with the original Bank Guarantee in OIL's tender issuing office / upload the same in OIL's e-tender portal along with the technical bid.

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

(a) "MT 760 / MT 760 COV for issuance of bank guarantee

(b) "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, Jodhpur Branch, IFS Code - UTIB0000057; Swift Code: AXISINBB057. Branch Address - AXIS Bank Ltd, Prince Tower, Near Jaljog Circle, Residency Road, Jodhpur - 342003"

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 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, 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. Bidder must also have Encryption Certificate along with Digital Signature Certificate (DSC) of Class III [Organization].

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 (QCBS). Bidder shall submit the Technical bid and Priced bid along with all the Annexure 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 are 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 Attachment” 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 Attachment”, otherwise bid shall be rejected.** The priced bid should not be submitted in physical form and which shall not be considered. For details please refer “INSTRUCTIONS” documents. However, the following documents in one set should necessarily be submitted in physical form in sealed envelope super-scribing the “IFB No., Brief Description of services and Bid Closing/Opening Date & Time along with the Bidder’s name” and should be submitted to DGM (M&C), Oil India Ltd., Rajasthan Project, 2A-District Shopping Center, Saraswati Nagar, Basni, Jodhpur-342005, Rajasthan, India on or before 11.00 Hrs (IST) on the bid closing date indicated in the IFB:

- i) The Original Bid Security along with 1(one) copy
- 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 compliance to each clause as per Proforma-D of the bid document and in case of non-compliance, if any, the same to be highlighted in the Proforma – D 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 11.00 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 and shall be put in the Holiday List for a period of six(06) months to two(02) years as the case may be as per Company's Banning Policy.

20.0 EXTENSION OF BID SUBMISSION DATE:

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

21.0 BID OPENING AND EVALUATION:

21.1 Company will open the Technical Bids, including submission made pursuant to clause 19.0, in presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Forwarding Letter. However, an authorisation letter (as per **Proforma-I**) from the Bidder must be produced by the Bidder's representative at the time of Bid Opening. Unless this Letter is presented, the representative will not be allowed to attend the Bid Opening. The Bidder's representatives who are allowed to attend the Bid Opening shall sign a register evidencing their attendance. Only one representative against each Bid will be allowed to attend. In technical bid opening, only "Technical Attachment" will be opened. Bidders therefore should ensure that technical bid is uploaded in the "Technical Attachment" Tab Page only in the E-portal.

21.2 In case of any unscheduled holiday or Bandh on the Bid Opening Date, the Bids will be opened on the next full working day. Accordingly, Bid Closing Date / time will get extended up to the next working day and time.

21.3 Bids which have been withdrawn pursuant to clause 19.0 shall not be opened. Company will examine bids to determine whether they are complete, whether requisite Bid Securities have been furnished, whether documents have been digitally signed and whether the bids are generally in order.

21.4 At bid opening, Company will announce the Bidder's names, written notifications of bid modifications or withdrawal, if any, the presence of requisite Bid Security, and such other details as the Company may consider appropriate.

21.5 Normally no clarifications shall be sought from the Bidders. However, for assisting in the evaluation of the bids especially on the issues where the Bidder confirms compliance in the evaluation and contradiction exists on the same issues due to lack of required supporting documents in the Bid (i.e. document is deficient or missing), or due to some statement at other place of the Bid (i.e. reconfirmation of confirmation) or 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.

21.6 Prior to the detailed evaluation, Company will determine the substantial responsiveness of each bid to the requirement of the Bid Documents. For purpose of these paragraphs, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bid Document without material deviations or reservation. A material deviation or reservation is one which affects in any way substantial way the scope, quality, or performance of work, or which limits in any substantial way, inconsistent way with the Bid Documents, the Company's right or the Bidder's obligations under the contract, and the rectification of which deviation or reservation would affect unfairly the competitive position of other Bidders presenting substantial responsive bids. The Company's determination of Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.

21.7 A Bid determined as not substantially responsive will be rejected by the Company and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

21.8 The Company may waive minor informality or nonconformity or irregularity in a Bid, which does not constitute a material deviation, provided such waiver, does not prejudice or affect the relative ranking of any Bidder.

22.0 OPENING OF PRICED BIDS:

22.1 Company will open the Priced Bids of the technically qualified Bidders on a specific date in presence of representatives of the qualified Bidders. The technically qualified Bidders will be intimated about the Priced Bid Opening Date & Time in advance. In case of any unscheduled holiday or Bandh on the Priced Bid Opening Date, the Bids will be opened on the next working day.

22.2 The Company will examine the Price quoted by Bidders to determine whether they are complete, any computational errors have been made, the documents have been properly signed, and the bids are generally in order.

22.3 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price (that is obtained by multiplying the unit price

and quantity) the unit price shall prevail and the total price shall be corrected accordingly. If there is a discrepancy between words, and figures, the amount in words will prevail. If any Bidder does not accept the correction of the errors, their Bid will be rejected.

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

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

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

24.2 Post bid or conditional discounts/rebates offered by any Bidder shall not be considered for evaluation of bids. However, if the lowest Bidder happens to be the final acceptable Bidder for award of contract, and if they have offered any discounts/rebates, the contract shall be awarded after taking into account such discounts/rebates.

24.3 LOADING OF FOREIGN EXCHANGE: There would be no loading of foreign exchange for deciding the inter-se-ranking of domestic Bidders.

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

24.5 REPATRIATION OF RUPEE COST: In respect of foreign party's 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:

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

27.0 COMPANY'S RIGHT TO ACCEPT OR REJECT ANY BID:

27.1 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 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 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 up to three (03) 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 put in the Holiday List for a period from six (06) months to two (02) years as the case may be as per Company's Banning Policy.

29.6 Bidders are requested to advise the Bank Guarantee issuing bank to comply with the following and ensure to submit, the receipt of the copy of SFMS message as sent by the issuing bank branch, along with the original Bank Guarantee in OIL's office.

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

(a) "MT 760 / MT 760 COV for issuance of bank guarantee

(b) "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, Jodhpur Branch, IFS Code - UTIB0000057; Swift Code: AXISINBB057. Branch Address - AXIS Bank Ltd, Prince Tower, Near Jaljog Circle, Residency Road, Jodhpur - 342003"

30.0 SIGNING OF CONTRACT:

30.1 At the same time as the Company notifies the successful Bidder that its Bid has been accepted, the Company will either call the successful Bidder for signing of the agreement or send the Contract Form provided in the Bid Documents, along with the General & Special Conditions of Contract, Technical Specifications, Schedule of Rates incorporating all agreements agreed between the two parties.

30.2 The successful Bidder shall sign and date the contract and return it to the Company after receipt of LOA. Till the contract is signed, the LOA issued to the successful Bidder shall remain binding amongst the two parties.

30.3 In the event of failure on the part of the successful Bidder to sign the contract, OIL reserves the right to terminate the LOA issued to the successful Bidder and invoke the Bid Security or the Performance Security if submitted by the successful Bidder. The party shall also be put in the Holiday List for a period from six(06) months to two(02) years as the case may be as per Company's Banning Policy.

31.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENTS:

31.1 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 banned for a period of 3(three) years from the date of detection of such fraudulent act besides the legal action as per Company's Banning Policy.

32.0 CREDIT FACILITY:

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

33.0 MOBILISATION ADVANCE PAYMENT:

33.1 Request for advance payment shall not be normally considered. However, depending on the merit and at the discretion of the Company, advance against

mobilisation charge may be given at an interest rate of 1% above the prevailing Bank rate (CC rate) of SBI from the date of payment of the advance till recovery/refund.

33.2 Advance payment agreed to by the Company shall be paid only against submission of an acceptable bank guarantee whose value should be equivalent to the amount of advance plus the amount of interest covering the period of advance. Bank guarantee shall be valid for 2 months beyond completion of mobilisation and the same may be invoked in the event of Contractor's failure to mobilise as per agreement.

33.3 In the event of any extension to the mobilisation period, Contractor shall have to enhance the value of the bank guarantee to cover the interest for the extended period and also to extend the validity of bank guarantee accordingly.

34.0 INTEGRITY PACT:

34.1 OIL shall be entering into an Integrity Pact with the Bidders as per format enclosed vide **Annexure-A1** of the Bid Document. The Integrity Pact has been duly signed digitally by OIL's competent signatory and uploaded in the OIL's e-portal. The Integrity Pact shall be uploaded 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 the following persons as Independent External Monitors(IEM) for a period of 3(three) years to oversee implementation of Integrity Pact in OIL. Bidders may contact the Independent External Monitor for any matter relating to the IFB at the following addresses:

1. Shri Rajiv Mathur, IPS(Retd), Former Director, IB, Govt. of India;
E-mail: rajivmathur23@gmail.com
2. Shri Satyananda Mishra, IAS(Retd.), Former Chief Information Commissioner of India & Ex-Secretary, DOPT, Govt. of India,
E-Mail ID : satyanandamishra@hotmail.com
3. Shri Jagmohan Garg, Ex Vigilance Commissioner, CVC
E-Mail ID: jagmohan.garg@gmail.com

35.0 LOCAL CONDITIONS:

35.1 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 CUSTOMS DUTY: The Tools and the services under this Contract shall be carried out in PML / OALP areas of the Company which have been issued or renewed to Company. Customs Duty on the imports under this Contract presently shall be Nil. Recommendatory letter shall be provided by the Company to avail nil customs duty benefit. Bidders should take note of the same while quoting. No customs duty is therefore considered for evaluation.

37.1 However, the Contractor shall be bound to pay any duty, fine or penalty that may become payable, if any of the conditions of the Customs Notification No. 12/2012-customs dated 17.03.2017 as amended from time to time are not complied with by the Contractor.

38.0 PURCHASE PREFERENCE: Purchase Preference will be applicable as per latest Govt. Guidelines. Bidders to take note of the same and quote accordingly. It is Bidder's responsibility to submit necessary documents from the Competent Authority to establish that they are eligible for purchase preference against this tender.

39.0 PRICE PREFERENCE: Price Preference will be applicable as per latest Govt. Guidelines. Bidders to take note of the same and quote accordingly. It is Bidder's responsibility to submit necessary documents from the Competent Authority to establish that they are eligible for price preference against this tender.

40.0 PURCHASE PREFERENCE ON LOCAL CONTENT: 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. Bidders seeking benefits, under Purchase Preference Policy (linked with Local Content) (PP-LC) shall have to comply with all the provisions specified in **Annexure-X** and shall have to submit all undertakings / documents applicable for this policy.

41.0 General Health, Safety and Environment (HSE) aspects shall be as per the terms set forth in Appendix-A of the tender document.

42.0 Procedure for obtaining Labour License under Contract Labour (R&A) Act, 1970 & Central Rules-1971 shall be as per terms set forth in Appendix-B of tender document.

43.0 The User Manual provided on the e-portal on the procedure How to create Response for submitting offer may be referred for guidance.

44.0 Bidder must submit undertaking towards submission of authentic information/documents as per Format vide Annexure-XI.

END OF PART - 1

PART – 2

BID EVALUATION CRITERIA (BEC)

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. Bidders are advised not to take any exception/deviations to the bid document.

I. TECHNICAL EVALUATION CRITERIA:

The Bidder must meet the following criteria:

1.0 DRILLING RIG:

1.1 The Bidder shall be in possession of the Rig offered as per Terms of Reference/Technical Specification 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 /buy.

1.1.1 Identification of Rig:

- (i) All the Bidders are required to identify the Rig 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, owner himself shall furnish the certificate confirming availability of the Rig for this contract.
- (iii) In case of leased Rig/proposed purchase of Rig, the Bidders who do not own the Rig at the time of submission of bid, are required to submit along with un-priced bid, i.e. Technical bid, the original Memorandum of Understanding/Agreement of lease/purchase of Rig, concluded with the owner of the Rig, especially for this tender, with documentary proof of ownership of the Rig in the form of registration certificate of the Rig. The above MOU/Agreement must be valid throughout validity of the Bid. In case of leased Rig, the successful Bidder shall be required to keep the MOU/Agreement valid for the period of contract and any extension thereof.
- (iv) The MOU/Agreement must be on a non judicial stamp paper and Notarised in case of Indian Bidder and Endorsed/Notarised by Indian Embassy in case of foreign bidder.
- (v) Bidder would not be allowed to substitute the Rig once offered by them in their Bid during the period of bid validity.

- vi) 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 one week 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 the Rig, will not be considered for price bid opening and would not be considered for award of Contract also.

1.2 **Rig Capacity**: The horsepower rating of the Rig offered should be 1000 HP (minimum). Further, the Rig offered should be self-propelled/trailer-mounted, Mobile Diesel Electric or Mobile Diesel Mechanical having telescoping mast with sub-structure (as per API standard). The detail of the Rig is given in Scope of Work (SOW) of the Tender Document. Bidders must confirm compliance of the same.

1.3 **Residual Life**: The Drilling Unit offered shall have a residual life of minimum 5 (five) years as on the Bid Closing Date (BCD) 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 internationally reputed inspection and certification agency listed in Para 1.4.2 below to this effect shall be submitted along with the Technical Bid. The certificate shall 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, control of PCRs (viz. SCR/ VFD house, MCC etc.), drilling alternators, drilling and auxiliary motors, cable system etc. and as a whole. In case offer is made for a brand new Rig the certificate for residual life is not necessary

1.4 **Inspection of Rig package**:

1.4.1 The Company reserves the right to inspect the complete Rig Package either prior to mobilization or issuance of LOA or during evaluation stage itself to assess the suitability. The Bidders have to give consent on the same.

1.4.2 The Bidder should agree or confirm in respect of submitting a certificate in original prior to mobilization from any one of the following 3rd party inspection agency and any expenditure in this regard shall be borne by the Bidder.

- (a) DNV
- (b) ABS
- (c) BV
- (d) LLOYDS
- (e) Oilfield Audit Services

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

- (i) Name and address of the owner of the Rig after due verification of documents.
- (ii) Confirmation that the Rig meets the technical specification as laid down in the Tender Document.

(iii) Make, Model, Capacity/Rating, Year of Manufacture etc. as inspected for each critical/major components of Rig along with duly filled-in all necessary Proforma, Annexures etc. enclosed in the Tender Document.

(iv) In case of new Rig, the Bidder should submit a certificate in original from the manufacturer along with the Technical Bid. The certificate from manufacturer should also clearly indicate the committed date of readiness of the Rig for shipment after due inspection and certification from any one of the 3rd party inspection agencies specified above prior to shipment.

1.4.3 The offered Rig should be capable of drilling oil & gas wells, fulfilling “Scope of Work” and conforming to the technical specification as laid down in the Bid Document. The offered Rig must be suitable for cluster location (1 + 2 Wells). Spacing between wells at surface on cluster well plinth is 10m (approx). Bidders must confirm compliance of the same.

1.4.4 **Mobilization:** Offers indicating mobilization time more than 120 (One hundred twenty) days from the date of issuance of LOA will be summarily rejected. However, Bidders are advised to indicate their best possible mobilization period (less than 120 days) in their Bids

2.0 EXPERIENCE:

2.1.1 The Bidder must have the following experience during the last seven (07) years reckoned from the original Bid Closing Date (BCD):

- (i) Minimum one (1) year continuous experience of providing drilling services with minimum 1000 HP capacity Mobile Drilling Rig on charter hire basis.
- (ii) Drilling of at least 5 (five) nos. oil/gas wells with Drilling Rig of minimum 1000 HP capacity out of which one (1) well should be of depth range of 2800m minimum.

3.0 Indian Company/Indian Joint Venture Company as bidder: 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 must meet the criteria under clause 1.0 & 2.0 above.

- i. Details of experience and past performance of the bidder and the collaborator (in case of collaboration) or of joint venture partner (in case of a joint venture), on works/jobs done of similar nature in the past and details of current work in hand and other contractual commitments, indicating areas and clients are to be submitted along with the Technical Bid, in support of the experience criteria laid down above.
- ii. Indian Companies/Joint Venture Companies: Indian bidders whose proposal for technical collaboration/joint venture involves foreign equity participation or payment of royalty and / or lump sum for technical know-how and wherever Govt. approval is necessary, are required to submit copy of Govt. approval, on their application submitted to SIA, prior to the date of price bid opening. Bidder must submit along with their technical bid Memorandum of

Understanding (MOU)/Agreement with their technical collaborator / Joint venture partner (in case of Joint venture) clearly indicating their roles & responsibilities under the scope of work.

- iii. MOU/Agreement concluded by the bidder with technical collaborator/joint venture partner (in case of Joint Venture), must also be addressed to the Company, clearly stating that the MOU Agreement is applicable to this tender and shall be binding on them for the entire contract period. Notwithstanding the MOU/Agreement, the responsibility of completion of job under this contract will be with the bidder.
- iv. The MOU/Agreement should be legally valid i.e. it should be on a non-judicial stamp paper and notarised. In case of involvement of overseas bidder, the MOU / Agreement should be notarised / endorsed by Indian Embassy.

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

- A. The leader of the consortium can submit bid on behalf of consortium of bidders. Memorandum of Understanding (MOU) between the consortium members duly executed by the CEOs or authorized representative of the consortium members must accompany the bid which should clearly define role/scope of work of each partner/member and should clearly define the leader of the consortium and also authorizing the leader for signing and submission of Bid on their behalf. 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 extension, 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 rectify all the acts and decision of the Leader of the 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 fulfillment of the contract obligation.
- (vi) In case of consortium bids, the bid shall be digitally signed by the authorized representative of the leader of the consortium. The power of Attorney from each member authorizing the leader for signing and submission of Bid on behalf of individual member must accompany the bid, if the same is not mentioned in the MOU submitted along with the bid.
- (vii) Document/details pertaining to qualification of the 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) **Constitution of consortium:** If during the evaluation of bid, a consortium leader proposes any alterations/changes in the constitution or replacement or inclusion or expulsion of any partner(s)/member(s) of the consortium which had originally submitted the bid, to drive some advantages/benefits based on any development(s) having come to knowledge at any time, the bid of such a consortium shall be liable for rejection.
- (ix) Signing of contract: In the event of award of contract to the consortium, the contract to be signed by the leader of the consortium on behalf of the members of the consortium and the liability shall be binding to each member of the consortium jointly and severally.
- (x) 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/Subsidiary/Co-Subsidiary/Sister subsidiary will be rejected.
- (xi) The consortium partners should satisfy the experience criteria as per Clause 1.0 above in their respective domain.
- (xii) Certified copies (attested by Director/Company Secretary) of Board resolutions passed by respective Board of Directors of the companies (Consortium leader and members) agreeing to entering into such consortium with each other for submission of bid for the NIT and authorising designated executives of each company to sign in the MOU to be provided along with the technical bid.
- (xiii) The MOU/Agreement should be legally valid i.e. it should be on a non-judicial stamp paper and notarised. In case of involvement of overseas

bidder, the MOU / Agreement should be notarised / endorsed by Indian Embassy.

- 3.2 **Eligibility criteria in case Bid is submitted on the basis of the Technical Experience of the Parent/Subsidiary Company:** Offers of those bidders who themselves do not meet experience criteria as stipulated in clause 1.0 above can also be considered provided the bidder is a wholly subsidiary company of the parent company which meets the above mentioned experience criteria or the parent company can also be considered on the strength of its wholly subsidiary company. However, the parent/subsidiary company of the bidder should on its own meet the technical experience as aforesaid and should not rely on its sister subsidiary/co-subsubsidiary company or through any other arrangement like technical collaboration etc. In that case, as the subsidiary company is dependent upon the technical experience of the parent company or vice-versa, with a view to ensure commitment and involvement of the parent/subsidiary company for successful execution of the contract, the participating bidder must enclose an agreement, as per format furnished vide **Attachment-I**, between the parent and the subsidiary company or vice-versa and Parent/Subsidiary Guarantee, as per format furnished vide **Attachment-II**, from the parent/subsidiary company to OIL for fulfilling the obligations under the agreement, along with the technical bid.
- 3.3 **Eligibility criteria in case Bid is submitted on the basis of the Technical Experience of Sister Subsidiary/Co-Subsidiary Company:** Offers of those bidders who themselves do not meet the technical experience criteria stipulated in 1.0 above can also be considered based on the experience of their Sister Subsidiary/Co-Subsidiary company within the ultimate parent/holding company subject to meeting the following conditions:
- (a) Provided that the sister subsidiary/co-subsubsidiary company and the bidding company are both wholly subsidiaries of an ultimate parent/holding company either directly or through intermediate wholly subsidiaries of the ultimate parent/holding company or through any other wholly subsidiary company within the ultimate parent/holding company. Documentary evidence to this effect to be submitted by the ultimate parent/holding company along with the technical bid.
 - (b) Provided that the sister subsidiary/co-subsubsidiary company on its own meets the technical experience criteria laid down in clause 1.0 above and not through any other arrangement like technical collaboration etc.
 - (c) Provided that with a view to ensure commitment and involvement of the ultimate parent/holding company for successful execution of the contract, the participating bidder must submit an agreement, as per format furnished vide **Attachment-III**, between them, their ultimate parent/holding company, along with the technical bid.
- A. **In both the situations mentioned in 2.2 and 2.3 above, following conditions are required to be fulfilled /documents to be submitted:**

- A-1. Undertaking by ultimate parent to provide a Performance Security (as per format enclosed as Proforma-FA), equivalent to 50% of the value of the Performance Security which is to be submitted by the bidding company, in case the supported bidding company is the successful bidder. In cases where foreign based ultimate parent does not have Permanent Establishment in India, the bidding company can furnish Performance Security for an amount which is sum of Performance Security amount to be submitted by the bidder and additional 50% Performance Security amount required to be submitted by the ultimate parent. In such case bidding company shall furnish an undertaking that their foreign based ultimate parent is not having any Permanent Establishment in India in terms of Income Tax Act of India.
- A-2. Undertaking from the ultimate parent to the effect that in addition to invoking the Performance Security submitted by the contractor, the Performance Security provided by ultimate parent shall be invoked by OIL due to non-performance of the contractor.

Note: In case ultimate parent fails to submit Performance Bank Guarantee as per A-1. above, Bid Security submitted by the bidder shall be forfeited.

3.4 Any party who is extending support by way of entering into consortium/collaboration agreement or MOU with another party shall not be allowed to submit an independent Bid against this tender. Under such situation both the Bids shall be rejected. Further, all Bids from parties with technical collaboration support from the same principal against this tender shall be rejected.

3.5 Joint venture partnership / collaboration, with a firm bidding as an independent identity against this tender, will not be accepted.

4.0 Details of experience and past performance of the Bidder and the Collaborator (in case of collaboration) or of Joint Venture Partner (in case of a joint venture), on works/jobs done of similar nature in the past are to be submitted along with the Un-priced Bid (Technical), in support of experience laid down at Para 1.0 & 2.0 above. Also, details of current work in hand and other contractual commitments of the Bidder (indicating areas and clients) are to be submitted along with the un-priced bid.

5.0 CREW EXPERIENCE:

5.1 The Bidder shall confirm to deploy minimum nos. and the category of the Rig crew personnel as indicated under Scope of Work/Terms of Reference of the Bid Document. The Drilling Key Personnel must have requisite experience and meet eligibility criteria in their respective position and should be fluent in English. Bidder may deploy additional personnel for maintenance /operation /supervision /training/inspection at their cost. OIL shall make no payment for additional personnel so deployed.

5.2 Confirmation in regard to the point above shall be submitted in the Technical Bid. However, list of all crew personnel with bio-data, proof of

qualification & experience etc. shall be submitted for approval of OIL before commencement of work.

6.0 DOCUMENTS:

Bidders must furnish documentary evidences in support of fulfilling the entire above requirement as under:

- 6.1 Rig offered – Documents relating to Rig already in possession or propose to own / lease along with technical specifications / details.
- 6.2 Residual life of the offered Rig as per Para 1.3 above.
 - a) Drilling experience of the Bidder – Statement to be furnished by Bidder in a tabular form along with copies of contracts/work orders/completion certificates / payment certificates issued by the clients.
 - b) Financial turn-over of the Bidder– Audited balance sheets/profit and loss accounts etc.
 - c) MOU or legally acceptable documents in support of tie-up arrangements along with the technical bid.

II. FINANCIAL EVALUATION CRITERIA:

1.0 Annual Financial Turnover of the Bidder during any of preceding three financial / accounting years from the original bid closing date should be at least **INR 15.51 Crores (or equivalent in US\$)**.

2.0 "**Net Worth**" of the Bidder should be positive for the preceding financial/accounting year.

3.0 Documentary evidence in the form of Audited Balance Sheet and Profit & Loss Account for the preceding 03 (three) financial / accounting years should be submitted along with the technical bid.

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'.

Notes:

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

- i) A certificate issued by a practicing Chartered Cost Accountant (with Membership Number and Firm Registration Number), certifying the Annual turnover & Net worth as per format prescribed in ANNEXURE - 1.

OR

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

b) In case the Bidder is a Central Govt. Organization/PSU/State Govt. Organization/Semi-State Govt. Organization or any other Central/State Govt. Undertaking, where the auditor is appointed only after the approval of Comptroller and Auditor General of India and the Central Government, their certificates may be accepted even though FRN is not available. However, Bidder to provide documentary evidence for the same.

3.1 In case the Audited Balance sheet and Profit Loss Account submitted along with the bid are in currencies other than INR or US\$, the Bidder shall have to convert the figures in equivalent INR or US\$ considering the prevailing conversion rate on the date on which the Audited Balance Sheet and Profit & Loss Account is signed. A CA Certificate is to be submitted by the Bidder regarding converted figures in equivalent INR or US\$.

4.0 In case the Bidders a Consortium, then any one of the Consortium members individually shall have to meet the financial turn-over criteria as per Para II 1.0 above. Other Consortium members individually shall have to meet the financial turn-over criteria of **INR 7.76 Crores (or equivalent in US\$)**.

5.0 In case the Bidder is subsidiary company (should be a wholly owned subsidiary of the parent/ultimate parent/holding company) who does not meet financial criteria by itself and submits his bid based on the strength of his parent/ultimate parent/holding company, then following documents need to be submitted.

- i) Turnover of the parent/ultimate parent/holding company should be in line with Para II.1.0 above.
- ii) Net Worth of the parent/ultimate parent/holding company should be positive.
- iii) Corporate Guarantee on parent/ultimate parent/holding company's company letter head signed by an authorised official undertaking that they would financially support their wholly owned subsidiary company for executing the project/job in case the same is awarded to them.
- iv) Document of subsidiary company towards wholly owned subsidiary of the parent/ultimate parent/holding company.

III. COMMERCIAL EVALUATION CRITERIA:

The following vital commercial criteria should be strictly complied with failing which the bid will be rejected:

1.0 Bids shall be submitted under single stage two-bid system i.e. Technical Bid and Priced Bid separately. Bids shall be rejected outright if the prices are indicated in the technical bids or if not conforming to this two bid system.

2.0 Bidder shall offer firm prices. Price quoted by the successful Bidder must remain firm during the execution of the contract and not subject to variation on any account.

3.0 Bids with shorter validity i.e. less than **120 days** from the bid closing date shall 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 office at Jodhpur before bid closing date & time. 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 shall be rejected.

5.0 The Integrity Pact must be uploaded in OIL's E-Procurement portal 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. If any Bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid shall be rejected straightway.

6.0 Bids received through the e-procurement portal shall only be accepted. Bids received in any other form shall not be accepted.

7.0 Bids submitted after the Bid Closing Date and Time shall be rejected.

8.0 The bid documents are not transferable. Bids made by Bidders who have not been issued the bid documents from the Company shall be rejected.

9.0 Bids shall be typed or written in indelible ink and shall be digitally signed by the Bidder or his authorized representative.

10.0 Bids shall contain no interlineations, erasures or over writing except as necessary to correct errors made by Bidders, in which case such corrections shall be initialled by the person(s) signing the bid.

11.0 Bidders shall bear, within the quoted rates, the personal tax as applicable in respect of their personnel and Sub-Contractor's personnel, arising out of execution of the contract.

12.0 Bidders shall bear, within the quoted rate, the corporate tax as applicable on the income from the contract.

13.0 Bidders shall quote their price exclusive of GST. The GST amount on the taxable part of the goods/services provided by the Contractor shall be paid by the Company as per provisions of the GST Act.

14.0 Any Bid containing false statement shall be rejected.

15.0 Bidders must quote clearly and strictly in accordance with the price schedule outlined in "Price Bid Format" (Proforma – B) of Bid Document; otherwise the Bid will be summarily rejected.

16.0 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.

17.0 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
- v) Acceptance of Jurisdiction and Applicable Law
- vi) Liquidated damage and penalty clause
- vii) Safety & Labour Law
- viii) Termination Clause
- ix) Integrity Pact
- x) Withholding Clause

18.0 Indian Bidders, whose proposal for technical collaboration/joint venture involves foreign equity participation or payment of royalty and/or lump sum for technical know-how and wherever Govt. approval is necessary, are required to submit copy of Govt. approval on their application along with the un-priced technical bid.

19.0 **Customs duty:** The Services under the contract shall be carried out in Jaisalmer PML areas and OLAP area under Rajasthan project of OIL and therefore, customs duty is not payable on items imported for execution of the contract. The Bidder should take note of this while submitting bid against the tender.

IV. GENERAL

1.0 The Statement of Compliance (enclosed PROFORMA – D) should be digitally signed and uploaded along with the Technical Bid (un-priced). In case Bidder takes exception to any clause of Tender Document not covered under BEC, then the Company has the discretion to load or reject the offer on account of such exception if the Bidder does not withdraw/modify the deviation when/as advised by the Company. The loading so done by the Company will be final and binding on the Bidders.

2.0 To ascertain the substantial responsiveness of the Bid the Company reserves the right to ask the Bidder for clarification in respect of clauses covered under BEC also and such clarifications fulfilling the BEC clauses in totality must be received on or before the deadline given by the Company, failing which the offer will be summarily rejected.

3.0 Any exception or deviation to the Tender requirements must be tabulated in PROFORMA-D of this Section by the Bidder in their Technical Bid only. Any additional information, terms or conditions included in the Commercial (Priced) Bid will not be considered by OIL for evaluation of the Tender.

4.0 The Integrity Pact (Annexure-A1) 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. Bids without the Integrity Pact digitally signed by the Bidder shall be rejected straightway.

5.0 The Company reserves the right to cancel/withdraw the tender or annul the bidding process at any time prior to award of contract, without thereby incurring any liability to the Bidders or any obligation to inform the Bidders of the grounds of Company's action.

6.0 If any clauses in the BEC contradict clauses elsewhere in the Bid Document, then the clauses in the BEC shall prevail.

7.0 DOCUMENTS

Bidders must furnish documentary evidences with the specific chapters, separated by dividers, in the same order as set out here below (a) to (f) in support of fulfilling all the requirements.

- a. Experience of bidder – Statement to be furnished by bidder in tabular form along with copies of contracts / work orders / completion certificates / proof of release of Performance Security/ final payment certificates issued by the clients/ any other documentary evidence that can substantiate the satisfactory execution of the contracts.
- b. MOU/ Agreement concluded with consortium partners along with the Technical bid.
- c. Financial turnover of bidder– Audited balance sheets / profit and loss accounts etc. for the past three (3) years.
- d. Contractor's general structure and organisation, including the branch / sub-division dedicated to such activities.
- e. Details of bidder's Health, Safety and Environmental Policy and Programme together with HSE Management System. HSE considerations on site and throughout the requirement are part of contractor's responsibility and Contractor must have proven methods for managing risks associated with its own scope of services and all interfaces with others. These methods must be clearly indicated.
- f. Resume of key personnel to be involved in the services with experience in their respective position.

V. BID EVALUATION:

The bids conforming to the technical specifications, terms and conditions stipulated in the bidding document and considered to be responsive after

subjecting to Bid Evaluation Criteria will be considered for further evaluation as per the Bid Evaluation Criteria given below:

1.0 Commercial Bids (price-bids) of only the technically qualified Bidders will be opened on a pre-determined date and the same will be evaluated taking in to account the sum total cost of all components quoted by the Bidders as per Price Bid Format (Proforma-B) and the contract will be awarded to the lowest evaluated Bidder.

2.0 If there is any discrepancy between the unit price and total price, the unit price will prevail and total price shall be corrected. Similarly, if there is any discrepancy between words and figure, the amount in words shall prevail and will be adopted for evaluation.

3.0 For conversion of foreign currency into Indian currency for evaluation of Bids, Bill selling Card 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 Bill Selling Card rate declared by SBI on the date prior to the date of final decision shall be adopted for conversion and evaluation.

4.0 The Bidders must quote their charges/ rates in the manner as called for vide "Schedule of Rates" under Part-3, Section-IV and the summarized Price Bid Format vide enclosed Proforma-B.

5.0 The contract will be signed with successful Bidder for two (02) year of operation initially with a provision for extension by one (01) more year or part thereof. Depending on the performance of the Contractor, the Company reserves the right to extend the contract for one (1) year or part thereof under the same rates, terms and conditions. However, Bids will be evaluated on total cost for two (2) years of operation only.

6.0 The rates towards Standby, Repair, Stack and Force Majeure will be restricted to the limit indicated against each as under:

- a) Quoted Standby Day Rate shall not exceed 90% of the Operating Day Rate.
- b) Quoted Repair Day Rate and Stack Day Rate shall not exceed 60% of Operating Day Rate.
- c) Quoted Force Majeure Day Rate shall not exceed 50% of Operating Day Rate.

Note:

Bidders offering to bring the Rig in to India on re-exportable basis for execution of this contract shall have to re-export the Rig Package after completion of the assignment. The Bidder will be fully responsible to pay the customs duty in case the Rig is taken by them to area where customs duty is applicable on merit. This is applicable in case Oil India Limited issues Recommendatory Letter for availing NIL rate of Customs Duty for import of goods.

7.0 MOBILIZATION AND DEMOBILISATION FEE:

7.1 MOBILISATION FEE:

Bidders shall quote lump-sum mobilization fee of Drilling Rig and equipment from different places not exceeding 7.5% of TCRO (Total Cost of Rig Operation) for one(01) year.

7.2 DE-MOBILISATION FEE:

Bidders shall quote lump-sum de-mobilization fee of Drilling Rig and equipment to different places not less than 06% of TCRO (Total Cost of Rig Operation) for one(01) year.

Note:-

- a) Lump-sum mobilization & de-mobilization fee includes Rig & all the equipment required for services as per 'Scope of Work'.
- b) Lump-sum mobilization & demobilization fees exclude GST.
- c) In case mobilization & de-mobilization charge quoted by the Bidder exceeds the limit specified above then the offer of such Bidder shall be straightway rejected.

8.0 The quantities shown against each item in the “**Price Bid Format (i.e. in Proforma-B)**” are tentative quantities for two years and 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 shall be paid on the basis of actual quantum of jobs carried out during job execution. However, execution of jobs in excess of the quantity mentioned herein requires Company's prior approval.

9.0 To ascertain the inter-se-ranking, the comparison of the responsive bids will be made subject to loading for deviation, if any. Commercial Bids shall be evaluated taking into account the rates quoted in the PRICE BID FORMAT as per Proforma – B.

TOTAL COST OF RIG OPERATION FOR 24 MONTHS: $T = TCRO$

$TCRO = (TM+TD+TODR+TSDR+TRDR+TFMR+TSTR)+TILM+TFAC+TTDC$

(i)	Total Mobilization Charges (Lump-sum)	: TM	= M x 1
(ii)	Total Demobilization Charge (Lump-sum)	: TD	= D x 1
(iii)	Total Operating Day Rate	: TODR	= ODR X 450days
(iv)	Total Standby Day Rate	: TSDR	= SDR X 150 days.
(v)	Total Repair Day Rate	: TRDR	= RDR X 10 days.
(vi)	Total Force Majeure Day Rate	: TFMR	= FMR X 30 days.
(vii)	Total Stack Day Rate (with skeleton crew)	: TSTR	= STR X 30 days.
(viii)	Inter-Location Move Charges -		
(a)	For movement within a distance of 0-35 KMs	: TILM1	= ILM1 X 5

(b) For movement in excess of 35 Kms (ILM2 is only for the distance beyond 35 KM)	: TILM2 = ILM2 X 2500KM
(c) Movement for cluster location on same plinth (The spacing between wells at surface in cluster well plinth is around 10 m.)	: TILM3 = ILM3 X 4
Total Inter-Location Movement Charges	: TILM = TILM1+TILM2+TILM3
(ix) Total charges for food/accommodation in excess of 25 numbers OIL's personnel	: TFAC
(a) Total Bed tea/coffee (with biscuits)	: TBT = BT X 400 nos.
(b) Total Break Fast	: TBF = BF X 400 nos.
(c) Total LUNCH	: TL = L X 600 nos.
(d) Total Evening tea with snacks	: TET = ET X 400 nos.
(e) Total Dinner	: TD = D X 400 nos.
(f) Total Accommodation-Exec.	: TAE = AE X 200 nos.
(g) Total Accommodation- Non-Exec.	: TANE = ANE X 200 nos
Total charges for food/accommodation in excess of 25 OIL's personnel	: TFAC=(TBT+TBF+TL+TET+TD +TAE+TANE)

NOTE:

1. The above quantities are considered for evaluation purpose only.
2. The above items are defined in Schedule of Rates/Price bid format.
3. Any exceptions / deviations to tender must be spelt out by bidders in their technical bid only. Commercial bid should be a replica of the technical bid except that it should contain prices. Any additional information / terms / conditions furnished in commercial bid will not be considered by OIL for evaluation / award of contract.
4. Bidder is to declare the information as requested vide Proforma-A against each of the items to be imported.
5. Above quoted rate should include all taxes and duties other than GST. GST as applicable will be extra and payable by OIL.

10.0 Custom Duty: Customs Duty will not be considered for evaluation of the offers as the proposed operation shall be carried out in Baghewala and Jaisalmer PML Areas and OALP area under Rajasthan Project where Customs Duty is NIL. Bidders' should take note of the same while quoting.

END OF PART – 2

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) "Company" or "OIL" means Oil India Limited;

(d) "Contractor" means the Contractor performing the work under this Contract.

(e) "Contractor's Personnel" means the personnel to be provided by the Contractor to provide services as per the contract.

(f) "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.

(g) "Contractor's items" means the equipment, materials and services, which are to be provided by Contractor or to be provided by Company at the expense of the Contractor, which are listed in Tender Document under Terms of Reference and Technical Specifications.

(h) "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.

(i) "Company Representative" means the person or persons appointed and approved from time to time by the Company to act on its behalf for overall coordination and project management purpose.

(j) "The Work" means each and every activity required for the successful performance of the services described in Section II, the Terms of Reference.

(k) "Day" means a calendar day of twenty-four (24) consecutive hours beginning at 07:00 hrs. and ending at 07:00 hrs.

(l) "Party" means either the Company or Contractor as the context so permits and, as expressed in the plural, shall mean the Company and Contractor collectively.

(m) "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.

(n) "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.

(o) "Wilful Misconduct" means intentional disregard of good and prudent standards of performance or proper conduct under the Contract with knowledge that it is likely to result in any injury to any person or persons or loss or damage of property.

(p) "Affiliate" means any Person Which Controls, or is Controlled by, or under common Control with a Party; "Control" in this context means ownership of more than fifty percent (50%) of the shares of a Person and/or the right to appoint majority directors on Board by contract or otherwise.

(q) "Co-venturers" shall mean any co-venturers with the Company from time to time having an interest in either the PSC and/or a Joint and/or associated contracts for the purposes of exploration and production in Operating Contract the Operating Area and on whose behalf the Company would be deemed to have entered into this Contract.

2.0 EFFECTIVE DATE, MOBILISATION TIME/DE-MOBILIZATION TIME, DATE OF COMMENCEMENT OF THE CONTRACT AND DURATION OF CONTRACT:

2.1 EFFECTIVE DATE OF CONTRACT: The contract shall become effective as of the date Company notifies the Contractor in writing that it has been awarded the contract. This date of issuance of Letter of Award (LOA) by the Company will be the Effective Date of Contract.

2.2 MOBILISATION/De-MOBILISATION TIME OF THE CONTRACT: Company expects quick mobilization to commence the work at the earliest. The mobilization is required to be completed in all respect within 120 days from the date of LOA or Mobilisation notice from the company. 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 CONTRACT: The date on which the mobilization is completed in all respects will be treated as date of Commencement of Contract.

2.4 DURATION OF CONTRACT: The contract shall be valid for a period of Two (02) years from the Date of Commencement of the Contract with a provision for

extension by another One(01) year or part thereof at the same rates, terms and conditions.

3.0 GENERAL OBLIGATIONS OF CONTRACTOR: Contractor shall, in accordance with and subject to the terms and conditions of this Contract:

3.1 Perform the work described in the Terms of Reference (Part-3, Section-II) in most economic and cost effective way.

3.2 Except as otherwise provided in the Terms of Reference and the Special Conditions of the Contract, provide all labour as required to perform the work.

3.3 Perform all other obligations, work and services which are required by the terms of this contract or which reasonably can be implied from such terms as being necessary for the successful and timely completion of the work.

3.4 Contractor shall be deemed to have satisfied himself before submitting their bid as to the correctness and sufficiency of its bid for the services required and of the rates and prices quoted, which rates and prices shall, except insofar as otherwise provided, cover all its obligations under the contract.

3.5 Contractor shall give or provide all necessary supervision during the performance of the services and as long thereafter within the warranty period as Company may consider necessary for the proper fulfilling of contractor's obligations under the contract.

4.0 GENERAL OBLIGATIONS OF THE COMPANY: Company shall, in accordance with and subject to the terms and conditions of this contract:

4.1 Pay Contractor in accordance with terms and conditions of the contract. The period of time for which each rate shall be applicable shall be computed from and to the nearest an hour. The rates contained in the Contract shall be based on Contractor's operation being conducted on a seven (07) days week and a twenty-four (24) hours work day. Under the Contract, Contractor will be entitled to the applicable rate defined in PROFORMA –B. These rates are payable when the required condition has existed for a full 24 hours' period. If the required condition existed for less than 24 hours, then payments shall be made on pro-rata basis.

4.2 Allow Contractor access, subject to normal security and safety procedures, to all areas as required for orderly performance of the work.

4.3 Perform all other obligations required of Company by the terms of this contract.

5.0 PERSONNEL TO BE DEPLOYED BY CONTRACTOR

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

5.2 The Contractor should ensure that their personnel observe applicable company and statutory safety requirement. Upon Company's written request, Contractor, entirely at his own expense, shall remove immediately any personnel

of the Contractor determined by the Company to be unsuitable and shall promptly replace such personnel with personnel acceptable to the Company. Replacement personnel should be mobilized within ten (10) days from the date of issuance of notice without affecting the operation of the company.

5.3 The Contractor shall be solely responsible throughout the period of the contract for providing all requirements of their personnel including but not limited to, their transportation to & fro from field/drilling site, en-route/ local boarding, lodging & medical attention etc. Company shall have no responsibility or liability in this regard.

5.4 Contractor's key personnel shall be fluent in English language (both writing and speaking).

6.0 WARRANTY AND REMEDY OF DEFECTS

6.1 Contractor warrants that it shall perform the work in a professional manner and in accordance with their highest degree of quality, efficiency, and with the state of the art technology/inspection services and in conformity with all specifications, standards and drawings set forth or referred to in the Technical Specifications. They should comply with the instructions and guidance; which Company may give to the Contractor from time to time.

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

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 have 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. Other than the information provided by the Contractor, the Contractor shall not be responsible for any inaccurate information provided by the Company to the Tax authorities and the Company shall indemnify the Contractor for all claims, expenses, costs or losses of any nature arising from such inaccuracy. 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 taxes and levies other than GST and customs duty on purchases and sales made by Contractor shall be borne by the Contractor.

8.8 **Goods and Services Tax (GST):** The quoted price should be exclusive of 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. Bidder should take note of the following while submitting their offer in GST regime.

GOODS AND SERVICES TAX:

G1. "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.

G2. The quoted price shall be deemed to be inclusive of all taxes and duties except "Goods and Services Tax" (hereinafter called GST) (i.e. IGST or CGST and SGST/UTGST applicable in case of interstate supply or intra state supply respectively and GST compensation Cess if applicable).

G3. 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 (Oil India Limited)/Client. 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 / Client shall not be liable to make any payment on account of GST against such invoice.

G4. 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.

G5. GST payable under reverse charge 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/Client.

G6. Where OIL/client has the obligation to discharge GST liability under reverse charge mechanism and OIL/client 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/client or ITC with respect to such payments is not available to OIL/client for any reason which is not attributable to OIL/client, then OIL/client shall be entitled to deduct/ setoff / recover such amounts against any amounts paid or payable by OIL/Client to Contractor / Supplier.

G7. The Supplier shall always comply with the requirements of applicable laws and provide necessary documents as prescribed under the Rules & Regulations, as applicable from time to time. In particular, if any tax credit, refund or other benefit is denied or delayed to OIL / Project Owner due to any non-compliance / delayed compliance by the Supplier under the Goods & Service Tax Act (such as failure to upload the details of the sale on the GSTN portal, failure to pay GST to the Government) or due to non-furnishing or furnishing of incorrect or incomplete documents by the Supplier, the Supplier shall be liable to reimburse OIL / Project Owner for all such losses and other consequences including, but not limited to the tax loss, interest and penalty.

G8. 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 / Client for reasons attributable to Contractor / Vendor, OIL / client 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 / client 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 / Project Owner.

G9. 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.

G10. 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.

G11. The contractor will be liable to ensure to have registered with the respective tax authorities 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.

G12. 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.

G13. OIL/client 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/client is entitled for input credit of GST, the same will be considered for evaluation of bid as per evaluation methodology of tender document.

G14. GST (GOODS & SERVICE TAX) (TRANSPORTATION CHARGES, SUPERVISION / TRAINING, SITE WORK):

The quoted Prices towards Transportation, Supervision, Training, Site Work, AMC shall be inclusive of all taxes & levies except Goods & Service Tax (GST).

Goods & Service Tax (GST) as billed by the Supplier shall be payable at actuals by Owner subject to Contractor furnishing proper tax invoice issued in accordance with Goods & Service Tax (GST) rules to enable Owner to take input tax credit as per Govt. Rules 2004 on Goods & Service Tax (GST) paid.

Goods & Service Tax (GST) shall not be payable, if the requirements as specified above are not fulfilled by the Supplier. In case of non-receipt of above, Owner shall withhold the payment of Goods & Service Tax (GST).

In case of Foreign Bidders, where foreign bidder does not have permanent establishment in India, for supervision/training services by foreign supervisor at Project Site, Goods & Service Tax (GST) shall be paid by Owner to tax authorities.

G15. 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 Owner/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;
- 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 inter-state 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. 15. (a), (b), (c), (d), (g), (k), (l), (m) & (o) above.

G16. 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, E1/E2 Forms, and any other form of indirect tax except of GST mentioned in the bidding document shall be ignored.

8.9 Oil India Ltd., Rajasthan Project's GST provisional ID No. :08AAACO2352C1ZX

9.0 **INSURANCE:**

9.1 The Contractor shall arrange insurance to cover all risks in respect of their personnel, materials and equipment (except when tools / equipment are below Rotary Table or in the well bore) belonging to the Contractor or its subcontractor (if applicable) during the currency of the contract including the third party items/consumables. For materials/equipment belong to the Contractor or its sub-contractor, Contractor may self-insure the same.

9.2 Contractor shall at all time during the currency of the contract provide, pay for and maintain the following insurance amongst others except when tools/equipment is below Rotary Table or in the well bore:

- a) Workmen compensation insurance as required by the laws of the country of origin of the employee.
- b) Employer's Liability Insurance as required by law in the country of origin of employee.
- c) General Public Liability Insurance or Comprehensive General Liability insurance covering liabilities including contractual liability for bodily injury, including death of persons, and liabilities for damage of property. This insurance

must cover all operations of Contractor required to fulfil the provisions under this contract.

d) Contractor's equipment used for execution of the work hereunder shall have an insurance cover with a suitable limit (as per international standards) except when tools /equipment are below Rotary Table or in the well bore or Contractor may self-insure its tools/ equipment.

e) Automobile Public Liability Insurance covering owned 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, "if applicable".

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

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

9.5 If any of the above policies expire or are cancelled during the term of this contract and Contractor fails for any reason to renew such policies, then the Company will renew/replace same and charge the cost thereof to Contractor. Should there be a lapse in any insurance required to be carried out by the Contractor for any reason whatsoever, loss/damage claims resulting there from shall be to the sole account of Contractor.

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

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

9.8 Contractor shall obtain additional insurance or revise the limits of existing insurance as per Company's request in which case additional cost shall be to Contractor's account.

10.0 CHANGES:

10.1 During the performance of the work, Company may make minor change to take care of any supplementary work within the general scope of this Contract including, but not limited to, changes in methodology, and minor additions to or deletions from the work to be performed. Contractor shall perform the work as changed. Changes of this nature will be affected by written order by the Company.

10.2 If any change result in an increase in compensation due to Contractor or in a credit due to Company, Contractor shall submit to Company an estimate of the amount of such compensation or credit in a form prescribed by Company. Such estimates shall be based on the rates shown in the Schedule of Rates (Part-3,

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

11.0 FORCE MAJEURE:

11.1 In the event of either party being rendered unable by 'Force Majeure' to perform any obligation required to be performed by them under the contract, the relative obligation of the party affected by such 'Force Majeure' will stand suspended 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.

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

11.3 Should 'force majeure' condition as stated above occurs and should the same be notified within seventy-two (72) hours after its occurrence the 'force majeure' rate shall apply for the first fifteen (15) days. Parties will have the right to terminate the Contract if such 'force majeure' conditions continue 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 force majeure period unless otherwise agreed to.

12.0 TERMINATION:

12.1 **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.

12.2 **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.

12.3 **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.

12.4 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.

12.5 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.

12.6 TERMINATION DUE TO NON-AVAILABILITY OF EQUIPMENT/PERSONNEL: 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.

12.7 Notwithstanding any provisions herein to the contrary, the Contract may be terminated at any time by the company on giving 15 (fifteen) days written notice to the Contractor due to any other reason not covered under the above clause from 12.1 to 12.6 and in the event of such termination the Company shall not be liable to pay any cost or damage to the Contractor except for payment of services as per the Contract up to the date of termination including the Demob cost, if any.

12.8 CONSEQUENCES OF TERMINATION:

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

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

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

13.0 SETTLEMENT OF DISPUTES AND ARBITRATION:

13.1 Arbitration (Applicable for Suppliers/Contractors other than PSU) :

Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, in connection with construction, meaning, operation, effect, interpretation of the contract or breach thereof which parties are

unable to settle mutually, the same shall be referred to Arbitration as provided hereunder:

1. A party wishing to commence arbitration proceeding shall invoke Arbitration Clause by giving 30 days' notice to the other party. The notice invoking arbitration shall specify all the points of dispute with details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and not thereafter. If the claim is in foreign currency, the claimant shall indicate its value in Indian Rupee for the purpose of constitution of the arbitral tribunal.

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

Claim amount (excluding claim for interest and counter claim, if any)	Number of Arbitrator	Appointing Authority
Up to INR 5 Crore	Sole Arbitrator	OIL
Above INR 5 Crore	3 Arbitrators	One Arbitrator by each party and the 3rd 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)
Up to INR 5 Crore	Within 8 months
Above INR 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.

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

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

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

14.0 NOTICES:

14.1 Any notice given by one party to other, pursuant to this Contract shall be sent in writing or by telex or Fax and confirmed in writing to the applicable address specified below:

a) **Company**

OIL INDIA LIMITED
2- A, DISTRICT SHOPPING CENTRE
SARASWATI NAGAR, BASNI,
JODHPUR-342005, RAJASTHAN
Fax No. 0291- 2727050

b) **Contractor**

Fax No. :

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

15.0 SUBCONTRACTING/ASSIGNMENT:

15.1 Contractor shall not subcontract, transfer or assign the contract, in full or any part under this contract, to any third party(s). Except for the main services under this contract, Contractor may sub-contract the petty support services subject to Company's prior approval. However, Contractor shall be fully responsible for complete execution and performance of the services under the Contract.

16.0 MISCELLANEOUS PROVISIONS:

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

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

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

16.4 Key personnel cannot be changed during the tenure of the Contract except due to sickness/death/resignation of the personnel in which case the replaced person should have equal experience and qualification, which will be again subject to approval, by the Company.

17.0 LIQUIDATED DAMAGES AND PENALTY FOR DEFAULT IN TIMELY MOBILISATION:

17.1 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 @ 1/2% of contract value including mobilization cost, per week or part thereof of delay subject to maximum of 7.5%. Liquidated Damages will be reckoned from the expiry date of the scheduled mobilisation period as defined in para 2.2 above.

17.2 If the Contractor fails to mobilise within 45 days after the stipulated date, then the Company reserves the right to cancel the Contract without any compensation whatsoever.

17.3 The parties agree that the sum specified above is not a penalty but a genuine pre-estimate of the loss/damage which will be suffered by OIL on account of delay/breach on the part of the Contractor and the said amount will be payable without proof of actual loss or damage caused by such delay/breach and without any demur and shall not be open for any dispute whatsoever.

17.4 Liquidated Damages are to be recovered from the final bill & not from the running bills. In case adequate amount may not be available in the final bill, necessary recovery can be made from previous bill(s). If the time delay in mobilization is made up by the party by early completion of the job, no LD will be deducted. Similarly, if the mobilisation has been completed before scheduled period of mobilisation but completion of job has been delayed, LD will be applicable only for the period exceeding the total period allowed for mobilisation and Job Completion put together. In case, both mobilisation and completion have been delayed, the LD will be applied for both and the same will be recovered from the final Bill. If final bill is not sufficient, then recovery can be made from the previous bills.

18.0 PERFORMANCE SECURITY:

The Contractor has furnished to Company a Bank Guarantee No. _____ dated _____ issued by _____ for _____ (being 10% of 01 year estimated Contract Price) with validity of three (03) months beyond the contract period. The performance security shall be payable to Company as compensation for any loss resulting from Contractor's failure to fulfill their obligations under the Contract. In the event of extension of the Contract period, the validity of the bank guarantee shall be suitably extended by the Contractor. The bank guarantee will be discharged by Company not later than 30 days following its expiry.

19.0 ASSOCIATION OF COMPANY'S PERSONNEL: Company's engineer/chemist will be associated with the work throughout the operations. The Contractor shall execute the work with professional competence and in an efficient and workman like manner and provide Company with a standard of work customarily provided by reputed IP Survey Contractors to major international oil companies in the petroleum industry.

20.0 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.

21.0 LIABILITY:

21.1 Except as otherwise expressly provided, neither Company nor its servants, agents, nominees, Contractors, or sub-contractors shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss of or damage to the property of the Contractor and/or their Contractors or sub-contractors, irrespective of how such loss or damage is caused and even if caused by the negligence of Company and/or its servants, agent, nominees, assignees, contractors and sub-Contractors. The Contractor shall protect, defend, indemnify and hold harmless Company from and against such loss or damage and any suit, claim or expense resulting there from.

21.2 Neither Company nor its servants, agents, nominees, assignees, Contractors, sub-contractors or its Affiliates or Covertures shall have any liability or responsibility whatsoever for injury to, illness, or death of any employee of the Contractor and/or of its Contractors or sub-contractor irrespective of how such injury, illness or death is caused and even if caused by the negligence of Company and/or its servants, agents nominees, assignees, Contractors and sub-contractors. Contractor shall protect, defend, indemnify and hold harmless Company from and against such liabilities and any suit, claim or expense resulting there from.

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

21.4 The Contractor hereby further agrees to waive its right of recourse and agrees to cause its underwriters to waive their right of subrogation against Company and/or its underwriters, servants, agents, nominees, assignees, Contractors and sub-contractors for injury to, illness or death of any employee of the Contractor and of its contractors, sub-contractors and/or their employees when such injury, illness or death arises out of or in connection with the performance of the contract limited to the Contractor's liabilities agreed to under this Contract.

21.5 Except as otherwise expressly provided, neither Contractor nor its servants, agents, nominees, Contractors or sub-contractors shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss or damage to the property of the Company and/or their Contractors or sub-contractors, irrespective of how such loss or damage is caused and even if caused by the negligence of Contractor and/or its servants, agents, nominees, assignees, Contractors and sub-contractors. The Company shall protect, defend, indemnify and hold harmless Contractor from and against such loss or damage and any suit, claim or expense resulting there from.

21.6 Neither Contractor nor its servants, agents, nominees, assignees, Contractors, sub-contractors shall have any liability or responsibility whatsoever to whomsoever for injury or illness, or death of any employee of the Company and/or of its Contractors or sub-contractors irrespective of how such injury, illness or death is caused and even if caused by the negligence of Contractor and/or its servants, agents, nominees, assignees, Contractors and sub-contractors. Company shall protect, defend indemnify and hold harmless Contractor from and against such liabilities and any suit, claim or expense resulting there from.

21.7 The Company agrees to waive its right of recourse and further agrees to cause its underwriters to waive their right of subrogation against Contractor and/or its underwriters, servants, agents, nominees, assignees, Contractors and 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.

21.8 The Company hereby further agrees to waive its right of recourse and agrees to cause it underwriters to waive their right of subrogation against Contractor and/or its underwriters, servants, agents, nominees, assignees, Contractors and sub-contractors for injury to, illness or death of any employee of the Company and of its Contractors, sub-contractors and/or their employees when such injury, illness or death arises out of or in connection with the performance of the Contract.

22.0 LIMITATION OF LIABILITY: Notwithstanding any other provisions herein to the contrary, except only in cases of wilful misconduct and / or criminal acts,

(a) Neither the Contractor nor the Company (OIL) shall be liable to the other, whether in Contract, tort, or otherwise, for any consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs.

(b) Notwithstanding any other provisions incorporated elsewhere in the contract, the aggregate liability of the Contractor in respect of this contract, whether under Contract, in tort or otherwise, shall not exceed 50% of the Annualized Contract Price, provided however that this limitation shall not apply to the cost of repairing or replacing defective equipment by the Contractor, or to any obligation of the Contractor to indemnify the Company with respect to Intellectual Property Rights.

(c) Company shall indemnify and keep indemnified Contractor harmless from and against any and all claims, costs, losses and liabilities in excess of the aggregate liability amount in terms of clause (b) above.

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/property as a result of the operations contemplated hereby, regardless of whether or not said claims, demands or causes of action arise out of the negligence or otherwise, in whole or in part or other faults.

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/property as a result of the operations contemplated hereby, regardless of whether or not said claims, demands or causes of action arise out of the negligence or otherwise, in whole or in part or other faults.

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.

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

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

24.3 The Contractor shall not engage Labour below 18 (eighteen) years of age under any circumstances. Persons above 60 (sixty) years age also shall not be deployed except Manager / Superintendent.

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

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

25.0 ENTIRE CONTRACT: This Contract contains the entire agreement between the Parties and supersedes any previous understandings, commitments, agreements or representations whatsoever, oral or written, pertaining to the subject matter hereof, provided that nothing in this Clause (Entire Contract) shall have effect to exclude or restrict the liability of either Party for fraud or fraudulent misrepresentation.

26.0 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.

27.0 INSPECTION OF MATERIALS

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

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

28.0 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.

29.0 CUSTOMS DUTY:

29.1 Company shall use the Services under the Contract in the OALP areas and therefore, in terms of Notification No. 12/2012-Customs dated 17.03.2012 issued by Govt. of India, Ministry of Finance (Department of Revenue) and amended Notification No. 12/2016-Customs dated 01.03.2016, goods specified in List-34 (Condition No. 40A) under Serial No. 357A 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 List-34 (Condition No. 40A) under Serial No. 357A of the aforesaid Notification.

29.2 Bidder should provide the list of items to be imported by them under the Contract in the format specified in Proforma-A along with their bid for issuance of Recommendatory Letter to DGH. Contractor shall make written request to Company immediately after shipment of the goods indicated by them in Proforma-A, along with the Invoices and all shipping documents (with clear 15 working days' notice) requesting Company for issuance of the Recommendatory Letter. OIL shall issue the Recommendatory Letter provided all the documents submitted by the Contractor are found in order as per contract. It shall be however, Contractor's responsibility to obtain EC from DGH and clear the goods through customs. OIL shall not be liable in whatsoever manner for the rejection of their claims for zero customs duty by any of the authorities including DGH arising solely as a result of any default on the part of the Contractor.

29.3 All imports and import clearances under the contract shall be done by the contractor and OIL shall not provide any assistance in this regard.

29.4 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 actual whichever is less (for the first time import) and at actual (for subsequent imports), 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 mobilization period. In case of clearance thereafter, on

the CIF value of items in Proforma-A will be frozen and any increase in Customs Duty on account of increase in value on these will be to the Contractor's account. Furthermore, in case the above CIF value is not acceptable to assessing Customs Officer and as a result if any excess Customs Duty becomes payable, it shall be to Contractor's account. Before filing Bill of lading, Bill of entry, the Contractor must consult the Company to avoid payment of excess Customs Duty.

29.4.1 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.

29.5 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 PML/NELP 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 PML and NELP 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.

30.0 **DEMobilISATION & RE-EXPORT:** The Contractor shall arrange for and execute demobilization of the Tools/Equipment/ Spare/ Accessories/Manpower etc. upon receipt of notice for demobilization from Company. Demobilization shall mean completion / termination of the contract and shall include equipment/tools/accessories, including the manpower and re-export of the equipment/tools/accessories (if re-exportable), 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 equipment/ tools/ accessories and the unused spares and consumables, Contractor shall submit the detail re-export documents to Company as documentary proof of re-exporting the equipment/ tools/ accessories 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.

30.1 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.

30.2 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.

30.3 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.

31.0 PAYMENTS, MANNER OF PAYMENT, RATES OF PAYMENT:

31.1 Company shall pay to the Contractor during the term of the Contract the amount due from time to time calculated according to the rates of payment set and in accordance with other provisions hereof. No. other payments shall be due from company unless specifically provided for in the Contract. Payment to the third party supplier(s) of the items/consumables shall be made after receipt of goods at site in Rajasthan duly certified by authorized personnel of the Company. All payments will be made in accordance with the terms hereinafter described.

31.2 **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.

31.3 Payment of any invoices shall not prejudice the right of Company to question the validity of any charges therein, provided Company within one year after the date of payment shall make and deliver to Contractor written notice of objection to any item or items the validity of which Company questions.

31.4 **INVOICES:** Mobilization charges will be invoiced only upon completion of mobilization when the entire equipment, chemicals and personnel are ready at site for starting the job as certified by company representative. Payment of mobilization charges shall be made within 45 days following the date of receipt of undisputed invoices by Company.

31.5 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.

31.6 Contractor shall submit three (03) 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.

31.7 Payment of monthly invoices, if undisputed, shall be made within 30 days following the date of receipt of invoice by Company.

31.8 Company shall within 30 days of receipt of the invoice notify the Contractor of any item under dispute, specifying the reasons thereof, in which event, payment of the disputed amount may be withheld until settlement of the dispute, but payment shall be made of any undisputed portion on or before the due date. This will not prejudice the company's right to question the validity of the payment at a later date as envisaged in Clause 31.3 above.

31.9 The acceptance by Contractor of part payment on any billing not paid on or before the due date shall not be deemed a waiver of Contractor's rights in any other billing, the payment of which may then or thereafter be due.

31.10 Payment of final demobilization charges shall be made if applicable within 45 days on receipt of invoice by Company accompanied by the following documents from the Contractor:

- a) Audited account up to completion of the contract.
- b) Tax audit report for the above period as required under the Indian Tax Laws.
- c) Documentary evidence regarding the submission of returns and payment to taxes for the expatriate personnel engaged by the Contractor or by its Sub-contractor.
- d) Proof of re-export of all items including the unutilized spares and consumables (excepting consumables consumed during the contract period) and also cancellation of re-export bond if any.
- e) Any other documents as required by applicable Indian Laws.

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

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

32.0 APPLICABLE LAW:

32.1 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 Jodhpur, Rajasthan.

32.2 The Contractor shall ensure full compliance of various Indian Laws and Statutory Regulations, to the extent applicable, as stated below, but not limited

to, in force from time to time and obtain necessary permits/ licenses etc. from appropriate authorities for conducting operations under the Contract:

- a) The Mines Act 1952- as applicable to safety and employment conditions
- b) The Minimum Wages Act, 1948
- c) The Oil Mines Regulations, 1984
- d) The Workmen's Compensation Act, 1923
- e) The Payment of Wages Act, 1963
- f) The Payment of Bonus Act, 1965
- g) The Contract Labour (Regulation & Abolition) Act, 1970 and the rules framed there under
- h) The Employees' Pension Scheme, 1995
- i) The Interstate Migrant Workmen Act., 1979 (Regulation of employment and conditions of service)
- j) The Employees Provident Fund and Miscellaneous Provisions Act, 1952
- k) The Rajasthan Tax Act
- l) GST Act
- m) Customs & Excise Act & Rules
- n) Rajasthan Entry Tax Act
- o) Income Tax Act. & Sales Tax Act.
- p) Insurance Act.
- q) HSE Guidelines

32.3 EXPATRIATE PERSONNEL: If any expatriate personnel are engaged by the Contractor to perform the services required under the contract, securing permission from the Ministry of External Affairs (MEA), Ministry of Home Affairs (MOHA), Ministry of Defence (MOD) Govt. Of India and Local Authorities on time shall rest on the Contractor. OIL will only assist the Contractor by providing introductory letter / recommendatory letter required, if any, for securing the above permissions.

33.0 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.

34.0 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).

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

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

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

- i) Order issued by a Court of Law in India.
- ii) Income-tax deductible at source according to law prevalent from time to time in the country.
- iii) Any obligation of Contractor which by any law prevalent from time to time to be discharged by Company in the event of Contractor's failure to adhere to such laws.
- iv) Any payment due from Contractor in respect of unauthorised imports.

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

36.0 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.

37.0 INGRESS AND EGRESS AT LOCATION:

37.1 The Company shall provide the Contractor, if required, requisite certificates for obtaining rights of ingress to, egress from locations where jobs are to be performed, including any certificates required for permits or licenses for the

movement of the Contractor's personnel/equipment. Should such permits/licenses be delayed because of objections of concerned authorities in respect of specific Contractor's person(s), such person (s) should be promptly removed from the list by the Contractor and replaced with acceptable person (s).

38.0 GENERAL HSE GUIDELINES:

38.1 For General guidelines with respect to Health, Safety and Environmental aspects Appendix – A to be referred.

39.0 POLLUTION:

39.1 The contractor shall be liable for all surface pollution to the extent caused by Contractor and resulting from spillage or dumping of solvents/additive substances or pollutants which the Contractor brings to the site for use in connection with work to be performed under this Contract.

39.2 The Company agrees that Contractor shall not be responsible for and company shall indemnify and hold Contractor, its agent, servants, officers and employees harmless from any liability, loss, cost or expenses or loss or damage from pollution or contamination arising out of or resulting from any of Contractor's services/operations unless such pollution or contamination is caused by Contractor's gross negligence.

40.0 Notwithstanding anything to the contrary contained herein, it is agreed that Company shall release, Indemnify and hold Contractor and its sub-contractors harmless from any and all claims, judgments, losses, expenses and any costs related thereto (including but not limited to Court costs and Attorney fees) for

- a) Damage to or loss of any reservoir or producing formation, and/or
- b) Damage or loss of any well, and/or
- c) Any other subsurface damage or loss, and/or
- d) Any property damage or loss or personal injury or death arising out of or in connection with a blowout, fire explosion and loss of well control regardless of cause.

41.0 **FISHING:** In case it is necessary for Company to "fish" for any of Contractor's instruments or equipment, Company assumes the entire responsibility for such operations. However, Contractor shall provide necessary fishing equipment as per Section II "Scope of Work". Contractor will, if so desired by Company and without any responsibility or liability on Contractor's part render assistance, if required, for the recovery of such equipment and/or instruments. None of Contractor's employees are authorized to do anything other than assist/advise and consult with Company in connection with such fishing operations, and any fishing equipment furnished by Contractor is solely as an accommodation to the Company and Contractor shall not be liable or responsible for a damage that Company may incur or sustain through its use or by reason of any advice or assistance rendered to Company by Contractor's agents or employees irrespective of cause.

END OF SECTION – I, Part - 3

PART - 3

SECTION – II

SCOPE OF WORK/ TERMS OF REFERENCE/TECHNICAL SPECIFICATION

The Scope of Work/ Terms of Reference of the tender are as under:

1.0 INTRODUCTION:

1.1 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:

1.2 To drill onshore wells through charter hire of one (1) no. mobile Drilling Rig with associated equipment /tools & services for an initial period of two (02) years with provision for extension by one (01) more year (max or part thereof) at the same rates, terms and conditions. The wells will be vertical/deviated holes with formation pressure to be near or above hydrostatic. Well depths are expected to be in the range of 1100 –2800 meters. True vertical depth (TVD) of deviated well (J-Bend) will be approximately 1200 m with measured well depth (MWD) of around 1500 m having horizontal displacement of 150 – 500 m. Depth of the wells may somewhat increase or decrease at the discretion of the Company within the rated capacity of the Rig.

3.0 AREA OF OPERATION

3.1 The area of the operation as planned is in the part of Thar Desert of Rajasthan (India). The Rig has to be moved and operated in any area of Company's operation within the State of Rajasthan.

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.

Minimum width of the well site approach road	= 3.66 m.
Turning Radius	= 12m (Generally)
Maximum allowable unit load inclusive of fare	
weight for class AA loading	= 50 tons
Minimum overhead clearance	= 4.25 m
Highest recorded wind velocity in Rajasthan	= 128 km/hour (80 MPH)
Max. recorded ambient temp	= 54 deg. Celsius
Min. recorded ambient temp.	= (-5) deg. Celsius
Weather Pattern	=Occasional rains during June/July/August and almost NIL during the remaining period.

Frequency of sand storm	=Frequent from March to September and occasional during the remaining period.
Presence of sand dunes	= Common occurrence in certain areas.
Nature of top soil	= Usually wind-blown sand
Source of potable/drill water	=As the responsibility under this bid is that of the bidder, bidders are therefore to assess the availability of water themselves before bidding. They may have to sink tube well and operate the same.
Average annual rainfall	= 2.5 cm (1")
Humidity	= Max. 40%
Nearest City	= Jaisalmer/Bikaner
Nearest Airport	= Jodhpur
Allowable axle load rating of weakest section of road	= 12 Tons

4.0 **SCOPE OF SERVICE:**

4.1 The Contractor shall provide the services of one (1) no. mobile self – propelled/trailer mounted Diesel Electrical/Diesel Mechanical Drilling Rig Package of 1000 HP (minimum) Draw-works input power to carry out drilling operations (oil and gas wells) including but not limited to drilling, round tripping, coring, lowering & setting of casings, lowering & setting of liner, production testing including well unloading as and when required, well completion, well abandonment and all other associated operations including Rig-up, Rig-down, Inter-Location Movement etc. in accordance with the well drilling and completion program to be furnished by the Company before commencement of the operations which may be amended from time to time by reasonable modification as deemed fit by the Company. Apart from this, the Contractor shall also provide spares for the entire Rig-Package, tools and equipment for maintenance services during drilling operations, fuel (HSD), lubricant, water for running the operations and shall carry out drilling activities 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.

4.2 Bit program, mud program, casing/liner policy, cementing program, deviation program, coring program and well testing program will be decided by OIL.

5.0 **PRESENCE OF CO₂& H₂ S:** 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 H₂ S free environment.

6.0 **TECHNICAL SPECIFICATION OF RIG PACKAGE:**

6.1 The Contractor shall mobilize all necessary equipment and tools for successful and economic completion of the jobs mentioned. The contract includes

specifications with 10 lines strung. Mast should be designed for minimum 69 mph (60 knots) wind load with full set back of pipes. Sub-structure assembly, telescoping (preferably hydraulic)/sling-shot/folding type to have a clearance of API approved minimum 14 ft. from ground level to underneath of rotary table beam to accommodate 5000 psi BOP stack with provisions for mounting 27.1/2" rotary table & drive unit (200 ton dead load capacity minimum as per API spec.7k)

Note:

Mast should have crown block as per API specifications with minimum load capacity 180 ton.

Mast should have provision for mounting Top Drive System of 250 Ton capacity.

Mast should have unobstructed line of vision to the crown block from driller's console.

Time taken for raising and lowering system of mast /sub -structure and job involvement in dismantling, transportation and assembling of the mast/sub-structure components should be minimum.

Mast shall have a racking capacity of not less than 2500 m. of 4.1/2" OD x 16.6 ppf (Grade-G), range – 2 drill pipe in doubles including BHA (Bottom Hole Assembly)

Mast shall be complete with racking board, winch/cat line, air hoist sheave units, sheave units for rig tongs (2 nos.) power tong / pipe spinner, tong counter weights, guides etc.

The racking board (doubles board) shall be adjustable type and complete with necessary Emergency Escape Device (EED) from racking board to ground for top/derrick men. It should be provided with toe boards & safety railings.

Mast shall be complete with necessary & compatible single/dual stand pipes with clamp/supports.

Mast should be complete with two nos. of Hydro-cat cylinders or catheads (make-up & break-out), hydraulically/pneumatically operated of reputed make. The catheads should match the rated HP of the Draw-Works.

Safety Climb Equipment/ Free Fall Arrestor (FFA) for climbing up the mast ladder up to Crown Block shall be provided.

Sub-structure shall be complete with tong back-up posts for rig tongs, BOP trolleys, two stairways, V-door/loading ramp, catwalk etc.

Sub-structure shall be complete with Dog House support frame.

The flight stairways at driller's side and off-driller's side shall be provided.

Dog House-cum-change house shall be provided by the Contractor.

Mast and sub-structure shall be complete in all respects to start operation without any hold up.

Mast shall be complete with crown block having adequate no. of sheaves.

Sub-structure should be complete with combination ramp & stairs (loading ramp) rack for casing and other tubular. Provision should be kept for making doubles of tubing on rack.

The sub -structure should be complete with suitable capacity deadline anchor designed as per API Spec. 8C & suitable for use with 1.1/8" casing / drilling line.

Mast should be complete with required mast load & wind guy lines.

Sub-structure should have provision for rat hole and mouse hole

The derrick floor shall be complete in all respect and provided with suitable toe boards and safety railings.

Mast shall be painted 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 two nos. of safe flasher type aviation warning lights on crown block or with safe flasher type aviation warning light 1 no. at the crown, 4 nos. at four corners on the racking board of high luminous intensity (white light flasher). 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. Mast with colour provided by OEM with proper flasher lights at crown & racking board may also be accepted with condition that if required, mast should be painted as per Aviation/Indian Air Force Standard.

(C) **DRAW-WORKS**: (According to API Spec. 7K)

Input horsepower rating in the range of 1000 HP (minimum) for nominal drilling depth of around 2800mts. with 4.1/2" OD drill pipes.

Twin Drum Draw-Works/Single Drum Draw-Works having hoisting drum lebus grooved for 1.1/8" casing (drilling) lines.

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.

HYDROMATIC BRAKE: Water-cooled Hydromatic brake, driven by a twin-disc clutch with independent oil bath chain case to serve as assist brake, with suitable capacity water tank, valves and piping installed on the Carrier. In place

of Hydromatic type auxiliary brake, multidisc pneumatically operated friction brake of reputed make is also acceptable from technical point of view.

Draw-works to have forward speeds and reverse speed for hoisting and rotary drive respectively. The draw works shall be provided with pneumatically operated rotary counter shaft assembly.

TWIN STOP DEVICE (CROWN & FLOOR SAVER): One (1) pneumatically activated Twin-Stop Device should be installed on draw-works. Crown Saver to prevent collision between travelling block assembly and crown block assembly. Floor Saver to prevent collision between travelling block assembly and drill / derrick floor. The device should be complete with override & reset buttons at driller's console.

Draw -Works to have pneumatically actuated full circular balloon type or multiple plate friction clutches as available in draw-works of National Oil well or IDECO make (Compatible ATD or equivalent).

Neutral brake or Inertia brake to stop rotation of the draw-works and rotary clutch in emergent situation.

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

- Weight Indicator of Martin Decker or equivalent make with suitable sensor compatible for the offered Rig.
- Mud pressure gauge of 0-6,000 psi range. The mud pressure gauge system should have one gauge at standpipe and one at driller's console.
- Suitable recorder for recording rotary torque, hook load.
- SPM indicator and SPP gauge for slush/mud pump at driller's console.
- RPM meter for measuring rotary table speed.
- Suitable meter for recording tong line pull.
- Gauge for measuring ROP (Rate of penetration)

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

Draw-works shall be complete for safe operation with the following (but not limited to):

- Rotary counter shaft assembly with matching clutch and inertia brake.
- Tong pull line guards.

- Two wire line turn-back rollers.
- Suitable in-built lubricating system & provision for manual lubricating points (wherever applicable).
- Spinning device for different sizes of tubular with adequate no. of spares.
- Electrical driller's console panel should suitably located in order to provide driller to operate the Rig with ease.
- The draw-work should be compatible with the Carrier, Mast & Sub-structure as indicated above.
- All accessories for draw works should conform to API specification, wherever applicable.

(D) **RIG ENGINE:** 2 Nos. diesel engines capable of transmitting power through torque-matic and compound transmission system a minimum of net horsepower of 1000 HP on continuous duty in total to Draw Works. While calculating HP of the engine (s), the entire load for accessories drive and transmission & other losses shall be taken into account. Both the engines together or either of the two engines should be capable of transmitting power either to Draw Works depending on load requirement or for road drive in case of self-propelled carrier.

Note: Statutory requirement for SAFETY:

All the rotating parts, belts etc. should be well guarded.

Engine(s) should be equipped with "Emergency Kill" devices by shutting-off air supply. This device should be operative from the Driller's Console.

Engine(s) should have two systems for self- starting: (a) Electrical starting system during rig movement period and (b) Air starting system during operational period inside the well plinth.

Entire rig package must have compliance with all statutory requirements/ safety regulations as per OISD, DGMS, OMR '84 and IADC standards.

(E) **ROTARY TABLE AND ACCESSORIES:** Rotary table as per API specification, 7k with 27.1/2" opening and dead load capacity of not less than 200 tons, complete with the following minimum accessories that shall be provided by the Contractor. The rotary table drive system should be indicated properly.

Compatible Kelly bushing complete with roller assembly for 5.1/4" hexagonal or 4.1/4" hexagonal/square Kelly compatible for the drill pipes offered.

Master bushing (1 no. each of solid and split type) to suit the rotary table.

Suitable API insert bowls no. 1, 2 & 3 whichever is applicable for under noted casing sizes.

Complete bushing arrangement for handling 20", 13.3/8", 9.5/8", 7" and 5.1/2" casing, 4.1/2" OD drill pipe, 2.7/8"OD tubing & 3.1/2" – 9" OD drill collars of

various sizes mentioned in the document for the offered rotary table of 27.1/2" opening.

Bit breakers & adapter plates to suit above master busing / rotary table.

All sizes of lifter and handling tools for bushing & inserts.

(F) **ROTARY SWIVEL** (as per API Spec. 8A/8C): Rotary swivel should have the undernoted specification but not limited to the following:

1. Working pressure (minimum) - 5000 psi
2. API Dead load rating (minimum) - 200 Tons
3. Compatible goose-neck connection/fittings as per API for the offered rotary hoses.
4. Necessary cross over/sub for Kelly, Kelly spinner etc. offered.

(G) **TRAVELING BLOCK & HOOK** (as per API Spec. 8A/8C): The specification should include but not limited to the following:

1. API working load rating = 180 Tons (Min).
2. Traveling block and hook may be independent or unitized.
3. Hook should be compatible with the swivel & other hoisting equipment.
4. Hook should have built-in hydraulic snubber, convenient rotation lock, safety positioner etc.
5. No of sheaves = 5, grooved for 1.1/8" casing/drilling line.

(H) **SLUSH PUMPS:**

1. Three (3) nos. of triplex single acting /duplex double acting, slush pumps with input HP rating of not less than 1000 HP (736 KW) driven by DC motors of matching HP rating. Pump should be suitable for continuous heavy-duty application. The DC motor control should have all protective, interlocking and controlling features to enable smooth drilling operation. Diesel engine driven pumps of capacity & type mentioned above will also be acceptable. Bidder should provide the detailed technical specifications of slush pumps and prime movers.
2. Maximum requirement of working pressure is 5000 PSI. Maximum pump discharge should be 700 GPM with 7" liner.
3. Pumps should be equipped with easily changeable piston and liner assy. (from 5" up to 7" in increment of 1/2") to meet varied requirement of drilling operation. Adequate numbers of various sizes of new and unused liners to meet operational requirement must be available during entire contractual period. The Bidder has to specify the same in the bid with pump discharge details etc.
4. Apart from standard accessories, each pump shall be equipped with 5000 PSI WP delivery pulsation dampener, charging hose assembly, reset relief valve, bleed lines & valves, inline suction stabilizer, pull lift chain hoist, strainer cross etc.

5. Each slush pump should be complete with one Pressure gauge (preferably of OTECO Make), 0 - 6000 PSI range with 2" (50 mm) line pipe female connection and a 2" (50 mm) flex seal valve (preferably of OTECO Make) for isolation of the gauge.
6. Drive mechanism must be specified by the Bidder (belt drive preferable). Chain drive is also acceptable.
7. Three (3) nos. AC motor driven centrifugal supercharging pump (to handle mud up to 12 ppg) with appropriate independent suction and delivery manifold suitable for slush pumps.
8. Parallel pumping: In certain cases, two slush pumps shall be used in tandem. All arrangements should be made available for this purpose.
9. Nature of pumping job should include, but not limited to, pumping of drilling fluids, completion fluids, water – both treated and plain. In the event that requirement arises to pump acid, OIL shall arrange for a suitable reciprocating pump. Contractor should provide necessary suction, delivery lines and line fittings. Installation of the pump and hooking up of lines should be done by Contractor.
10. Independent electrical control panel for operating both the pumps should be provided in convenient position. In case of engine driven pumps, pneumatic control panel should be provided at convenient place locally.
11. In case of Diesel Electric Rig, pumps shall be suitable for operation in both single and double motor mode (in case two motors are used). Each mud pump shall be powered by 2 nos. of explosion-proof electrical DC series/shunt wound drilling motor (s), to meet the pump load requirement. The MP motors shall have mounted blower units driven by AC electric motors with sufficient capacity for pressurization of the enclosures of the motors.

(I) SUCTION AND DELIVERY SYSTEM

- Suction hose should interconnect No.1, No.2 & No.3 pump & suction lines shall have butterfly valves in between.
- Suitable length of 4" NB x 5000 psi OR 3.1/2" NB x 5000 psi WP vibrator hose in pump delivery line.
- Cameron or equivalent 5000 psi WP dual/single stand pipe manifold complete with gate valves, pressure gauge of 5000 psi rating and other standard fittings.
- 4" NB x 5000 psi WP dual stand pipes of suitable length with ' H ' manifold or Single stand pipe 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.
- 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 & end connections should suit the Rig for drilling operations.

- Rig pump delivery manifold shall be connected to the vibrator hoses through rigidly supported strainer cross.
- There shall be 5000 Psi working pressure gate valve on each mud delivery manifold.
- From each pump delivery manifold, suitable bleed line with flex seal valve, NRV should be provided.
- Pump delivery manifold shall have arrangements for hole filling line and kill line connections of suitable sizes with flex seal gate valves.
- The 5000 psi pulsation dampeners on each pump shall be complete with charging hose assembly and the required extra gas for charging.
- Required length of intermediate 5000 psi WP delivery pipes complete with bend, T's and valves to connect the pumps (3 Nos.) independently to the stand pipe.
-
- Sufficient no. of additional intermediate 5000 psi WP pipes to facilitate extension of the delivery line to meet the 20m spacing between the wells in cluster wells.
- Necessary anchoring/grouting arrangement of all high-pressure delivery lines to be provided.
- The entire surface set up connection/fittings should be compatible with the Rig package (as per API).

(J) **POWER PACKS/ RIG ALTERNATORS IN CASE OF DIESEL ELECTRIC RIG PACKAGE** :Diesel electric AC/SCR system complete with the following:

i) Engines – Two (02) nos.(minimum): Turbo-charged, after-cooled, air-start, diesel- driven oilfield engines of suitable HP rating (Preferably Cat 3512B-DITA). Each power pack should be complete with matching AC generator for 50/60 cycles operation. Power Packs of the following specifications shall be required to provide required power to mud pumps, supercharger pumps, mud agitator pumps, solids control equipment, rig auxiliaries etc. Total capacity of power packs offered by Bidder should be commensurate with the total power to be consumed during full drilling operations with all auxiliary systems including power requirement for well site bunk houses/ office set up.

The alternator and the complete power pack should be:

- Able to generate continuous power to meet rig requirements.
- Suitable for thyristor based DC drive, control of DC/AC motors and total rig environment (ruggedness).
- Easily serviceable both at site and at workshop.

- Shall be able to withstand the shock and vibration associated with the frequent relocation of drill rigs, as also to withstand severe environmental conditions including heat and high humidity.
- Alternators should be manufactured to international standards and should meet or exceed BIS, NEMA, IEEE, ANSI and IEC requirements. Bidder to confirm standards followed in design and construction.
- In addition to rig power packs, smaller standby gen-sets of suitable capacity shall be provided for various electrical applications when the rig power packs are not required or in addition to the main power packs.

AC/DC Electric Motors – Adequate numbers of AC/DC motors with adequate continuous HP rating and for operation of slush pump, mud system motors at their respective rated capacity. The motors shall be complete with suitable blowers.

SCR System – Bidder to offer detailed technical specifications along with the bid.

Rig package shall be complete with one/two electrical power control room, 'SCR' 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.

The above Power Pack shall conform to the following:

The electrical control system shall be field-proven and established in land Drilling Rigs of similar capacity.

All outdoor equipment such as AC motor, safety junction boxes, plug sockets, luminaries etc. shall be weatherproof with IP 55 protection as per Indian standards. Control system shall be such that loss of one power pack control or one drilling motor/ drive will not affect the other power packs/drives. For this, sufficient flexibility in selecting power packs/ drives shall be available in the control system.

Power pack and SCR house to be placed outside hazardous area (Zone-II), i.e. at a distance of 32 m. from the well centre.

Note: Separate DG sets may be provided for Mud Logging Unit, ETP Plant & Mud Laboratory, Offices, and Stores at well-site.

ii) Air conditioning: The PCRs will be air conditioned and humidity controlled. The AC system should have adequate redundancy, i.e., a part of the total installed capacity should be standby at all times.

The air conditioning for the PCR (s) shall be properly sized and air conditioning units located to take into account the heat generated by internal equipment in full load conditions in high ambient locations.

All components shall be suitable for desert area operation with following ambient conditions:

Temperature: Max. 55 deg.C & Min. (-) 5

deg.C
Humidity : Max. 40%
Altitude : 100 to 300 M above MSL

All DC motors shall have blowers with suitable ducting & filter System.

Suitable deaerating factor shall be taken into account while choosing electrical/electronic components for high ambient temperature condition.

Engine cooling system shall be designed to withstand above temperature condition and the radiators shall be suitable for ambient temperature.

Adequate air cleaning system and filters shall be provided on all engines to protect these from dust.

Electrical system shall be provided with all necessary and suitable cables, cable trays to the derrick floor.

Explosion proof and vapour types fluorescent and mercury vapour lighting system shall be used for lighting the mast and substructure.

Lighting fixture shall match API specification and the Mines Act, 1952 and its subsequent amendments and Oil Mines Regulation, 1984.

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, electrical/drilling/mechanical store areas, camp etc.

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.

A hand held radios (walkie-talkies) Intercom System shall be provided between Driller's Cabin, SCR Room, Mud Pump, Mud Attendant's Cabin, Geologist's Cabin and Company Representative's Office.

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.

iii) Mud Pump Control Console:

Mud pump control console or MP'CON shall be integral part of rig control system. It should consist of the following minimum controls and display function- It should enable the Driller to monitor and control the mud pump during drilling operation.

Control switches to control power packs, main drive motors, indicators and meters. Control should be available both at drill floor and locally near mud pump.

Necessary provision for supplying electrical power/support etc. to other utility units shall be provided by the Contractor whenever required.

iv) Power & Control Cable :

Suitably sized cables both for power & control shall be used for connection of alternators of Power Packs, Mud Pump motors, AC auxiliary motors, lighting fixtures, D'CON & MP'CON and other systems as per requirement. Cable sizing should be done taking into account full capacity of the connected load, ambient conditions etc.

Cables shall be screened/armoured and sheathed for protection against mechanical injury. Cable termination for utility in hazardous area must be done with FLP glands

(K) **SAFETY DEVICES:**

- i) Fall Protection Device: An anti-fall coupled with safety harness/ belt shall be provided for personnel working on mast while exposed to a fall of 3 meters or greater or climbing unprotected vertical ladder with same exposure.
- ii) Emergency Escape Device: For evacuation of top men from racking platform level in case of emergency. Escape device should have a seat and a spring actuated cam brake.
- iii) Portable Gas Detectors: A portable DGMS approved gas detector capable of determining/ monitoring level of combustible gases in air should be made available at site by the Contractor.
- iv) Noise Level Meter: One portable noise level meter for measuring noise pollution at drill site shall be made available by the Contractor at site.

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

(L) **SAFETY NORMS:**

- a) All the moving / rotating parts like belts, couplings, drive lines etc., of the equipment should be well guarded and painted with red colour.
- b) SRV of the pumps and air reservoir tanks should be tested regularly and records of such testing should be kept available all the times.
- c) Proper colour codes as per safety norms should be applied on the high-pressure lines, gas lines and water lines.
- d) Anchoring and grouting of the delivery & bleed lines of the pumps should be done at least 48 hours before putting the pumps in operation.
- e) It is the responsibility of the Contractor to provide required Personal Protective

Equipment (PPE) and gadgets to its employees deployed at Rig site as per provisions of OMR, 84 at his own cost.

Note: Any other item/ assembly not incorporated above and needed for meeting the Scope of Work in the tender document should be provided by the Contractor.

7.2 GROUP - II

BOP STACK AND WELL CONTROL EQUIPMENT:

All items including but not limited to those mentioned below shall be supplied by the Contractor.

(A) BOP STACKS / SPOOLS/FLANGES (3000/5000 psi Surface BOP Stack as per OISD- RP 174):

20.3/4" x 3,000 psi Annular BOP – 1 No. with flange of 20.3/4" x 3 M (Cameron/Shaffer/Hydril/NOV/ Any other reputed make).

OR

21.1/4" x 2,000 psi Annular BOP – 1 No. with flange of 21.1/4" x 2 M is also technically acceptable (Cameron/Shaffer/Hydril/NOV/ Any other reputed make).

In that case, DSA/Cross-over Spool of 20.3/4" x 3 M – 21.1/4" x 2 M is required as Casing Head Housing (to be supplied by OIL) is of 20.3/4" x 3 M rating. Spacer Spool & Drilling Spool to be supplied by Contractor shall be of 21.1/4" x 2 M rating.

13.5/8" x 5000 psi Annular BOP - 1 no. with bottom flange of 13.5/8 x 5 M working pressure (Cameron/Shaffer/Hydril/NOV/ Any other reputed make).

One Double Ram BOP, 13.5/8" x 5000 psi (Cameron/Shaffer/Hydril/NOV/Any other reputed make) having top & bottom flange of 13.5/8" x 5 M working pressure with side outlets (4 nos.) complete with at least two (2)nos. 3.1/8 " x 5 M flanged side outlets (i.e. one beneath each set of ram), ring joint gaskets, stud & nuts, blind flange with required stud & nuts and with 4.1/2" pipe and blind rams - one(1) pair each.

One Double Ram BOP, 7.1/16" x 5000 psi (Cameron/Shaffer/Hydril/NOV/Any other reputed make) having top and bottom flange of 7.1/16" x 5 M working pressure with side outlets (4 nos.) complete with at least 2 (two) nos. 2.1/16" x 5 M flanged/studded side outlets (i.e. one beneath each set of ram), ring joint gaskets, studs & nuts, blind flanges with required ring joint gasket, stud & nuts and with 2.7/8" pipe and blind rams – one(1) pair each.

One set each of 13.3/8", 9.5/8", 7", 5.1/2" casing rams & one set extra of 4.1/2" pipe ram, 2.7/8" tubing ram and blind ram for both the BOPs should be supplied with above items.

All BOP should have cross-over /adapter flange to match 5000 psi well head as per OISD –RP 174.

The Contractor shall provide the following:

- New and unused ring joint gaskets for all flanges with sufficient quantity as spares.
- Adequate no. of studs & nuts for all flanges/spools and wrenches to suit all nuts.
- Operational spares for Contractor's BOPs - both annular and ram, including ram sub- assemblies of sizes to suit various tubular sizes including blind ram.
- Ram BOP bonnet gasket.
- Annular BOP sealing element.
- Maintenance / overhauling / repair services for above BOPs

Adapter / crossover spool: 13.5/8" x 3,000 psi to 13.5/8" x 5,000 psi – 1 no. having 2 nos. flanged side outlets of 3.1/16".

Drilling spool (18" – 20" high):

- a) 13.5/8" x 5,000 psi - 1 no.
- b) 21.1/4" x 3000 Psi or 21.1/4" x 2000 Psi or 20.3/4" x 3000 Psi - 1 no.
In line with BOP provided

Note: With facility for hooking up choke / kill lines having flanged side outlets of 3.1/16" x 5 M or 3.1/8" x 5 M in the same plane but in opposite directions.

Cross-over/adapter flange:

Double studded cross-over/adapter flange - 11" x 5000 psi bottom & 7.1/16" x 5000 psi top with ring joint gaskets, studs & nuts.

Cross-over/adapter spool with bottom flange of 20.3/4" x 3,000 psi and top flange of 21.1/4" x 3,000 psi with two side outlets of size 3.1/16" flange with 2" female line pipe thread in the same horizontal plane but in opposite direction. The spool shall be complete with ring joint gasket, studs & nuts, blind flange/bull plugs etc.

Double studded cross over flange /adapter spool with bottom configuration of 11" x 5,000 psi and top configuration of 13.5/8" x 5,000 psi complete with ring joint gaskets, stud & nuts.

Companion flanges of appropriate sizes and numbers and suitable for all kill, choke, check valves and lines etc.

Companion /suitable flanges for 3.1/16" / 3.1/8" to 2" (NB) API line pipe female thread for kill line connection.

Suitable Risers with provision for hole-filling line.

Poor boy swivel and drill pipe shut-in valve of 5000 psi WP with compatible R/hose & D/pipe connections.

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. Contractor should maintain sufficient no. of spare rubber elements for the BOP Rams.

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. Company will provide only the well-head consumables viz. casing head housing/spool with ring joint gaskets, nuts & bolts, slip seal assembly, packing elements, accessories of spools/housing etc.

Bidder should provide a schematic diagram with the dimensions of BOP stacks for different sizes and stages of completion.

All above BOPs should be hydraulically operated with hydraulic/ manual locking arrangement.

(B) CHOKE & KILL SYSTEM (As per OISD-RP 174))

- i) One set of 3.1/8" x 5000 psi choke manifold rigidly supported with two manually and one hydraulically operated adjustable chokes including buffer tank and control console mounted on derrick floor showing all necessary parameters.
- ii) The Drilling Spool should have side valves consisting of one each of manually operated and hydraulically operated gate valves on one side(choke line), size –3.1/8" x 5,000 psi and one manually & one hydraulically operated gate valves, size – 2.1/16" x 5000 psi along with one number of check valve (NRV) on kill line side.
- iii) BOP side valves – One gate valve and one check valve on kill line side, size 3.1/8" x 5,000 psi. or 2.1/16" x 5000 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.
- v) 5000 Psi WP rigidly supported kill manifold with provision for connection onto slush pumps and high-pressure killing pump by means of 2" ID x 5000 Psi chocksan joints.
- vi) Adequate number of 2" ID x 5000 psi chocksan joints 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)

One (1) no. Koomey or equivalent (compatible with BOP stack and other well control equipment), skid mounted accumulator & BOP Control Unit, 3000 Psi WP to suit BOP's, HCR valves and choke manifold configuration with two remote

controls, adequate reservoir capacity to meet all the well control requirements & complete with skid mounted pipe racks to keep the control unit at least 120 ft. away from the well centre. 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. Bidders to forward the work sheet indicating the reservoir capacity & accumulator capacity along with the bid.

Arrangements for charging the accumulators with nitrogen, as and when required should be made available at site.

BOP control unit should be complete with electrical and air operated pressurizing system with auto pressure switch for both, capable of pressurizing up to 3000 psi.

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.

BOP remote control unit with graphic visual display or with analogue display, one on the derrick floor and another on the opposite side 150 feet away from the well bore.

All electrical items should be suitable for hazardous area, zone-1 Gas Group IIA & IIB.

Sufficient number of high-pressure control lines shall be made available in the shape of pipe tray for connection between BOP & control Unit placed at about 120 feet away. Also adequate length of air hoses (2 nos.) should be kept for connection of both the remote control panels with BOP control unit.

(D) WELL CONTROL ACCESSORIES

- Adequate no of lower and upper Kelly cocks with suitable connection.
- One set of BOP testing unit with suitable high-pressure test pump.
- One no. of 4.1/2" inside BOP for making up with drill pipe, having pressure ratings to suit BOP stack rating and with matching thread connections.
- Cup testers for testing 9.5/8" [43.5-53.5ppf], 7" (23 - 29 ppf) & 5.1/2" [17-23ppf] OD casing with facility of inter-changeability of cup to suit different weight of aforesaid casings should be provided by the Contractor. Suitable plug testers for various casing head housings as indicated in section BOP stack & well control equipment sub-section "BOP stacks & spools" shall be provided by the Company.

Note: All wellhead, well control 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 as well as OISD/ DGMS (India) / OMR 84 recommended practice.

7.3 GROUP-III

TUBULAR AND HANDLING GEARS :

(A) DRILL PIPE/PUP JOINT (PREMIUM CLASS - SUPPORTED BY API (NDT) INSPECTION REPORT](AS PER API SPECIFICATION 5D)

Contractor shall provide Drill Pipes and Pup Joints as per following specifications:

i) Drill Pipe – 4.1/2” OD, 16.6 ppf, and flash-welded, 18 degree tapered shoulder internal & external upset in range - 2 length with 6.1/4 ” OD x 3” ID tool joint, NC 46 (4” IF connection). Quantity = 2800 mtrs (Two thousand eight hundred metres) of Grade G-105

ii) Contractor shall provide pup joints for drill pipes of 4.1/2” OD as indicated above (grade G-105) of following sizes & quantities -

- | | |
|-------------------|--------|
| a) 1.5 m length - | 2 nos. |
| b) 3.0 m length - | 2 nos. |
| c) 4.5 m length - | 2 nos. |

Note: Contractor will have to replace the 4.1/2” drill pipe string with 5”OD, 19.5 ppf, flash-welded, 18 degree tapered shoulder internal & external upset in range - 2 length with 6.1/2 ” OD x 3-1/4” ID tool joint, NC 50 (4.1/2 IF connection). Quantity = 2200 mtrs (Two thousand two hundred metres) of Grade G-105 drill pipe string once during the term of the contract to drill deviated wells with a mobilisation notice period of 30 days without any additional cost.

(B) DRILL COLLARS & HEAVY WEIGHT DRILL PIPE

- 03 (Three) nos. 9.1/2”- 9.5/8” OD, 3” ID, 30 feet drill collar with API 7.5/8” regular connections.
- 06 (Six) 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.
- 15 (Fifteen) 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.
- 18 (Eighteen) nos. 5” OD, 50 PPF, 3” ID, 30 ft long, 6.1/2” OD tool joints Drillco’s or equivalent “heavy-weight” drill pipes with 4.1/2” IF (NC-50) box-up & pin down connection with stress relief. In case 5” OD HWDPs are not available with the Bidder, 4.1/2” OD, 2.3/4” ID, 41 PPF, 30 ft. long with 4” IF (NC-46)box-up & pin-down connection with stress relief of Drillco or equivalent make will also be acceptable.
- 6 (Six) nos. 3 ½” OD 26.7 PPF, 1.½” ID, 30 ft. long, NC 26 (2.3/8 IF) drill collars (plain). 3.1/8” OD drill collars (plain) with 1.1/4” ID and of same length & end connection will also be acceptable if 3.1/8” size is not available with the Bidder.

Adequate nos. of lifting subs/plugs for each size of drill collars as per operational requirement.

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.

i) BIT SUB

- 1 No. 9.1/2" OD x 7.5/8" API regular double box bit subs with recess for Baker back pressure valve insert.
- 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.
- 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.
- 2 Nos. 8" OD x 6.5/8" API regular double box bit sub with provision for back pressure valve insert.

ii) CROSS OVER SUB

- 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.
- 2 Nos. 4" IF box up x 6.5/8" API Regular pin down crossover bottle neck subs.
- 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.
- 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.
- 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.
- 2 Nos. of 4.1/2" IF Box up x 6.5/8" API Reg. Pin down bottle neck sub.
- 4 Nos. (2+2) of 4" IF pin down 4.1/2" IF box up and 4.1/2" IF pin down 4" IF box up subs.

iii) 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" Reg. x 6.5/8" Reg. - 1 no.
- c) 6.5/8" Reg. x 7.5/8" Reg. - 1 no.

iv) STABILIZERS

- 2 nos. of 26" welded/integral blade type full gauge in-string stabilizers with mandrel size 9.1/2" OD & 7.5/8" API regular connection.
 - 2 nos. of 17.1/2" welded/integral blade type full gauge in-string stabilizer with mandrel size 9.1/2" OD & 7.5/8" API regular connections.
 - 1 no. of 17.1/2" welded/integral blade type full gauge near bit stabilizer with mandrel size 9.1/2" OD & 7.5/8" API regular connections.
 - 1 no. 8.1/2" near-bit replaceable sleeve/integral blade type full gauge stabilizer having 4" IF box up x 4.1/2" Reg. box down connection respectively and with adequate numbers of replaceable sleeves.
 - 2 nos. of 8.1/2" in-string replaceable sleeve/integral blade type full gauge stabilizers with 4" IF box up x pin down connection with adequate nos. of replaceable sleeves.
 - 1 no. replaceable sleeve/integral blade type near-bit full gauge stabilizer with mandrel 8" OD, 6.5/8" API Reg. Connection. These stabilizers shall be used in conjunction with 12.1/4" sleeve. Adequate number of replaceable sleeves shall be available as back-up.
 - 2 nos. replaceable sleeve /integral blade type full gauge in-string stabilizers with mandrel 8" OD, 6.5/8" API Reg. Connection. These stabilizers shall be used in conjunction with 12.1/4" sleeves. Adequate number of replaceable sleeves shall be available as back-up.
- v) OTHER SUBS:
- i) Adequate nos. of 4" IF or 4.1/2" IF Kelly saver and protector subs suitable for the Kelly & drill pipes offered (with adequate numbers of rubber protectors for entire duration of the contract).
 - ii) Necessary cross over subs for connection in between mud motor (3.3/4" OD) & 3 1/2"/3.1/8" OD drill collar. Mud motor connection: 2.7/8" Reg. box-down & 2.3/8" Reg. box-up.

All rotary substitutes and other substitutes necessary to complete the drill string or 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 and handling gears required for 2.7/8" EUE tubing, 2.7/8" VAM tubing and 3 1/2"/3.1/8" OD Drill Collars.

Cross -over for EUE tubing to VAM tubing shall be provided by the Company.

(D) ONE NO. MINIMUM (WITH NECESSARY BACK UP PROVISSION) 5.1/4" HEXAGONAL OR 4.1/4" HEXAGONAL/SQUARE KELLY WITH THE FOLLOWING: (THIS IS THE MINIMUM INVENTORY TO BE MADE AVAILABLE AT ALL TIMES)

- Upper Kelly Cock - Pressure rating 5000 psi WP (total 2 nos.) with required end connections.
- Lower Kelly Cock - Pressure rating 5000 psi WP (total 2 nos.) with required end connections.
- Kelly scabbard with suitable clamps for 5.1/4" hexagonal or 4.1/2" square/hexagonal kelly offered by the Bidder.
- Kelly protector sub – 2 nos. with spare rubber protectors.
- All tubular, rotary substitutes shall be NDT inspected as per API standard prior to mobilization. Contractor shall provide documentary evidence for the same before mobilization.

(E) HANDLING TOOLS:

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

(i) ELEVATORS:

- 2 nos. 100 ton capacity side-door elevators for handling 20" casing.
- 2 nos. 150 ton side door elevators for 13.3/8", 9.5/8", 7", 5.1/2" Casings.
- 2 nos. each centre-latch elevator, capacity 100 ton, for 9.1/2", 8", 6.1/2" etc. drill collars (for use in conjunction with lift plug only).
- Lift plugs in sufficient quantity for all sizes & nos. of drill collars.
- 2 nos. centre-latch elevator, capacity of 150 ton or 200 Ton for 4.1/2" drill pipe. Elevator should match type of shoulder of drill pipe offered by the Contractor.
- 2 nos. centre-latch elevator, capacity of 100 Ton for 2.7/8" OD EUE & 2.7/8" VAM tubing& 2.7/8" drill pipe.
- If felt necessary single joint elevators (2 nos. each) complete with cat-swivel and sling assembly for the following sizes of casing - 9.5/8", 7" and 5.1/2".

Centre-latch elevators (2 nos.) for 3.1/2"/ 3.1/8" OD drill collars or lifting sub to handle 3.1/2" / 3.1/8" OD Drill Collars of required capacity(50-100 tons) should be offered with the Rig package.

And any other handling tool if felt necessary by the Contractor. Supply of elevators for all sizes of tubular with replaceable spares shall be the responsibility of the Contractor.

(ii) ROTARY SLIPS: -

- 2 nos. casing hand slips each for 27.1/2" rotary table for handling – 20", 13.3/8", 9.5/8", 7", 5.1/2" casings or 2 nos. of multi-segment slip with spare segments to handle casings from 20" to 7" OD
- 2 nos. of hand slip / power slip for handling 4.1/2" OD drill pipes medium / extra long type to suit pin / square drive master bushing.
- 2 nos. of rotary slip (hand / power) complete with inserts for 2.7/8" EUE tubing, 2.7/8" VAM tubing & 2.7/8" OD drill pipes.
- 1 set each drill collar slips for 3.1/2"/3.1/8", 6.1/2", 8" & 9.1/2" OD drill collars.
- 1 set of 2.7/8" OD tubing/ 2.7/8" OD drill pipe spiders.

And any other handling tools if felt necessary by the Contractor. Supply of slips for all sizes of tubular with replaceable spares shall be the responsibility of the Contractor.

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

(iv) 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) 4.1/2" OD drill pipes, 2.7/8" OD drill pipes & drill collars of all sizes from 3.1/8" OD to 9.1/2" OD.
- ii) Tubing tongs (2.7/8" OD EUE/VAM tubing body & including Coupling tong).
- iii) 20", 13.3/8", 9.5/8", 7" & 5.1/2" casings.

(v) 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 – 13.3/8", 9.5/8", 7", 5.1/2" casing – (One) no. with sufficient spares
Hydraulic power tubing tongs for 2.7/8" tubing - 1 (One) no. with sufficient spares

The Operator for power casing tong shall be provided by the Contractor at his own cost.

- ii) One (1) no. pneumatic pipe spinner for handling drill pipes in the range 2.7/8" – 5" OD completes with all necessary fittings.

Suitable spinning chain device with necessary length of spinning chain need to be made available at rig floor.

iii) Suitable sizes of Pneumatic Kelly Spinner – 1(one) no. for 4.1/4” or 5.1/4” Kelly.

And any other tongs if felt necessary by the Contractor. Supply of tongs for all jobs shall be the responsibility of the Contractor.

(vi) ELEVATOR LINKS: 1 set each of suitable size and length weld-less links of capacity 150 Tons and 200 Tons

(vii) BIT BREAKER/THREAD PROTECTORS/NOZZLES GAUGE/STABILIZER GAUGE/BIT GAUGE/NOZZLE PLIER :

- 1 no. each bit breakers for 26”, 17.1/2”, 12.1/4”, 8.1/2” & 4.5/8”/4.1/2” TCR bits (compatible with master bushing).
- 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” sizes
- Stabilizer gauges and Bit gauges for 26”, 17.1/2”, 12.1/4” & 8.1/2” sizes.
- Nozzle gauges for various sizes of nozzles (10/32” – 24/32”).
- Nozzle pliers for fixing circlips on nozzles.

(F) AIR WINCH: 1 no. Air winch mounted on derrick floor having pulley at crown block suitable for 5/8” soft wire line.

(G) 2.7/8” OD DRILL PIPES & ACCESSORIES:

G-105 Drill Pipe: 73.03 mm (2.7/8”) OD x 15.50 Kg/m (10.4 lbs/ft) API Grade ‘G’, QTY: 2800(Two thousand eight hundred) m

(i) One lot of necessary substitutes between drill pipe and drill collars, between drill collar and bit required for drill string for cement cleaning & bridge plug/packer milling inside production casing.

(ii) Suitable fishing tools for each size of tubular, cross-over subs are to be provided by the Contractor.

(iii) Suitable size bell nipple and flow nipple for making up at the well-head
Handling Tools for above

(i) Elevators (100 ton) for 2.7/8” G-105 drill pipe – 2 (two) nos.

(ii) Slips (100 ton) for 2.7/8” G-105 drill pipe – 2 (two) nos.

Note: All handling gears and cross-over subs to handle Contractor’s tubular should be available in the Rig.

(a) ROTARY SWIVEL: Swivel having dead load rating of 125 T with 5000 PSI working pressure and complete with bail bumper support, goose neck

connection to rotary hose etc. Swivel pin connection should be 3" API regular left hand with matching cross-over to connect to Kelly .

- (ii) ELEVATOR LINKS: (150-100) ton capacity weld-less elevator links. The links should be compatible to Travelling Block & Hook during drilling & cementing.
- (iii) ROTARY HOSE: Rotary hose of 2" ID, 3000 psi working pressure, 50 ft long, conforming to API Spec. 7K with safety clamps at both ends & necessary fittings for connection to stand pipe & swivel goose neck
- (iv) ROTARY KELLY: Suitable Square/Hexagonal Kelly compatible to rotary table for cement cleaning, bridge plug/packer milling etc. with kelly scabbard and matching kelly bushing capable to work inside 5.1/2" /7" casing/liner.

7.4 GROUP-IV

(A) FISHING TOOLS:

(Contractor shall provide all fishing tools for the tubular supplied by them and also for tubing & casing supplied by the Company)

All items, including but not limited to those mentioned below shall be provided by the Contractor. Supply of all fishing items and recovery of all fishes in every sizes of hole/casing shall be the responsibility of the Contractor.

i) OVER SHOT :

a). Series 150 Bowen or Equivalent releasing and circulating over-shots for operation in 12.1/4" & 8.1/2" holes and 13.3/8", 9.5/8", 7" & 5.1/2" OD casing to catch all sizes of drill collars, heavy weight drill pipes, drill pipes, tubing and substitutes as provided by the Contractor/Company with various sizes of spiral grapple, basket grapple, grapple control, mill control packer, lock rings, suitable extension sub, standard and oversized lipped guide for operation in 17.1/2" hole also.

b). In lieu of Bowen, Homco make overshoot shall also be acceptable. However, bidder who offers Homco make product should mention the equivalent of Bowen make product as per tender.

- (ii) SAFETY JOINTS: One (1) no. each of Bowen or equivalent for operating in 12.1/4" & 8.1/2" holes.

(iii) OTHER FISHING TOOLS :

- a) CASING SPEARS: Bowen or equivalent full circulating and releasing spear to catch 20", 13.3/8", 9.5/8", 7" & 5.1/2" casing. The spear should be complete with all accessories including the required guide. Suitable cross-over sub for connecting the same with drill pipe string should be provided.

- b) REVERSE CIRCULATING JUNK BASKET: One (1) no. each of Bowen or equivalent R.C.J.B complete with accessories like top sub, catcher assembly, mill shoe, magnet insert for hole sizes 17.1/2", 12.1/4" & 8.1/2" and for 13.3/8", 9.5/8", 7" & 5.1/2" OD casing.
- c) JUNK SUBS: 1 no. each of Bowen or equivalent Junk subs for hole sizes 17.1/2", 12.1/4" & 8.1/2" and for 5.1/2"/7" casing/liner.
- d) FISHING MAGNET: One (1) no. Fishing Magnet each with standard fishing neck for operating inside 12.1/4", 8.1/2" holes and 9.5/8", 7" and 5.1/2 OD casing.
- e) DITCH MAGNET: One (1) no. ditch magnet suitable for placement in mud ditch for collection of ferrous materials in drilling mud.
- f) IMPRESSION BLOCK: One (1) no. Impression Block each with standard fishing neck and circulating port suitable for 12.1/4", 8.1/2" holes and 9.5/8", 7" & 5.1/2" OD casing size.
- g) JUNK MILL: One (1) no. each Junk Mill with standard fishing neck for hole sizes of 12.1/4" & 8.1/2" holes and 9.5/8", 7" and 5.1/2" OD casing. The Contractor shall carry out re-dressing of mills, if any including supply of materials (crushed sintered Tungsten Carbide).
- h) TAPER TAP: For drill pipes and drill collars of all sizes required for 12.1/4" and 8.1/2" holes. Also, 1 no. for 2.7/8" drill pipe and tubing.
- i) BUMPER SUB: One (1) each for 12.1/4" and 8.1/2" holes.
- (j) CASING SCRAPPER / ROTOVERT: 1 no. each casing scrapper / rotovert for casing sizes of 9.5/8" (40-47 ppf), 7" (23-29 ppf) & 5.1/2" (20 -23 PPF) complete with suitable cross-over subs for connecting the same to drill pipe /tubing string.
- (k) DROP-IN-TYPE DRIFT RECORDER (Totco/Eastco) : Suitable drift recorder to record hole angle in the range 0-8 deg. for hole sizes 12.1/4 & 8.1/2" complete with baffle plate, chart etc.
- (l) Suitable Mill [FB/ Taper] to work inside both 5.1/2" OD (17-23 ppf) casing & for 7" OD (23-29 ppf) casing – for milling Bridge Plug / Retainer Packer etc. Suitable packer retrieving tool should also be made available as and when required.
- (m) Die Collar: For drill pipes and drill collars of all sizes required for 12.1/4" and 8.1/2" holes. Also, 1 no. for 2.7/8" drill pipe & tubing.

Bowen or equivalent makes Eutectic Electrodes, Flux etc. – for dressing of Mill should be made available at well-site by the Contractor.

(B) FIRE FIGHTING:

- i) A trailer- mounted Fire Pump of suitable capacity and water tanks of 50 KL capacity should be kept as stand by. This is a mandatory requirement and shall be frequently tested for fire fighting purposes. In case of malfunctioning of the fire pump and system, OIL reserves the right to stop further operations and Nil Day rates will be applicable till the time the system is made functional.
- ii) The Contractor shall comply with any / all other regulation (s) that comes into effect from time to time in this regard.

(C) TRANSPORTATION SERVICE :

Company's Responsibilities -

1.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 as well as Company's third party service providers' materials/equipment at drilling site/camp site.

2.Chemicals required for preparation of mud and completion fluid excepting a few special chemicals, cement and cement additives shall be supplied by OIL with its own transport. However, loading/unloading, stacking etc of these chemicals at rig site shall be carried out by the Contractor.

3.Well consumables like casing, tubing, well head etc. shall be supplied by OIL. To & fro collection, transportation will be provided by OIL. Loading / unloading, stacking etc. at well site of these consumables shall be carried out by the Contractor.

Contractor's Responsibilities -

- i) Transportation of Contractor's personnel & their material from camp site to drill site and in between drilling sites shall be the responsibility of the Contractor. All vehicles deployed for this purpose should be in prime working condition.
- ii) All requirement of cranes/trailers during Rig-up, Rig-down, Inter Location Movement of Rig Package including equipment/materials of Company and other service providers engaged by the Company shall be provided by the Contractor. The Contractor shall also provide any additional requirement of crane for any specific purpose at well site during well operations as requested by OIL.
- iii) Bits and other minor consumables required for drilling of wells shall be supplied at site by OIL. However, it is the responsibility of the Contractor for loading and unloading at site.

- iv) The Contractor shall provide at his cost the following equipment & services for minimum numbers as mentioned below :-
- a) One (1) no. fork lift/Hydra to work around the rig site.
 - b) Sufficient number of heavy loads carrying vehicles/trailers and cranes so that the inter-location movement is completed without any delay.
 - c) Minimum one (1) no. of diesel-hydraulic, truck-mounted, telescoping boom mobile crane of 40-50 ton minimum capacity (good condition and vintage not more than 10 years) with Operator to be made available at all times at well-site.
 - d) During Inter-Location Movement (ILM), 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.
 - e) Rig up/ rig down/ transportation / maintenance of Company's materials/items viz. bunk house office, chemical lab, chemical go-down & production installations (if any) attached to the Rig shall be done by the Contractor.
 - v) Approximately eight to ten (8-10) loads of material/items belonging to the Company/Service Providers engaged by the Company shall have to be transferred/transported by the Contractor at his own cost during ILM.

(D) MISCELLANEOUS TOOLS & EQUIPMENT

- One (1) no. each of Circulating Head fitted with chucks and hose connection for 20" BTC, 13.3/8" BTC, 9.5/8" BTC, 7" BTC & 5.1/2" BTC casings and for 2.7/8" EUE /VAM tubing, 2.7/8" drill pipes and 4.1/2" drill pipe as supplied.
- One (1) no. Poor-boy Swivel for 4.1/2" drill pipes as supplied.
- One (1) no. Shut-in Valve for 2.7/8" EUE/VAM tubing & 2.7/8" drill pipes.
- Mud basket for use during round trips with drill pipes.
- Adequate number of appropriate size back pressure valves to be installed on bit subs during different stages of drilling (complete with installation tool).
- Cellar Pump: Gorman Rupp Pump or equivalent make diaphragm / pneumatic pump driven by explosion proof electric motor with matching frequency complete with all suction and delivery lines for cellar cleaning purpose. Alternatively, a suitable cellar ejection system is also acceptable. Motor should be suitable for class I, div. 2 areas and gas group I, IIA & IIB

- One no. of additional reels of 7500 ft. IWRC drilling line (as per specification of the Rig) should be made available at well-site in advance of requirement.
- One additional reel of IWRC sand line (as per specification of the Rig for sand drum, if provided should be made available at well-site in advance of requirement.
- Appropriate Riser for all stages of drilling.
- Rig warehouse and work-shop
- Complete sets of tools / wrenches.
- Suitable size & number of bell nipples and flow nipples for making up at the well head.
- Suitable capacity (engine or electrically driven pump reciprocating/centrifugal type) for pumping gauging water from water storage tank to cementing unit during cementing operation.
- One pair manual tongs for 2.7/8" EUE tubing of 6.500 & 8000 ft. lb capacity each.
- Drill pipe and tubing spinner suitable for all sizes and capacity to be operated with rig air supply.
- WELDING MACHINE: One (1) set - Diesel powered electric welding generator or electric transformer welding machine capable to generate welding current of min. 400 amps at 50/60 Hz with constant current characteristics with all associated welding and cutting apparatus, Oxy-acetylene cutting equipment with flash back arrestor, brazing tool etc. Engine of the welding machine should be fitted with spark arrestor. All types of required welding rods, oxy-acetylene gas cylinders and PPE for the operator /welder shall be supplied by the Contractor.
- BUG BLOWER: One (1) no. bug blower for use on derrick floor.

(E) OTHER PROVISIONS TO BE PROVIDED BY THE CONTRACTOR:

(i) The Contractor shall provide a bentonite/barites loading platform (approx. 600 sqft, 4 ft high) with shed to facilitate storing and mixing of mud chemicals at well site. The size of the platform should be adequate for loading and unloading of materials in the shed and mixing of barites/bentonite/mud chemicals in hopper shall be done by the Contractor.

(ii) Contractor shall ensure maintenance of drilling mud with Mud Engineering Service Provider as per drilling policy in accordance with mud program as the OIL may decide as per oilfield practice. Diligence in keeping the hole and all strings of casing and space between casing filled with drilling mud shall be exercised. For/During well testing operation (Production Testing):

(i) Schedule - 1

- a) Making & breaking including stacking and running in of production tubing (2.7/8" OD EUE) as per the standard practice.
- b) Installation of Tubing Head Spool, packing/testing of secondary seal as per policy/rating.
- c) Test pumps and gears to be provided by the Contractor.
- d) Testing/ installation of X-Mas tree.
- e) Making necessary tubing/ casing connections to the well head set- up.
- f) 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.
- g) To make the gas flare line to the flare pit.
- h) To measure the flow rate and to analyze the produced fluid as and when required.
- i) To maintain the tubing tally including any down hole production equipment run.

Any other job required for production testing as per policy.

ii) Schedule -2

a) All production equipment's namely X-Mas tree, Tubing Head Spool, Hanger Flange / Tubing Hanger, Separators with all accessories, Tanks, Steam jacket, Ground X- Mas tree, Tubings (EUE N-80, 2-7/8), Pipes for surface fittings and flare line etc. will be provided by the Company (Production Oil Department.)

b) All tools required for making up of the above equipment are to be supplied by the Contractor i.e. elevators, slips, tubing tong, coupling tong, hydraulic pumps and other necessary equipment for hydraulic testing of the separators, X-mas tree, ground X-mas tree and consumables such as thread dopes shall be provided by the Contractor.)

OIL reserves the right for inspection and verification of the Rig and associated ancillaries during any time after Bid Closing Date (BCD). Bidder should confirm acceptance of this clause in their Bids.

7.5 GROUP -V (MUD /AIR/WATER/FUEL/ELETRICITY SYSTEM)

A) MUD SYSTEM

A mud system having an active capacity of minimum 600 bbls (US) and gross capacity of minimum 1500bbls (US) including reserve capacity, with the following tanks / tanks compartments having electric motor driven suitable agitators

- Shale shaker tank, Desander – Desilter tank
- Intermediate tank
- Suction tank with slug pit.

- One trip tank (50 bbls minimum, with 2 nos. 2" x 3" centrifugal pumps driven by compatible explosion proof electric motor)
- One no. mixing tank
- Suitable nos. of reserve tanks to accommodate the above reserve capacity.
- Pre-flush tank of minimum capacity 25 bbls.

Provision for suction of mud from any of the reserve tanks with either of the mud pumps should be kept. Apart from the above, the mud system should include the following or equivalent:

(i)Shale Shaker: Derrick Flow/Swaco make or equivalent high-speed Linear Motion Shale Shaker – 3 units, with 6G - 7G force with suitable flow divider with min. capacity 800-1000 GPM with sufficient number of screens from 20 to 170 mesh size (The units of LMSS should not be permanently fixed on to the tank skid but should be designed for easy attaching and detaching from the skid).

(ii)Desander: Brandt make or equivalent Desander (hydrocyclone type – min 2 cones) capacity 1000 GPM, complete with 75-100 Hp flame proof motor driven centrifugal pump.

(iii)Desilter : Brandt make or equivalent Desilter (hydrocyclone type – 15 to 20 cones), capacity 600 - 800 GPM, complete with 75-100 HP flame proof motor driven centrifugal pump.

(iv)Mud Cleaner: One linear motion mud cleaner complete with 12-16 nos. 4" desilter cones with capacity 600- 800 gpm or 3 in 1 Mud Cleaner Combo Unit having Desilter Unit with at least 14 working cones at all time. Mud Cleaner Unit shall be equipped with screen size ranging from 200-300 mesh size.

(v) Centrifuge : Brandt's HS-3400/Derrick/Kemtron/Swaco High G force capacity and with long clarification area to process approx. 170 gpm with feed density of 9.7 ppg mud[approx.] at more than 2000G'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.]

(vi) Degasser: Swaco make or equivalent Degasser, vacuum/centrifuse type of capacity 1000 GPM fitted with 1 no. 5 hp, 230/415 Volt AC 3 phase 50Hz explosion-proof motor driven vacuum pump complete with suction and discharge piping, jet nozzle, pipe fittings with vacuum gauge and proper gas disposal system with Poor boy Degasser chamber for disposing of gas beyond hazardous area / zone.

All electrical equipment required to run the solid control equipment are to be rated at 415 volts, 3 Ph, 50 Hz and must be DGMS approved.

NOTE:

- 1) Suitable mud mixing system consisting of low pressure hoppers and electric motor driven centrifugal pumps. The System should be capable of mixing mud up to 16 ppg, approx. the system should contain at least two hoppers & two motor driven centrifugal charging pumps.
- 2) The active mud system should have one platform adjoining the tank with approx. dimensions of 30' x 20 ' for keeping bentonite, barite & other materials for mixing purposes. Alternatively ,the Contractor should keep adequate provision for keeping the chemicals at site.
- 3) The reserve tanks should have independent suction & delivery lines with mixing arrangement through the hopper.
- 4) Throughout the tank system the following lines shall be installed as required and complete with all necessary pipe fittings & accessories.
 - (a) Suction lines.
 - (b) Mud roll line/mud transfer line.
 - (c) Discharge line.
 - (d) Water line.
 - (e) Mixing line.
- 5) Contractor should arrange HSD for releasing stuck pipe and for mud treatment as and when required. The Company will reimburse the cost of HSD used for above on actual basis at the cost of per litre of HSD prevailing on that day.
- 6) Slug tank within the suction tank of approx. capacity 60 bbls with all necessary fittings, valves, connection etc. shall be provided by the Contractor.
- 7) The Contractor shall provide the all necessary safety requirements for working around the mud tank system –
 - a) A suitable number of stairways/steps from ground to top of tanks, from ground to choke manifold level, from choke manifold level to top of tank
 - b) Mud Tanks must be covered with grated flooring/serrated flooring.
 - c) Hand railings on all the outer boundaries of the tanks should be provided.

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.

(vi) CABIN FOR MUD ATTENDANT: A cabin of dimension 5' L x 5 ' W x 8' H mounted on a skid with one sliding door, 3 safety glass windows (on 3- sides), shall be provided by the contractor. The inside walls of the cabin are to be provided with thermal insulation and laminated boards along with at least one

electrical power point (15/5 Amp.). The cabin shall be placed near the intermediate tank at the level of the walkway.

(B) AIR SYSTEM: Rig air compressor package consisting of the following mounted on a hut.

Adequate number of engine/electric motor driven reciprocating / screw compressors each is having a capacity of 150 psi rated working pressure, complete with air drier and all accessories. Air supply system should be sufficient for entire well operation.

In addition one number (minimum) cold start compressor of 150 psi rated pressure driven by diesel engine for starting the Power pack engine will be necessary.

2 nos. air receiver each having a adequate capacity and working pressure for rig package complete with air dryer, safety relief valve, pressure gauge, condensate trap etc.

The air receiver supplied should be hydraulically tested at 1.5 times more than the working pressure. Details of testing report should be provided along with the Rig. Also the testing date, pressure etc are to be painted in the air receiver.

(C) WATER SYSTEM: The water system should conform to the minimum requirements as given below for guidance :

(i) WATER TANKS: Three (03) nos. inter-connected tanks. (One tank also to be used as gauging water tank covered top preferably 9.9 m long x 2.285m wide x 2.5m high on a four runner during cementing operation which should be equipped with hopper and agitators). Rectangular shape with skid, with drain out valve, equalizing coupling ladders both in and out of tank. Each tank shall have a man hole opening of 20" x 20" to go inside for cleaning purpose.

Total storage capacity: 150 cubic meter (approx.)

Suitable skid fitted with two centrifugal pumps (booster pump) with 15 - 25 HP explosion proof electric motors complete with suction and discharge lines for operation of either or both pumps for supply of water to various points should be provided.

(ii) SUPPLY of WATER: The Contractor shall be responsible for supply of suitable water (industrial and potable) for running the operations without any interruption.

The Contractor shall be responsible for procuring, transporting and storing/supplying adequate quantity of both industrial/potable water to well site / camp-site at his own cost. The Company shall in no way be responsible for any water arrangement whatsoever at well- site /camp-site. The Contractor shall make arrangements to supply industrial water to the Cementing and BHP service provider / any other third party of OIL as and when required during drilling operation.

(D) FUEL TANK: Two/one tank diesel fuel system having adequate capacity complete with fuel filters and two (flameproof-DGMS (India) approved) electric motor driven fuel / transfer pumps with suitable fittings for running the engines during operation.

The Contractor has to arrange for necessary Explosive License from competent authority for storage of HSD at rig/camp site in each and every drilling location at his own cost. However, till the time the necessary formalities with concerned authorities are completed and the license is obtained since it being a time-consuming process, the Contractor may be allowed to store HSD at well-site not exceeding 2,500 litres and in receptacle not exceeding 1000 litres for daily requirement in compliance with 10.1 Petroleum Acts and the Rules framed there under, 1976 (Section -7) under Petroleum Act, 1934.

NOTE:

- 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.
- 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.

(E) ELECTRICITY: Generation and supply of electrical power for running the entire operation and for various uses in the camp and well site shall be the responsibility of the Contractor.

i) RIG LIGHTING:

- a) All lighting fixtures, plug & sockets, junction boxes etc. used in hazardous area shall be explosion proof or increased safety and must have approval from DGMS (India) for use in Zone 1/ Zone 2, gas group IIA&IIB as statutory requirement.
- b) Lighting cable should be multi core flexible copper cable, 1000 volts grade (armoured or screened), elastomeric rubber insulated, CSP/NBR sheathed.
- c) Power supply to the lighting circuit shall be from phase-to-phase, 230volt, 50Hz (or 60 Hz).
- d) White flasher light of high luminous intensity should be mounted at the mast top. These light shall be operational at all times from the moment the mast is raised and until the mast is finally lowered irrespective of well operation.

e) Illumination level should be maintained as follows-

Sub-structure (derrick-floor) - 80 lux

Peripheral/area - 10 lux

Double board - 30 lux

ii) RIG MOTORS: All rig motors, starters and push button stations used in hazardous area must have approval from DGMS (India) for use in Zone I, gas group IIA & IIB classification as statutory requirement. Cable used for motor operation should be multi core flexible copper cables (armoured or screened) of 1000 volts grade, EPR insulated, CSP/NBR sheathed.

(iii) NGR SYSTEM: System of Neutral Grounding Resistance with suitable isolating transformer(s) be installed for restricting fault current to a maximum of 750 mA as per statutory guideline.

iv) EARTH LEAKAGE PROTECTION DEVICE: All out going feeders for motor, lighting etc. shall be provided with earth leakage protection device so as to disconnect the supply instantly at the occurrence of earth fault or leakage current as per IE Rules (Indian Electricity Rules, Rule 61A).

v) GENERAL CONDITION

1. All electrical equipment such as motors, light fittings, push button station, plug & sockets, junction boxes, motor starters etc. used in hazardous area must be approved by DGMS, Dhanbad (India) as statutory requirement (Oil Mine Regulation- 84, clause no. 73 & 75).

2. The Contractor should furnish the following along with the offer: Single line power flow diagram

Plan layout of electrical equipment used in rig.

List of all electrical equipment used in the Drilling Rig with DGMS approval number & earthing scheme.

3. Electrical job precautions should be adopted in the oil field as specified in the Indian Electricity Rules, 1956 and Oil Mine Regulation, 1984.

4. All electrical equipment such as motors, light fittings, pushbutton stations, junction boxes, socket boards, starters etc. as well as storage tanks (mud, diesel, water etc.), vessels, Drilling Rig outfit etc. shall be doubly earthed.

5. Proper insulation mat should be placed in front of switch, panel board etc.

6. Should have FLP torch, Insulation Tester, Multimeter, Earth Tester and

Electrician's Tool Kit.

7. Job supervision has to be done by a competent person, possessing supervisor's certificate of competency including part no VIII, issued/ endorsed by State Licensing Board of Rajasthan.

vi) COMMISSIONING REPORT & STATUTORY RECORDS: One commissioning and statutory record register should be maintained by the Contractor to record the followings-

Insulation resistance of all motors, generators, cables, distribution board, transformer etc. (each rig up and monthly).

Earth resistance of all electrodes. (each rig up and monthly).

Test record of Residual Current Circuit Breaker (RCCB) - monthly.

Maintenance of FLP equipment (yearly)

Electrical log sheet (daily), Annexure - XII (Format of Annexure - XII of IER will be provided by the Company).

vii) GENERATING SET: A diesel engine driven Generating set (Twin set one running & one standby) of required KVA power considering all electrical loads, with acoustic enclosure as per Central Pollution Control Board (CPCB) norms at well site.

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

Note: STATUTORY REQUIREMENTS FOR ELECTRICAL ITEMS

All the equipment such as light fittings, plugs & sockets, junction boxes, etc used in hazardous area must have CMRI (INDIA) certifications or equivalent certification from competent authority from the country of origin and the bidder has to forward the same along with the offer. Bidder shall confirm categorically during the offer that approval of DGMS (INDIA) for zone I, Gas group IIA & IIB for the same will be provided along with the supply. The bidder should ensure that White Flasher light on the crown of the mast have been provided as per Aviation Standards. Bidders have to furnish a list of Electrical equipment to be used in hazardous areas as per format given in Annexure-IV. The Electrical equipment must have certifications of flame-proof from CMRI, Sitarampur, if the equipment are of Indian origin or by any equivalent foreign certifying agency if the equipment are of foreign origin and all have to be approved by DGMS, Dhanbad as a statutory requirement (Oil Mines Regulations - 84, clause numbers 73 & 75).

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.

7.6 MISCELLANEOUS ITEMS:

- Dog house cum change house.
- Air conditioned communication room.
- Store room and tool house.
- Pipe and casing rack of suitable height and adequate capacity. Provision should be kept for making double of tubing during production testing.

DRILLING INSTRUMENTATION: The Rig should be equipped with the following instruments of Martin Decker or equivalent make:

- i) Martin Decker type E/EB or equivalent wt. indicator complete with accessories and suitable wire line anchor for appropriate number of lines (8-10 lines) strung at Driller console.

ii) Driller's Console should contain 1 no. string weight indicator, 1 no. mud pressure gauge, tong torque gauge, rotary torque gauge, rotary table RPM meter, pump SPM counter for each rig pump, ROP gauge. The Driller's console should be intrinsically safe.

- I. Suitable Mud Volume Totalizer and Flow Fill Indicator and recording system for all tanks (including trip tank) shall be provided at Driller console. It should include emergency honking system, signal alarm and visual display boards at strategic points.
- II. Seven channel Record-O-Graph instrument to record string weight, mud pressure, rotary torque, RPM, mud pump SPM and ROP suitably located at derrick floor preferably inside the doghouse.

Drilling Parameter Monitoring System with print-out facility will also be accepted. Monitor shall be made available on drill floor at convenient position whereas monitor with printing facility may be installed in Tool Pusher/Company Representative room.

7.7 GENERAL NOTES:

a) The Bidders shall forward all technical details of their equipment/machine indicating make, model, capacity, name of manufacturer, year of manufacture etc. along with their technical bid.

Minor variation in size and specification of tools and equipment quoted with the Rig will 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) Supply, storage, consumption / regulation of water & fuel at the well sites as well as at the campsite 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.

d) Necessary Explosive License required (statutory requirement) for storage of fuel/lubricant etc. shall be the Contractor's responsibility at their own cost. Contractor should initiate the process for obtaining Explosive License immediately after issuance of LOA.

e) The Bidder shall submit the layout drawing of the offered rig package indicating loading pattern of soil / foundation under the following conditions along with the bid.

- (i) Guy-rope anchoring position with respect to well centre.
- (ii) While raising / lowering mast.
- (iii) With rated hook load + set back load
- (iv) With casing and set back load.

f) The Contractor shall stock, adequate amount of screens (mesh sizes 20,40,60,80,100,120,150, 170, 190)) for shale shaker and enough stock of desander / desilter/mud cleaner cones, other spares.

g) To locate the nearest source of water and supply of water shall be the responsibility of the Contractor for day to day requirement of camp and well site operation.

h) The Contractor shall supply all sorts of lubricants for day-to-day operation of various rig equipment. 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 the Company. Contractor will supply on request, bits selected by the Company at actual cost + 5% handling charge.

j) Time frame: No. of wells and other well parameters are indicative only. The contract will initially be applicable for a period of two (2) years of operation. At the end of one (2) year period, the Company at its discretion may extend it for one (1) more year or part thereof at the same rate, terms and condition. Thus the total contract period may be valid for (2+1) years.

k) Well Logging Service: All logging requirements as depicted in the drilling program will be met by OIL through its In-House or Logging Contractor's Service.

l) Well killing: The primary responsibility of well killing and all related operations shall lie with the Contractor. Contractor shall provide men, material and fire

service for this purpose. Well killing method and procedures should be decided by OIL. OIL shall render all possible help to liaise with Civil administration when blow-out like situation arises. Any major /special services required apart from available resources at well-site are to be arranged by the Company. 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.

m) Kill pump: Contractor shall provide a kill pump set of the following broad specification:

Diesel Engine (250-300 hp capacity) driven, preferably Turbocharged Caterpillar/ Cummins, OPI/National make or equivalent pump of max. rated working pressure 5,000 psi having varying plunger sizes, 2.3/8", 3.1/2", 4" having discharge rate of 350 GPM (maximum) with suitable torque converter having four speed control system.

1(one) no. kill tank of minimum 40 bbl capacity.

The kill line should be laid with chicksan joint having NRV, bleed valve and should be suitably grouted at intervals along with additional safety chains in

between two joints. One (1) no. compatible kill manifold of 5.000 psi rating should also be provided.

Grouting of the kill lines to be done by the Company with assistance from the Contractor.

n) Pressure Test Requirements: All pressure tests shall be recorded on pressure chart recorders whenever possible. A record shall be kept of the volumes required to obtain the test pressure, the fluid used for the test, and the volume returned during the test when pressure was bleed off. Contractor should arrange for suitable pressure test pump of minimum 5000 psi capacity and necessary test hose/lines with NRV, pressure gauge.

i. Formation Integrity Test: Formation integrity tests shall be conducted according to Company's Procedures. Pressure testing of stand pipe manifold and choke manifold valves are to be carried out according to relevant API standards.

ii. Casing Test: The casing will be pressure tested over the entire length after placing cement. Casing pressure tests shall be conducted for minimum 15 minutes as specified in the drilling program.

iii) BOP Test: All pressure tests on BOP, wellhead components and their connections shall be carried out in line with relevant OISD standard – 174 and Company's well control manual. BOP test pressures shall be applied at 300 psi low and high values (to be specified in the program/as per OMR-84) for time span as specified in the drilling program. Pressure tests on BOP, wellhead components and their connections shall be made with clean water unless if otherwise specified by the Company representatives. All valves shall be arranged for fast shut-in-well control conditions immediately after BOP tests.

(iv) Wellhead seal integrity tests: Wellhead seal integrity tests shall be conducted in accordance with the Company procedures/drilling program.

(v) Well Control requirements: BOPs will be installed after running the surface casing. A Formation Integrity Test will be performed after drilling out the casing shoe and immediately after drilling out float equipment on all casing strings. For all secondary well control the preferred method is preferred. BOP stack, control system and choke manifold shall be function and pressure tested on installation and after every 07 days and 21 days as per OMR-84 / Company's requirements. These tests shall be witnessed by the Company Representative and recorded on appropriate chart recorders. The correct size wear bushing or bore protector is to be installed in the well head during all drilling and logging operations. The De-gasser is to be operated after installation and function tested thereafter regularly during drilling. Any short comings are to be reported and immediately rectified, before drilling ahead. Prior to using a new bit or bottom hole assembly, the Contractor shall take slow pump rates at 20, 30 and 40 strokes per minute. Slow pump rates shall also be taken at the beginning of each work tour, after drilling 200 meters, or after making changes to the mud weight. The results shall be reported on the daily progress report.

o) Top Drive System : One (1) No. Top Drive System of 250 Ton capacity preferably electrical driven compatible with 1000 HP mobile drilling rig of make M/s NOV / TESCO / DRILLMEC / CANRIG DRILLING TECHNOLOGY / WARRIOR MANUFACTURING SERVICES or any other reputed make. The system should be capable of generating torque in the range 15000 – 25000 ft-lb and rotary speed 0-160 rpm.

7.8 CIVIL ENGINEERING WORKS: Company shall provide foundation for the standard rig equipment including hard standing and cement concreting areas, effluent pit provision etc. Any additional civil work involvement besides the standard indicated plinth area/civil work should be highlighted by the bidder in the technical bid.

The approximate well plinth preparation for a similar drilling rig with the company is broadly as follows;

- i) Approx. plinth areas: 10000 Sq. m
- ii) Concrete volume: 250 to 280 cum
(for foundations of slush pumps, drilling rig, rig engines, etc.)
- iii) Hard standing area: 9000 Sq.M
- iv) Effluent pit volume 5,00,000 gallons for development well.
6,00,000 gallons for Exploratory well.

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

- All Civil Engineering jobs associated with preparation of approach road, well site plinth, rig foundation (with cellar), guy-rope anchoring etc. will be the Company's sole responsibility. However, the Bidder should submit the following in order to assess the quantum of civil engineering works required
- Rig layout drawing clearly indicating areas where road / hard standing/ guy rope anchor is required.
- Substructure foundation design.
- Cellar foundation design. Also, indicate maximum allowable cellar foundation size.
- Structural configuration and load distribution of the rig package / equipment.
- Detailed design of any other equipment requiring cement/concrete foundation.
- All approach roads to well site and hard standing of well sits will be made from gravel/ locally available material without any black toping what so over as per prevailing practice.
- Necessary sizing / adjustment in length of false conductor with available cut pieces is Contractor's responsibility. False conductor along with cut pieces will be provided by the Company. Grouting of false conductor shall be done by the Company with assistance from the Contractor.
- After awarding of the contract/ issuance of LOA, all the above Drawing submitted along with Technical Bid is to be finalized, in case of any

discrepancies, for preparation of well site after consultation with the OIL's officials within 07 days on receipt of LOA. The mobilization of Rig and accessories should start immediately on getting information from OIL.

NOTE:

- i) OIL will provide the levelled & fenced land required for the camp near to rig site. However, OIL will not be in any way responsible for setting up of well-site camp. For the base office of the Contractor at Jodhpur, the Contractor shall take all responsibilities as per their requirement.
- ii) Maintenance of approach roads to well sites, Camp site and well plinth shall be the Company's responsibility while maintenance of camp site including materials shall be the Contractor's responsibility.
- iii) The Civil materials required for camp maintenance shall be supplied & arranged by the Contractor.
- iv) The Bidder must furnish the following additional information along with the Technical Bid -
 - a) Power flow diagram of the Rig.
 - b) Estimated fuel consumption per day at full load i.e. while drilling at 1000 m to 2000 m depth.

7.9 ASSOCIATED SERVICES: The Contractor shall offer the following associated services along with the rig package.

A. MUD ENGINEERING AND DRILLING WASTE MANAGEMENT SERVICES:

- i) Mud Engineering and Drilling Waste Management Services shall be provided by OIL through third party contract
- ii) Contractor shall provide power and water supply to Mud Engineering laboratory and Drilling Waste Management Plant.

B. CEMENTING SERVICES:

- 1. OIL shall perform the cementation jobs by using trailer mounted cementing unit provided by the third party at the planned wells to be drilled. The Contractor shall provide tools, equipment and necessary services to enable the third party engaged by OIL to carry out the jobs successfully.
- 2. Air supply during cementation, in case of emergency, from rig utility for mixing of oil well cement at well site should be provided by Contractor
- 3. OIL shall use cementing unit for entire cementing operation however in case of emergency OIL should be allowed to use both slush pumps (individually or in conjunction) to pump/displace cement slurry.
- 4. The Contractor shall make arrangements to supply industrial water to OIL during and after cementing operation.

5. Any crane service if necessitated during cementing operation should be provided by the Contractor.

C. BHP SERVICES:

BHP Service shall be provided by the OIL/third party engaged by OIL. However, Contractor shall provide all necessary help during commissioning/operation. The transportation of the same during inter location movement shall also be carried out by Contractor at their own cost along with the rig package.

Contractor shall extend all necessary help to Cementing & BHP service provider engaged by OIL for placement of cementing unit/accessories/laying of pumping line for cementation job at the well site.

D. CORING SERVICES:

The Company will engage a Service Provider to take conventional cores during drilling at different stages. One coring expert & one preservationist with all necessary tools/materials will be provided by the Service Provider on call-out basis at well-site. The Contractor shall provide all necessary help/assistance to the Service Provider personnel for carrying out the coring job.

E. DRILLING WASTE MANAGEMENT SERVICE:

The Contractor shall provide power and water to run Drilling Waste Management Plant to be provided by OIL through third party contract

F. CATERING SERVICES:

Catering service shall be provided by the Contractor through reputed Caterer for the Contractor's personnel and 25 nos. Company designated personnel (inclusive of all third party Contractors under Company's purview) during the entire contractual period. Contractor shall provide good & hygienic Indian & Continental food with sufficient cool and wholesome drinking water (bottled mineral).

CHARGE FOR FOOD: Charges for food for each additional Company's or Company designated persons in excess of twenty-five (25) nos. shall be paid per meal to be computed on the basis of individual meals.

G. MEDICAL SERVICES: Good and suitable first aid medical services shall be provided by the Contractor round-the-clock to all persons including persons of third party engaged by OIL with an attending registered Medical Practitioner (min. MBBS) on call basis for 24 hrs and one on-site Ambulance. The Doctor shall be available at all times during the entire contractual period with sufficient quantity of first aid kit and medicines to meet any emergency.

First Aid Kit: An adequate and approved first aid kit should be kept available at well-site at all times and should have all medicines as recommended by St. John Ambulance.

Ambulance Service: One ambulance with dedicated driver & attendant 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. The ambulance shall not be more than two(02) years old.

H. CAMP AND OTHER ESTABLISHMENT: Good/hygienic camp facilities for lodging Company's (inclusive of third party Contractor's personnel) and Contractor's personnel along with camp site dispensary and catering services shall be provided by the Contractor. Fully furnished air-conditioned bunkhouses for both executive and work person type accommodation should be provided for at least 25 (9 nos. executive and 16 nos. work person) company personnel or OIL's representatives. The camp should be well maintained with normal recreational facilities including Colour TV (LCD) with satellite channels, light indoor games etc. at the contractor's cost. The camp facilities should be established near to the well site and should include the following for OIL'S personnel but not limited to:

- 1 no. single seated unit accommodation with attached bath and toilet for Company Representative
- 4 nos. double seated unit accommodation with attached bath & toilet.
- 4 nos. 4- seated accommodation with attached bath & toilets.
- One air-conditioned dual office unit to be used as Company Representative & Tool Pusher office at rig site. Separate office set-up with accommodation/recreation facilities for Company Representative at well-site shall be preferred.
- All bunkhouses shall be air-conditioned and fully furnished.
- The Company reserves the right to decide the menu of the catering services at camp and well site with room service facility.
- At least one spacious air-conditioned bunkhouse containing all recreational facilities.
- One laundry unit with attendant service.
- One air-conditioned bunkhouse type first aid disbursement room to meet any emergency with registered Medical Practitioner and attendant.
- Two spacious dining hall and kitchen, store bunk-house etc. as per convenience of the Contractor.

NOTE:

- i) Electrical power supply to the camp and other establishment should be supplied by Contractor from a separate acoustic/ silent DG set of suitable capacity
- ii) The Contractor should bring light and easily transportable dwelling units for camp establishment.

- iii) All units including those to be used as office should be fully furnished and air- conditioned with proper lighting arrangements. The dimensional sketches of all units are to be provided with the bid. Disposal of any effluents from toilets/kitchen etc. will be the responsibility of the Contractor. The Contractor shall be solely responsible for keeping the entire camp area and well site neat, clean and hygienic.
- iii) About 40 m x 45 m of suitably dressed area will be provided for placement of above living bunk houses for OIL's personnel. The area should be maintained properly with clean & hygienic condition by the Contractor.

I. FIRE FIGHTING AND SAFETY EQUIPMENT/SERVICES:

(As per Mines Act, 1952 & OMR-1984 /OISD-189 wherever applicable)

a) Contractor shall provide the following fire-fighting equipment/items as required for oil/gas well drilling as per the provisions of OISD- STD- 189 & Mines Act of India.

- i) One (1) no. trailer/ skid mounted diesel engine driven fire water pump of capacity 1800 lit/min at 7 kg/cm² pressure.
- ii) One (1) no. 50 M³ capacity (minimum) water storage tank with connection provision to fire trailer pump.
- iii) Fire water distribution line with minimum two (2) nos. hydrants & one (01) no. monitor with all accessories (suction hose, delivery hose, nozzles, tools etc.) for any fire emergencies shall be installed at well-site as per OISD-189, point no. 5.1.5.
- iv) One (1) no. TPC (Trailer Pump Connection) point at entrance.
- v) Portable fire extinguishers placed at designated spots/points, clearly visible and easily accessible of the following numbers -

1. 10 kg DCP extinguishers	- 20 nos.
2. 50 kg DCP extinguisher	- 02 nos.
3. 6.8 kg CO ₂ extinguisher	- 02 nos.
4. Sand bucket	- 06 nos.
5. Fire bell	- 01 no.
6. Emergency Hooter	- 01 no.

b) 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 firefighting (certificate/diploma holders) at the rig site.

c) The Contractor shall comply with any / all other regulation(s) of OISD (India) & DGMS (India) that comes into effect from time to time in this regard. Regular fire drills should be conducted. Mock fire drill should be conducted at least once in a month & records of all such drills should be maintained properly.

d) The above is a mandatory requirement for firefighting purposes. In case of nonconformity, Company reserves the right to stop further operations till the time the above mentioned standard is met

e) The 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 in preventing fire, explosion, blow out. The Contractor shall 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.

f) Documentation, record keeping of all safety drill/practices should be conducted as per International/Indian applicable Laws/ Act/Regulations etc. and these records should be made available for inspection at any point of time.

g) HSE (Health, Safety and Environment) policy as well as Emergency Response plan should be kept available at site. Compliance of these shall be the sole responsibility of the Contractor.

J. MAINTENANCE OF EQUIPMENT:

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.

The Contractor shall provide one no. Store-house/Container of size 30 ft x 8 ft x 8 ft for storing of chemicals, LCM etc .at well -site. Platform adjoining to mud tank system of about 600 sq.ft. should be provided by the Contractor.

Contractor shall assemble, dismantle, and move all OIL's designated items if any attached with the Rig without any obligation to OIL.

J. PERSONNEL TO BE DEPLOYED:

The Contractor shall 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 key personnel involved in rig operations during drilling & completion phases for which the deployment pattern has to be as per the following norm :

List of Personnel:

Sl. No	Personnel	No. of Person	Working Hrs.
1	Area Manager	1	On call 24 hrs.
2	Rig Manager/ Rig Suptd.	1	On call 24 Hrs
3	Tool Pusher	1	12 Hrs.

4	Tour Pusher/Night Tool Pusher	1	12 Hrs.
5	Driller	1	12 Hrs.
6	Asstt. Driller	1	12 Hrs.
7	Derrick Man/Top man	2	12 Hrs.
8	Floorman/ Roustabout	10	12 Hrs.
9	Chief/Master Mechanic	1	12 Hrs. (day shift) and as and when required
10	Mechanic (IC/Pump)	1	12 Hrs.
11	Chief Electrician	1	12 Hrs. (during day shift and as and when required
12	Rig Electrician	1	12 Hrs
13	HSE Officer	1	12 Hrs. (during day shift and as and when required
14	Welder	1	12 Hrs. (during day shift and as and when required
15	Heavy Duty Crane operator	1	12 Hrs
16	Telephone Attendant	1	12 Hrs
17	Gas Logger cum sample washer	1	12 Hrs
18	Registered Medical Practitioner	1	24 Hrs on call

Note: The above key rig personnel are to be deployed without fail. Non-compliance would incur penalty as per Clause in SCC.

Qualification & experience of Personnel: The qualification and experience of the rig personnel will be as under:

1. AREA MANAGER: Should be Engineering Degree/Diploma holder or Master/Bachelor Degree in Science and should have sound health. He should have work experience in drilling/work-over operation in Oil/Gas wells for about 15 (Fifteen) years out of which at least three (3) years should be in respective operation.

The person should be well conversant of well operations and should be capable of handling well problems arising out of locality and logistics.

The Area Manager has to be preferably available at Base office at Jodhpur and should report to Drilling Office/ Well site as and when asked for to receive any instruction or resolve any issues pertaining to the contract

2. RIG MANAGER / RIG SUPERINTENDANT: Should be Engineering Degree/Diploma holder of sound health and have work experience in drilling / work -over operation in oil / gas wells for about fifteen (15) years out of which at least three (3) years should be in respective position. Must possess valid well control certificate (IWCF). The person should be well conversant with well control methods and should be capable of taking independent decision in case of well emergencies.

3. TOOL PUSHER: Should be of sound health and have work experience in drilling oil/gas wells –

- i) Should be well conversant with working in the type of Rig offered.
- ii) Must possess valid well control certificate (IWCF / IADC well CAP) and should be conversant with well control methods to take independent decisions in case of well emergencies.
- iii) Should be conversant with mud chemicals & maintenance of mud property.
- iv) Should have Diploma in Engineering or B.Sc. or equivalent qualification.
- v) Should have minimum ten (10) years of experience in drilling operation out of which at least three(3) years as Tool Pusher in exploratory & development wells.

4. TOUR PUSHER/NIGHT TOOL PUSHER: Should be of sound health and have work experience in drilling oil/gas wells-

- i) Should be conversant with working in the type of the Rig offered.
- ii) Must possess valid well control certificate (IWCF / IADC well CAP) and should be conversant with well control methods to take independent decisions in case of well emergencies.
- iii) Should be conversant with mud chemicals & maintenance of mud property.
- iv) Should have Diploma in Engineering or B.Sc. or equivalent qualification.
- v) Should have minimum six (6) years experience in drilling operation out of which at least three(3) years as Tool /Tour Pusher of exploratory & development wells.

5. DRILLER: Should be of sound health and have work experience for a minimum period of five (5) years in drilling oil/gas wells.

- i) Should be conversant with working in the type of the Rig offered.
- ii) Must possess valid well control certificate (IWCF / IADC well CAP) and should be conversant with well control methods to take independent decisions in case of well emergencies.
- iii) Should be conversant with handling of mud chemicals & maintenance of mud property in oil/gas wells.
- iv) Should have SSC/HS/PU/Class-XII Standard or equivalent qualification.
- v) Should have minimum five (5) years of experience in drilling operation out of which at least three (3) years as Shift in-charge/ Driller.

6. ASSISTANT DRILLER: Should be of sound health and have work experience in drilling oil/gas wells-

- i) Should be conversant with working in the type of the Rig offered.
- ii) Should be conversant with well control methods to take independent decisions in case of well emergencies.

- iii) Should be conversant with handling of mud chemicals & maintenance of mud property in oil/gas wells.
 - iv) Should have minimum of 3 years of experience in respective position in drilling oil/ gas wells
 - v) Should have SSC/HS/PU/Class-XII Standard or equivalent qualification.
7. DERRICK MAN/TOPMAN: Should have minimum two (2) years of work experience as Derrick man/ Top man in a drilling rig. Should be minimum 8th. Standard (Class-VIII) passed.
8. FLOOR-MAN/ROUSTABOUT: Should have sufficient knowledge/ experience in working on derrick floor in a drilling/work over rig in respective position. Should be minimum 8th Standard (Class-VIII) passed
9. MECHANICAL ENGINEER / SUPERVISOR (CHIEF/MASTER MECHANIC):

Should have a degree or diploma in Mechanical Engineering with minimum three (3) years and six (6) years of experience respectively in the offered position in the type of the Rig offered.

10. MECHANIC (IC/PUMP):

- i) Should have a minimum of three (3) years of work experience in respective position in the type of the Rig offered.
- ii) Should have sufficient knowledge of operation and maintenance/servicing of the type of the Rig offered and its components viz. engines, slush/mud pumps, supercharger pumps, barytes/chemical pumps, other centrifugal pumps, solids control equipment, degasser and all other mechanical items/engines operating in the Rig offered.
- iii) Should have diploma in mechanical/chemical engineering or B.Sc or equivalent qualification with minimum three (3) years of experience or SSC/HS/PU/I.Sc or equivalent qualification with six (6) years of experience out of which at least one(1) year as Mechanic in Drilling Rig offered.

11. ELECTRICAL SUPERVISOR/ENGINEER (CHIEF ELECTRICIAN): Should have Degree in Electrical Engineering with minimum three (3) years of experience OR Diploma in Electrical Engineering with six (6) yrs experience in the type of the Rig offered. He should be confident in carrying out independently the fault-finding analysis, rectification of fault, operation and maintenance of all the electrical items of the offered Rig including the air conditioners. He must possess valid Electrical Supervisor's Certificate of Competency issued by State Licensing Board including part VIII and should be conversant with Oil Mines Regulations and Electricity rules. ITI certificate holders are not acceptable as Electrical Engineers.

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, Siemens-PLC or its equivalent in case the offered rig is Diesel Electrical.

12. RIG ELECTRICIAN: Must be diploma holder in electrical engineering with minimum three (3) yrs. or ITI certificate holder in electrical discipline with minimum eight (8) yrs. experience.

Should be conversant with the operation and maintenance of the type of the Rig offered independently in shifts. He should be able to read circuits, communicate, detect and rectify faults. He must possess valid Electrical Workman Permit (Part I & II) Certificate issued by State Licensing Board.

13. HSE Officer: Should be Graduate in Science with a minimum of three (3) years of experience in relevant field of operation.

Job Description of HSE Officer -

Duties & 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 job, tripping in /tripping out tubular, safety meeting during crew change, pre job safety meetings, routine inspection of rig and equipment, preparation of SOP in local language, ERP (Emergency Response Plan) & Risk Register, preparation of Job Safety Analysis, hot & cold work permit, investigation & analysis of accidents & near miss incidents. To take all necessary actions to comply with all DGMS, OISD & MoEF guidelines and submit return at specified intervals.

Should be responsible for designating 'Safe Briefing Area' and informing all personnel/crew of the same.

Responsible for issuing safety equipment to all personnel arriving at Rig and ascertain that all personnel use and maintain these equipment properly.

Responsible for designating Entrance and Exit of the location.

Responsible for keeping/ maintaining/ updating statutory records as per OMR, OISD & DGMS regulations and should be made ready prior to any audit.

Experience of HSE Officer -

Experience in E & P Company of a minimum of three (3) years as HSE officer. Experience includes formation and implementation of HSE policies, work site inspection & hazard identification, training of employees, job risk assessments, permit to work systems, pre job safety meeting, accident & near miss incident investigation & analysis, report making & record keeping, selection of PPE suitable for work activity & work environment, well site inspections & audits, emergency response planning, taking precaution for pollution control and environmental management. Should have sufficient knowledge on ISO, ISRS etc.

14. 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).

15. HEAVY DUTY CRANE OPERATOR: Should be provided along with the crane. The operator should have a minimum of two (2) years work experience in operating a heavy crane attached to Drilling Rigs and possess license for driving heavy motor vehicle.

16. TELEPHONE ATTENDANT: Should be minimum 8th Standard (Class-VIII) passed

17. GAS LOGGER CUM SAMPLE WASHER: Should be minimum 8th Standard (Class-VIII) passed

Besides the experience of the personnel as mentioned above, they should be conversant with BOP drill/Fire drill as per standard oilfield practice.

In addition to the above key-personnel, following additional personnel are to be made available compulsorily throughout the contractual period -

Category	Nature of duty		Qualification/ Experience
Camp Boss	Available for 24 hours/day	One	With adequate experience
Cook for camp site	Available for 24 hours/day	Two	- do -
Cleaner	Available for 24 hours/day	One	- do -
Laundry attendants	Each 12 hrs per day:2 Nos.	Two	- do -
Field Administrator	On call basis 12 hrs	One	- do -
Catering Personnel	As required		Adequate experience in relevant field (Indian & Continental dishes)

Note:

- i)An undertaking from all the personnel as per Proforma (Annexure II) should be forwarded after deployment of manpower prior to mobilization.
- ii)The personnel deployed by the Contractor should comply with all the safety norms applicable during operation.

L. Medical Fitness:

- (i) The Contractor shall ensure that all the Contractor personnel have undergone a full medical examination prior to commencement of drilling operation.
- ii) A qualified and registered Doctor shall conduct all such medical examinations in accordance with accepted medical standards.

M. Training Courses:

The Contractor shall ensure that all of the Contractor personnel performing services hereunder shall have attended all safety and operational training courses such as Mines Vocational Training etc. required by applicable law and as is

generally consistent with international petroleum industry practice and/or as otherwise required by the Company.

The Contractor shall, if requested, forthwith produce valid and current certificates of completion or attendance for the Company's inspection.

Personnel should be well conversant in Fire Fighting, BOP control system, 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.

Rig Manager/ Area Manager shall be stationed at base office at Jodhpur. In case of operational requirement, he shall visit well sites and can leave station only on specific permission from the Company.

Adequate number of experience personnel to run smoothly the camp / kitchen / mess should be made available round-the clock.

Contractor should deploy other personnel at rig site which shall include drivers, rig fitters, carpenters, ware-house personnel, security men (both at well site and campsite), power/casing tong operator, services of unskilled labour as and when required for following multiple jobs:

- i) Mechanical helper.
- ii) Electrical helper.
- iii) Personnel 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.

Bidder shall furnish Bio-Data of Key Personnel along with the Bid with all supporting documents, certificates etc.

Employment of personnel other than key personnel 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.

On/off duty details of Rig and associated service personnel should be indicated. All necessary permission/exemption for the work personnel should be obtained prior to start of initial operation from Statutory/Competent Authority.

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 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.

Company reserves the right to instruct for removal of any Contractor's personnel who in the opinion of the 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 from the Company.

All charges for personnel are included in the Day Rates. No separate charges shall be payable for the personnel deployed.

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).

N. SECURITY SERVICES: Contractor shall provide adequate security personnel to safe guard their own Rig package, accessories and campsite with proper and sufficient security guard/personnel round-the-clock.(Company will provide the necessary fencing and gate in each location for rig/camp site at the start of each location/ILM). All security related issues shall be dealt by the Contractor including dealing with Govt. agencies. Company in no case will be

involved in security related issues relating to Contractor's personnel and materials. Contractor shall also be responsible for the safety and security of Company's personnel/equipment/tools/materials etc. at the well site and camp site and shall provide best security services to them during the tenure of the contract.

(END OF SECTION – II, Part - 3)

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, draw-works, mud system, mast and substructure etc. 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 equipment & services; camp/ catering/ medical services, communication, safety & firefighting 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 Date" means the date on which the first well is spudded-in under this contract.

1.9 "Contractor's personnel" means the personnel as mentioned under section 'terms of reference and technical specification'. To be provided by Contractor from time to time to conduct operations hereunder.

1.10 "Contractor's representatives" means such persons duly appointed by the contractor thereof at site to act on Contractor's behalf and notified in writing to the company.

1.11 'Day' means a calendar day of twenty-four (24) consecutive hours beginning at 07:00 hrs. and ending at 07:00 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 report(s)/document(s) 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 spud-in at the next location

1.17 'Spud- in of the well' means the initiation of drilling of the well and the very first hit on well centre at the new location after all rig up 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.

1.19 'Cluster Location' means a number of wells drilled from the same plinth in different directions. The surface position between two adjacent wells is 10 meters (approx..)

2.0 MOBILIZATION:

2.1 The mobilization of the Drilling Unit and associated services shall commence on the date of receipt of the LOA awarding the contract or the date of mobilization notice from the Company and shall continue until the complete drilling unit is properly positioned at the first drilling location, rig-up operations are completed and the well is actually spud in.

2.2 The Contractor will advise readiness for commencement of mobilization / shipment to Company after the effective date (i.e., date of issuance of LOA), at least 3 days before the actual mobilization / shipment.

2.3 Mobilization charges will be payable after the commencement date as certified by the Company.

2.4 Company at its discretion may allow commencement of drilling operation without complete mobilization, however necessary deduction for short supplied items will be made as per cost evaluated by OIL.

(i) For any items supplied by the Company, rental will be calculated after amortizing the cost of the item over a period of 5 years applying 15% PTRR (Post

tax rate of return). Similar deductions will also be made for short supplied items neither supplied by Company nor by the Contractor.

(ii) Deduction will be calculated based on Company's determined cost, which shall be treated as final, basis of which shall provide to the Contractor.

(iii) Notwithstanding this provision for partial mobilization, bidder must quote in accordance with relevant clauses for full mobilization.

2.5 COMPLETION OF DEMOBILISATION: Demobilization shall be completed by Contractor within 60 days of expiry / termination of the contract. After the completion of work, all equipment, accessories etc. brought to India on re-export basis shall be re-exported by Contractor except well consumables and spares consumed in the wells. In case of failure to do so in the allotted time hereof 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 respect of re-export, from Contractor's final settlement of bills. In the event of all / part of the equipment etc. are transferred by Contractor within the country to an area where no nil customs duty is 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.

3.0 CONTRACTOR'S PERSONNEL:

3.1 Except as otherwise hereinafter provided, the selection, replacement and remuneration of the Contractor's personnel shall be determined by the Contractor. Such employees shall be the 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 Jodhpur to be manned by competent personnel, who shall act on behalf of the Contractor in all matters relating to Contractor's obligations under the contract.

3.4 Contractor shall provide all manpower for necessary supervision and execution of all works/jobs under this contract to Company's satisfaction except otherwise stated. The minimum number of key personnel to be deployed is mentioned in this document.

3.5 Contractor will immediately remove and replace any of the Contractor's personnel, who in the opinion of Company is incompetent, negligent, displaying unacceptable behaviour/attitude 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 WELL SITE:

4.1 Food & Accommodation: Contractor shall provide and maintain hygienic and standard quality food & services for its own & sub-contractor's personnel and for twenty-five (25) nos. Company's designated personnel per day free of charge.

4.2 Transport Service: Transportation of Contractor's personnel will be arranged by Contractor whilst that of Company's staying at base will be arranged by Company.

4.3 Medical Facilities: The Contractor shall arrange for medical facilities and a Doctor including a well-equipped ambulance at site at his own cost.

5.0 CONTRACTOR'S ITEMS:

5.1 Contractor shall provide 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 contractual period.

5.4 Contractor shall provide full water requirement at rig site and campsite (industrial and potable).

5.5 Contractor shall provide all lubricants for operation of contractor's equipment both at drill-site and campsite at his own 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 shall provide electricity at both drill-site and camp-site 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/equipment, including but not limited to electricity, lubricants, fuel, industrial water and personnel.

6.0 CONDUCTING DRILLING OPERATIONS:

The Contractor shall carry out all operations mentioned hereunder with due diligence in a safe and professional manner and in accordance with accepted international oilfield practices.

Wells shall be drilled to a depth as specified in the drilling program 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 rated capacity of the Rig in terms of drilling depth range and maximum casing setting depth. The Drilling Unit and all other equipment and materials to be provided by the Contractor shall be in prime working condition.

The Depth Data & Drilling Policy provided by Company shall primarily include planning of the following:

- Well structure
- Casing program.
- Well head assembly including production well head.
- Expected formation details with lithology.
- Expected drilling hazards like to be encountered
- Mud policy
- Coring program (if any).
- Cementing program.
- Drill stem testing program (if any)
- Wire line logging program.
- Mud logging program.
- Open hole/cased hole evaluation.
- Well control preventive measures.
- BOP & well -head testing program
- BOP drill & Fire drill.
- Environmental protection

Well Testing program provided by the Company primarily may include the following:

- Production testing program.
- Production well head assembly & blow out prevention system.
- Details of production string inclusive of gas lift valve and packer.
- Well/completion fluid program.
- Cement repair / squeeze program (if any).
- Cement cleaning program.
- Wire line (cased hole) logging program.
- Drilling out of bridge plug and packers (if any).
- Casing repair job.
- Acidization program.
- Swabbing operation.
- Gas and water injection program.
- Wire line operation including perforation.
- Details of cold production program (if any).
- Details of EOR (Enhanced Oil Recovery)

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.

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 the Company.

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.

6.1 Cores: Contractor shall take 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.

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

6.3 Hole Inclination: Contractor shall do his best in accordance with good oil field drilling practices to maintain the hole VERTICAL within the limit specified by the Company in the drilling program. Contractor will take necessary steps to bring the hole within permissible limit as requested by the Company.

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. Company will provide Specialized Tools/ personnel for these operations.

6.4 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.

6.5 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.

6.6 Casing and Cementing: Lowering of all casings is Contractor's responsibility. Cementing will be done by Cementing & BHP Service provider engaged by OIL. However, Contractor shall provide all necessary assistance for safe and timely execution of cementing operation. 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 over a period 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 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 company's hired cementing service.

The Contractor will maintain the well fluids in a manner satisfactory to the Company. The parameters of the drilling fluid shall be maintained by the Contractor in accordance with specifications and / or formulations set forth by the Company.

6.7 HSE COMPLIANCE: Contractor shall observe relevant safety regulations in accordance with acceptable oilfield practice and applicable Indian Laws such as Mines Act 1952. 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 all statutory safety drills, BOP/well head tests etc. as may be required by Company at prescribed intervals.

The successful Bidder has to forward the necessary sample documents of SOP, Risk Register, Bridging document covering all operational and HSE issues prior to spud-in the first location. The Contractor has to nominate the responsible key personnel as per statutory guideline (OMR) for necessary supervision and maintenance of all HSE requirements.

Note: Company at its discretion may prepare one Bridging Document/Agreement with the successful Bidder to comply statutory manpower requirements with respective responsibilities as per OMR/OISD before completion of mobilization.

6.8 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.

6.9 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, equipment & material, 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.

6.10 AMENDMENTS OF DRILLING AND COMPLETION PROGRAMME: It is agreed that Contractor shall carry out drilling, casing lowering, course corrections, wellhead/BOP testing, production testing, completions, abandonment, if any, and all other operations, in accordance with the well drilling and completion program 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.

6.11 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.

6.12 **WELL POLICY:** The depth data & drilling policy given in this document is tentative only. The depth, nature, area or all other factor may vary depending on the actual requirement and during the execution of the contract. The Contractor shall be bound to obey the 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 its employees nor its subcontractors are employees or agents of Company. 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 procedure/program, 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 the 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, if contractor requests shall 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, delivers to Company, the original history and log, book, properly signed along with all other data and records of every nature, relating to the drilling, casing and completion of the well. Such reports shall include the depth drilled formations encountered and penetrated, depth cored and footage of cores recovered, during the preceding twenty-four (24) hours, details of BHA in hole, details of drilling parameters maintained and any other pertinent information relating to the well

Contractor shall also provide to the Company –

- Daily drilling report on IADC proforma duly certified by Company's representative along with daily record-o-graph or drillometer chart.
- Gas testing records.
- Conditions of mud mixing facilities like guns, agitators etc.
- Daily report on P.O.L. consumption.
- Daily roster of contractor's personnel.
- Casing tally/Tubular tally details: After each job.
- Bit performance record: After completion of each well.
- 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.

- Attendance record of Contractor's personnel.

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 any one other than Company's Representative. This obligation of Contractor shall be in force even after the termination of the contract.

7.5 Contractor shall carryout normal maintenance of Company's items at well site excepting for those items which Contractor is not qualified to or cannot maintain or repair, with its normal complement of personnel and equipment.

7.6 Contractor should provide the list of items to be imported in the format specified in Proforma-A for issuance of recommendatory letter to Directorate General of Hydrocarbons (DGH), New Delhi for clearance of goods from Indian customs at concessional (nil) rate of customs duty.

7.7 Contractor shall arrange for inland transportation of all equipment, etc. from the port to the place of work and back at the end of the work at their own expense. Arrangement of Road Permits and payment of State 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 demobilization 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 recommendatory letter for obtaining rights of ingress to and egress from the locations, where wells are to be drilled, including any recommendations required for work permits or licenses to be obtained from concerned district authorities 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 person(s) such persons should be promptly removed from the list by the Contractor and replaced by acceptable persons. For any stoppage of operations for such delays, no day rate will be applicable.

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

9.1 Payment shall be made by the Company to the Contractor in line with clause no. 31.00, GCC, Section -I, Part-3.

9.2 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.

9.3 Invoice for reimbursable charges related to the contract will be accompanied by documents supporting the cost incurred.

9.4 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.

9.5 Payments of other invoices as set forth in Clause 9.3 shall be made within 60 days following the date of receipt of the invoices by Company.

10.0 LOSS OR DAMAGE TO HOLE:

a) OIL shall be liable for the cost of regaining control of any wild well, blowout, as well as the cost of removal of debris, and shall indemnify the Contractor.

In the event, any hole is lost or damaged by reason of wilful acts or Contractor's gross negligence or other legal fault, Contractors liability shall be limited either to drilling a new hole in the same location or vicinity to the depth at which the old hole was abandoned or at the selection of Company to re-drill the section of the hole to the reasonable satisfaction of Company at Contractor's cost.

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 the Contractor shall hold harmless and indemnify the Company from and against any expenses, loss or claim related to or resulting from such loss, damages or destruction.

b) If the Drilling Unit is declared to be a total loss and/or construed to be total loss, as determined by the applicable insurance coverage, this contract shall 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

10.2.1 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.

10.2.2 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.

10.2.3 **OIL'S EQUIPMENT:** Contractor assumes the risk of all 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.

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

10.2.5 **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.

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

a) Contractor shall assume all responsibility and liability for cleaning up and removal of pollution or contamination which originates above the surface from spills of fuels, lubricants, motor oils, pipe dope, paints, solvents and garbage wholly in Contractor's possession and control and/or directly associated with

Contractor's equipment and facilities, caused, and that originating from normal water base drilling fluid and drill cuttings.

b) Contractor shall assume all responsibility and liability for all other pollution or contamination, howsoever caused including control and removal of same, which may occur during the term of or arising out of this contract and shall indemnify Company from and against all claims, demands and causes of action of every kind and character arising from said pollution or contamination, including but not limited to that which may result from fire, blowout, crater, seepage or any other uncontrolled flow of oil, gas, water or other substance, as well as the use or disposal of oil base drilling fluids.

c) In the event a third party commits an act of omission which results in pollution or contamination for which either the Contractor or Company, by whom such party is performing work is held to be legally liable, the responsibility shall be considered as between Contractor and Company, regardless of the party for whom the job was performed and liability as set forth in (a) and (b) above would be specifically applied.

d) In the event effluent / waste pit provided by the Company, getting filled up in the normal course which can be prevented by Contractor, the same shall be emptied completely or partially by the Contractor using disposal pumps, to avoid overflow in the neighbouring areas or alternatively the Company will provide additional pits at its cost. In case pits so constructed have seepage from the walls of the pit or bund of the pit, Company will take remedial action to prevent the same at its cost.

11.0 RIGHTS AND PRIVILEGES OF COMPANY: Company shall be entitled –

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

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

11.3 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.

11.4 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.

11.5 To order suspension of operations while and whenever:
Contractor's personnel is deemed by company to be not satisfactory, or
Contractor's equipment does not conform to regulations or to the specifications laid down in the Contract.

Contractor's equipment turns into a danger to personnel on or around the rig or to the well, or

Contractor's insurance in connection with the operations hereunder is found by company not to conform to the requirements set forth in the contract.

Contractor fails to meet any of the provisions in the contract.

Any shortage in key/additional (compulsory) personnel and inadequacy of other personnel.

11.6 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.

12.0 EMERGENCY

12.1 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.

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

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.

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

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

DEFICIENCY:

A. In the event of the contractor failure to strictly adhere in providing the minimum requirements of key personnel as set out in Part-3 , Section II, Clause 7.9, K, the penalty shall be levied at the following rates.

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

c) Failure to provide Floorman/Roustabout/ Sample Catcher /Telephone Attendant	At the rate of 1% of the operating day rate for the period of non-availability of each personnel.
--	---

NOTE:

- 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.
- Beyond 5 days, the penalty will be levied at double the rates mentioned above for each day for non-availability of any key personnel.
- Contractor will be paid for zero rates if operation is suspended for non-availability of key personnel.

B. Failure to provide any associated services or break down of any related items/ equipment, Penalty will be levied at the rate of 5% of operating day rate per day for initial two (02) days. Beyond 2 days, the penalty rate will be double. (Prorate rates will be calculated for any part thereof). Company at its discretion may suspend operation at any point of time for the no availability of any such services during the contractual period and zero rates will be applicable during the period.

15.0 INTER-LOCATION RIG MOVE STANDARD

15.1 Rig movement for a distance up to thirty (35) kms. will be Ten (10) days. For more distance, the time allowed shall be in proportions of one (1) day for each 35 KM or part thereof.

15.2 Rig movement for cluster location on same plinth will be Four (4) days.

15.3 In case the shifting of camp site is necessary to another location, addition of 4 (four) days will be considered during inter-location movement period.

15.4 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.

15.5 The ILM charge shall be discounted by 5% for each day's delay beyond the standard, as stipulated in 15.1,15.2 and 15.3, of total cost for inter-location movement rate payable for that particular rig movement, when the rig move is delayed beyond the standard.

16.0 PREVENTION OF FIRE AND BLOWOUTS

Contractor shall maintain all well control equipment in good condition at all times and shall take all possible steps to control and prevent the fire and blowouts to protect the hole. The Contractor shall be responsible for taking all preventive and corrective measures for initial control of kick, inflow, fire and blowouts. After initial control of well, Contractor shall inform the Company's Representative about the well condition and finally well shall be killed after mutual discussion with Company's representative.

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.

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

18.0 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.

19.0 EFFLUENT PIT BUNDS

- i. Regular checks are to be made to ensure that there is 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 breaches.

20.0 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.

21.0 GENERAL HSE POINTS

a. 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.

b. Every person deployed by the Contractor in a mine must wear safety gadgets to be provided by the Contractor. The Contractor shall provide proper Personnel Protective Equipment as per the hazard identified and risk assessed for the job and conforming to statutory requirement and company PPE schedule. Safety appliances like protective footwear, Safety Helmet and Full Body harness has to be DGMS approved. Necessary supportive document shall have to be submitted as proof. If the Contractor fails to provide the safety items as mentioned above to the working personnel, the Contractor may apply to the Company (OIL) for providing the same. OIL will provide the safety items, if available. But in turn, OIL will recover the actual cost of the items by deducting from Contractor's Bill.

However, it will be the Contractor's sole responsibility to ensure that the persons engaged by him in the mines use the proper PPE while at work.
All the safety gears mentioned above are to be provided to the working personnel before commencement of the work.

c. The Contractor shall prepare written **Safe Operating Procedure** (SOP) for the work to be carried out, including an assessment of risk, wherever possible and safe methods to deal with it/them. The SOP should clearly state the risk arising to men, machineries & material from the mining operation / operations to be done by the contractor and how it is to be managed.

d. The Contractor shall provide a copy of the **SOP** to the person designated by the mine owner who shall be supervising the contractor's work.

e. Keep an up to date **SOP** and provide a copy of changes to a person designated by the Mine Owner/Agent/Manager.

f. The Contractor has to ensure that all work is carried out in accordance with the Statute and SOP and for the purpose he may deploy adequate qualified and competent personnel for the purpose of carrying out the job in a safe manner. For work of a specified scope/nature, he should develop and provide to the mine owner a site-specific code of practice in line.

g. All persons deployed by the Contractor for working in a mine must undergo Mines Vocational Training, initial medical examination, PME. They should be issued cards stating the name of the contractor and the work and its validity period, indicating status of MVT, IME & PME.

h. The Contractor shall submit to DGMS returns indicating – Name of his firm, Registration number, Name and address of person heading the firm, Nature of work, type of deployment of work persons, Number of work persons deployed, how many work persons hold VT Certificate, how many work persons undergone IME and type of medical coverage given to the work persons

i. The return shall be submitted quarterly (by 10th of April, July, October & January) for contracts of more than one year. However, for contracts of less than one year, returns shall be submitted monthly.

j. It will be entirely the responsibility of the Contractor/his Supervisor/representative to ensure strict adherence to all HSE measures and statutory rules during operation in OIL's installations and safety of workers engaged by him. The crew members will not refuse to follow any instruction given by company's Installation Manager / Safety Officer / Engineer / Official / Supervisor/Junior Engineer for safe operation.

k. Any compensation arising out of the job carried out by the Contractor whether related to pollution, Safety or Health will be paid by the Contractor only.

l. Any compensation arising, due to the accident of the Contractor's personnel while carrying out the job, will be payable by the Contractor.

m. The Contractor shall have to report all incidents including near miss to Installation Manager / Company Representative.

n. The Contractor has to keep a register of the persons employed by him/her. The Contractor's supervisor shall take and maintain attendance of his men every day for the work, punctually.

o. If the Company arranges any safety class / training for the working personnel at site (company employee, contractor worker, etc.) the Contractor will not have any objection to any such training.

p. The health check-up of Contractor's personnel is to be done by the Contractor in authorized Health Centers as per OIL's requirement & proof of such test(s) is to be submitted to OIL. The frequency of periodic medical examinations should be every five years for the employees below 45 years of age and every three years for employees of 45 years of age and above.

q. To arrange daily tool box meeting and regular site safety meetings and maintain records.

r. Records of daily attendance, accident report etc. are to be maintained in Form B, E, J (as per Mines Rules 1955) by the Contractor.

s. A Contractor employee must, while at work, take reasonable care for the health and safety of people who are at the employee's place of work and who may be affected by the employee's act or omissions at work.

t. A Contractor employee must, while at work, cooperate with his or her employer or other persons so far as is necessary to enable compliance with any requirement under the act or the regulations that is imposed in the interest of health, safety and welfare of the employee or any other person.

u. Contractor's arrangements for health and safety management shall be consistent with those for the mine owner.

v. In case Contractor is found non-compliant of HSE laws as required company will have the right for directing the contractor to take action to comply with the requirements, and for further non-compliance, the Contractor will be penalized prevailing relevant Acts/Rules/Regulations.

w. When there is a significant risk to health, environment or safety of a person or place arising because of a non-compliance of HSE Measures Company will have the right to direct the contractor to cease work until the non-compliance is corrected.

x. The Contractor should prevent the frequent change of his contractual employees as far as practicable.

y. The Contractor should frame a mutually agreed bridging document between OIL & the contractor with roles and responsibilities clearly defined.

z. For any HSE matters not specified in the contract document, the Contractor will abide the relevant and prevailing Acts/rules/regulations/ pertaining to Health, Safety and Environment.

22.0 HSE POLICY: The Contractor shall forward HSE policy to the Company along with the bid. On award of contract, the Contractor shall submit comprehensive HSE manual & procedure and HSE plan for approval of OIL.

23.0 EMERGENCY RESPONSE PLAN: The Contractor shall maintain Rig Specific Emergency Response Plan (ERP) for onsite. The Contractor shall also maintain Risk Register.

24.0 MOEF (Ministry of Environment & Forest) Guidelines:

Pre commissioning rig inspection, safety meeting tools box meetings, job safety analysis and audits shall be carried out to identify hidden/ potential hazards including risk register and ERP (Emergency Response Plan)

The successful Bidder shall take necessary measures to reduce noise levels at source at the drill sites by providing mitigation measures such as proper acoustic enclosure to the DG sets and meet the norms notified by MOEF. Height of all stacks / vents shall be provided as per CPCB guidelines. Noise meter should be available with the rig package.

To prevent well blowouts, during drilling operations, Blow out Preventer (BOP) system shall be installed. Blow out Preventer measures during drilling shall be focus on maintaining well bore hydrostatic pressure by proper pre well planning and drilling fluid logging etc.

The emissions of RSPM, SPM, SOX, NOX, and HC & VOC from DG sets shall conform to the standard prescribed by SPCB. Regular monitoring of Ambient Air of HC and VOC shall be carried out as per CPCB guideline. Stack height attached to DG sets shall be in-conformance with the environment protection acts and rules.

The overall noise level in and around the plinth areas shall be kept well with in the standards by providing noise control measures including acoustic hoods, silencers, enclosures etc. on all sources of noise generation. The ambient noise levels shall conform to the standards prescribed under EPA rules, 1989.

Note:

Wherever details have not been spelt out, all HSE (Health, Safety & Environment) matters should be guided in accordance with the provisions of relevant clauses of Mines Act 1952, EP (Environment Protection) Act 1986, Oil Mines Regulation 1984 & OISD standards and their subsequent amendments.

(END OF SECTION – III, PART - 3)

PART - 3

SECTION – IV

SCHEDULE OF RATES

DESCRIPTION & SCHEDULE OF RATES/CHARGES:

Bidders shall quote the following charges in their Commercial Bids (Price Bid) strictly as per the Price Bid Format provided vide Proforma- B which are elaborated hereunder in details. The Foreign Currency and Non-convertible Indian Rupees (INR) as applicable should be quoted separately.

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

In case the Rig Package is contemplated to be mobilized partly or fully from outside India then the break-up of the mobilization charges to 1st drilling location must be furnished separately.

NOTE:

Mobilization charges should include mobilization of equipment, materials and manpower for one (01) mobile Drilling Rig.

Mobilization charges should cover local and foreign costs to be incurred by the Contractor to mobilize Rig Package to the first drilling location.

The first drilling location will be in Jaisalmer/Bikaner District in Rajasthan State.

Mobilization charges “M” should not exceed 7.5% of Total Cost of Rig Operation for one (1) year.

2.0 DEMOBILIZATION CHARGES (LUMP SUM) (D)

Demobilization charges “D” should not be less than 6% of Total Cost of Rig Operation for one (1) year.

NOTE: Demobilization charges “D” should include demobilization of all equipment, materials and manpower attached to the Drilling Rig from the last location.

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) and during the following operations until the Rig is released for movement to the next location:

- Drilling.
- Coring.
- Tripping with Contractor’s drill pipes.
- Circulating drilling fluid.
- Fishing operation.
- Reaming, hole-conditioning, hole-opening.

- Making-up and breaking- down of drill pipes, collars, tubing and other tubular.
- Drilling out cement, float collar and shoe.
- Hermetical test with drill pipe in hole.
- Leak-off /FIT test.
- Pressure test of casing with drill pipe in hole.
- Repair of casing leakage.
- Production tests with Contractor's drill pipe.
- Any other operations with use of Contractor's drill pipes.
- Casing running in and cementation.
- Mixing or conditioning of mud with Contractor's drill pipe in the hole.
- Swabbing operations.
- Retrieving of casings.
- Cement cleaning/ Bridge plug milling.
- Running in of Liner Hanger.
- Any other operation as required for well completion.

4.0 STAND BY DAY RATE (Per 24 Hrs Day): (Not more than 90% of ODR) (SDR)

- Waiting on Cement (WOC).
- BOP Nipple-up and Nipple-down and its testing on casing after every 7 days (function test) and 21 days (pressure test).
- Well-head test.
- Rectification of well-head leakage.
- Hermetical testing without drill pipe in hole.
- Pressure testing of casing without drill pipe in hole.
- Assembling and de-assembling of BOP and well- head hook-up.
- Casing line slipping or cutting.
- Well logging and wire line operations (both open and cased hole)
- Mud loss control induced by poor workmanship of the Contractor personnel.
- Perforation of well.
- Production testing with Company's drill pipe or tubing.
- Installation of X-mass tree and wellhead fittings.
- Waiting on order by Company.
- 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.
- Well under observation during production testing.

5.0 REPAIR DAY RATE (Per 24 Hrs Day): (Not more than 60% of ODR) (RDR)

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

The Contractor shall be paid Repair Day Rate to a maximum of 30 cumulative hours per calendar month. Beyond the afore-said 30 hours, no Day Rate shall be

payable until operations are resumed, at which time the applicable rate shall again come into force.

This clause, however shall not be applicable for routine inspections/ lubrications and replacements works e.g. changing of swivel wash pipe packing, slipping or cutting of drill line, changing of pump valve assemblies, packing etc.

6.0 STACK DAY RATE (with skeleton crew): (Not more than 60% of ODR) (STR)

The Stack Day Rate (with minimum personnel for security purpose only) shall be payable if forward drilling plan/program is revised for non- availability of land in time or study/review of geological prospect etc. that may interrupt in between for a longer period of time resulting temporary suspension of drilling operation.

(During the period, the complete Rig Package will be idle and Contractor may carry out necessary maintenance jobs as per their requirement).

The Stack Day Rate shall be payable when the Drilling Unit and other Contractor's equipment are stacked as set out below:

- i) If the 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 the 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.

7.0 INTER LOCATION MOVE RATE

The ILM Rate shall be applicable in two parts depending on the distance between the two drilling locations, as mentioned below:-

a) Fixed Charge, FC (Lump-sum) per rig move up to 35 KM	(ILM1)
b) Fixed Charge, FC (Lump-sum) per rig move up to 35 km PLUS (+) c) Kilometer Charge in excess of 35 km	(ILM2)
d) Fixed Charge (Lump-sum) per rig move to cluster location	(ILM3)

Note: In case the distance for ILM between two locations exceeds 35 KM, then lump sum fixed charges as per “a” above for initial 35 KM will be payable and ILM charges for the remaining distance in excess of 35 KM will be calculated/ paid at the rate per KM as per “c” above.

Inter location movement (ILM) operation will start from the moment the Company releases the Drilling Unit for rig down at the existing location and the complete Rig Package with all materials are transferred to the forward location, the subsequent rig up is completed and the new well is spudded-in. Before spud-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 spud-in. The inter-location movement of Rig Package should be completed within the period as specified under Special Terms and Conditions.

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

No day rate under Para 3.0, 4.0, 5.0 & 6.0 hereof will be payable when Inter Location Move Rate is applicable.

**8.0 FORCE MAJEURE DAY RATE (Per 24 Hrs Day): (FMR)
(Not more than 50% of ODR)**

The Force Majeure Day Rate shall be payable during the first fifteen (15) days period of force majeure. No payment shall accrue to the Contractor beyond the first 15 days period unless mutually agreed upon. Either party will have the right to terminate the Contract if such “force majeure” conditions continue beyond 15 (fifteen) consecutive 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 15(fifteen) days force majeure period unless otherwise agreed to.

END OF SECTION – IV, Part - 3

PROFORMA-A**Tender No. : CJG-1890-P20**

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

Srl #	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 = CxD	F	G = F+E	H	I = G+H	J	K	L
1											
2											
3											
(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: _____

PRICE SCHEDULE FORMAT**TENDER No. : CJG1890P20****Currency Quoted : _____**

Srl. No.	Description of Item	Unit	QTY.	UNIT RATE	TOTAL AMOUNT
				(Pls specify Currency)	
A. OPERATING CHARGES :					
1	Mobilization Charge(M)	Lump-sum	01		
2	Demobilization Charge (D)	Lump-sum	01		
3	Operating Day Rate per 24 hours(ODR)	Day rate	450		
4	Standby Day Rate per 24 hours (SDR)	Day rate	150		
5	Repair Day Rate per 24 hours (RDR)	Day rate	10		
6	Force Majeure Day Rate per 24 hours (FMR)	Day rate	30		
7	Total Stack Day Rate(with skeleton crew) STR	Day Rate	30		
8	Inter-Location move charge up to 35 Km (ILM1)	Lump-sum	5		
9	Inter-Location move charge (Kilometre Charges in excess of 35 Km) (ILM2)	KM	2500		
10	Inter Location Movement in Cluster Location (ILM3)	Lump-sum	4		
B. FOOD/ACCOMODATION CHARGES : (IN EXCESS OF 25 OIL'S PERSONNEL)					
11	Bed Tea/Coffee with Biscuit	NO	400		
12	Break fast	NO.	400		
13	Lunch	NO.	600		
14	Evening tea with snacks	NO.	400		
15	Dinner	NO.	400		
16	Accommodations-Executives	NO.	200		
17	Accommodations-Non-Executives	NO.	200		

Estd. Total contract value for Two years inclusive of all charges, duties, levies etc, but, exclusive of GST = (A + B)

NOTE:

- i) The items mentioned in above clause are to be read in conjunction with Schedule of Rates in Section IV, Part-3.
- ii) The bidder has to quote for all the items. The Bids in which the rates for any part of the work are not quoted shall be rejected. However, if no charge is involved for any of the work, '**NIL/Free of Charge**' should be mentioned against such part of work.
- iii) The quantities indicated above are tentative requirement for two years and considered for evaluation purpose of bids/estimation of total contract value only. Payment shall, however, be made at actual use against which the unit rates have been asked for. No charges other than indicated above are payable.
- iv) All taxes, duties and levies excluding GST shall be borne by the Contractor. The quoted price shall be exclusive of GST. GST as applicable shall be on Company's account and as per GST Act. However, liability for payment of the GST in case of Indian Bidder and overseas Bidder having offices in India shall lie on the Contractor, else in case of Foreign Bidders, the liability shall lie on the Company. The quantum (%age) of GST as applicable against the contract must be indicated separately.
- v) Bidders are to declare the detailed information regarding the equipment, consumables etc. required to be imported in to India in connection with these operations in Proforma-A (enclosed) for estimating the customs duty.
- (vi) **Custom Duty:** The services under this Contract shall be carried out in PML/OALP areas of the Company and therefore, imports under this Contract is presently exempted from Customs Duty. Bidders should take note of the same while quoting. No customs duty is therefore considered for evaluation.
- vii) Bid evaluation will be carried out based on the sum total of prices quoted against item srl. Nos. 1 to 17.

Authorised Person's Signature: _____

Name: _____

Seal of the Bidder:

BID FORM

To
OIL INDIA LIMITED
For DGM-SERVICES
RAJASTHAN PROJECT
JODHPUR-342005

Sub: IFB No. CJG-1890-P20

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 10% of estimated annual contract value 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 _____

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

Tender No. : CJG-1890-P20

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

SECTION NO. (PAGE NO.)	CLAUSE NO. SUB-CLAUSE NO.	COMPLIANCE/ NON COMPLIANCE	REMARKS

(Authorised Signatory).

Name 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 highlighted as per format provided above and to be submitted as part of their Technical Bid. If the Proforma is left blank, then it would be presumed that the Bidder has not taken any exception/deviation to the terms and conditions of the bid document.

FORM OF BID SECURITY (BANK GUARANTEE)

Ref. No.

Bank Guarantee No.

TO
OIL INDIA LIMITED
For DGM-SERVICES
RAJASTHAN PROJECT
JODHPUR-342005

WHEREAS, (Name of Bidder) (herein after called "the Bidder") has submitted their Bid No. datedfor the provision of certain OILFIELD services (hereinafter called "the Bid") against OIL INDIA LIMITED, RAJASTHAN PROJECT, JODHPUR (hereinafter called the "Company")'s IFB No..... KNOW ALL MEN by these presents that we (Name of Bank) of (Name of country) having our registered office at (hereinafter called "the Bank") are bound unto the Company in the sum of (.....)* for which payment well and truly to be made to Company, the Bank binds itself, its successors and assignees by these presents.

SEALED with the common seal of the said Bank this Day of , 2016.

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws their bid during the period of bid validity specified by the Bidder;

Or

2. If the Bidder, having been notified of the acceptance of their bid by the Company during the period of bid validity:

- fails or refuses to execute the Form of Contract in accordance with the Instructions to Bidders in the tender documents, or

- fails or refuses to furnish the Performance Security in accordance with the Instructions to Bidders in the tender documents;

Or

3. If the Bidder furnishes fraudulent document/information in their bid

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

SIGNATURE AND SEAL OF THE GUARANTOR.....

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 denominated in the currency of the Company's country or an equivalent amount in a freely convertible currency.
 - The Date of Expiry of Bank Guarantee should be 210 days after the bid closing date as stated in the tender document

The details of the issuing bank and controlling bank are as under:

A. Issuing Bank

- 1. Full address of the bank:**
- 2. Email address of the bankers:**
- 3. Mobile nos. of the contact persons:**

B. Controlling Office

- 1. Address of the controlling office of the BG issuing banks:**
- 2. Name of the contact persons at the controlling office with their mobile nos. and email address:**

Signature & Seal of the Bank

FORM OF PERFORMANCE BANK GUARANTEE (UNCONDITIONAL)*

To:

(Name of Company)

(Address of Company)

WHEREAS (Name and address of Contractor) (herein after called “Contractor”) had undertaken, in pursuance of Contract No..... Dated to execute (Name of Contract and brief description of the work) (hereinafter called “the Contract”), AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a bank guarantee by a recognised bank for the sum specified therein as security for compliance with his 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 the Guarantor and responsible to you, on behalf of the Contractor, up to a total of (Amount of Guarantee)** (in words) such sum being payable in the type 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 the 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 modifications of the terms of the Contract or of 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 release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee is valid until the date (.....) **(calculated at **3 months** after Contract completion date).

SIGNATURE & SEAL OF THE GUARANTOR :.....

Name of Bank

:.....

Address :.....

.....

Date :.....

* Bidders are NOT required to complete this form while submitting the bid.

**An amount is to be inserted by the guarantor, representing the percentage of the Contract price specified in the Contract, and denominated either in the currency of the Contract or in a freely convertible currency acceptable to the Company as per para 29.0 of Part-1.

The details of the issuing bank and controlling bank are as under:

A. Issuing Bank

- 1. Full address of the bank:**
- 2. Email address of the bankers:**
- 3. Mobile nos. of the contact persons:**

B. Controlling Office

- 1. Address of the controlling office of the BG issuing banks:**
- 2. Name of the contact persons at the controlling office with their mobile nos. and email address:**

Signature & Seal of the Bank

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, Assam and Rajasthan Project Office at Jodhpur in the State of Rajasthan, hereinafter called the "Company" which expression unless repugnant to the context shall include executors, administrators and assignees on the one part, and M/s. _____ (Name and address of Contractor) hereinafter called the "Contractor" which expression unless repugnant to the context shall include executors, administrators and assignees on the other part,

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

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

WHEREAS, Company had issued a firm Letter of Award No. _____ dated _____ based on Offer No. _____ dated _____ submitted by the Contractor against Company's IFB No. _____. All these aforesaid documents shall be deemed to form and be read and construed as part of this agreement/contract. However, should there be any dispute arising out of interpretation of this contract in regard to the terms and conditions with those mentioned in Company's tender document and subsequent letters including the Letter of Award 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 Annexure attached herewith shall be deemed to form and be read and construed as part of this agreement viz.:

- (a) General Conditions of Contract, (Part-3, Section-I)
- (b) Scope of Work/Terms of Reference/Technical Specification, (Part-3, Section-II)
- (c) Special Conditions of Contract, (Part-3, Section-III)

- (d) Schedule of Services/Schedule of Rates, (Part-3, Section-IV)
- (e) Estimated CIF value of items at the time of import, (Proforma-A)
- (f) Price Bid Format, (Proforma-B)
- (g) Performance Security Form, (Proforma-F)
- (h) Agreement Form, (Proforma-G)
- (i) Format of Agreement between Bidder and Parent/Wholly owned Subsidiary Company(Attachment – I)
- (j) Parent Company/Subsidiary Company Guarantee (Attachment – II)
- (k) Format of Agreement between Bidder and Sister Subsidiary/Co-subsubsidiary Company and the Ultimate Parent/Holding Company of both the Bidder and Sister Subsidiary /Co-Subsidiary (Attachment –III)
- (l) General HSE Points (Appendix-A)
- (m) Procedure for obtaining Labour License under Contract Labour (R&A) Act, 1970 & Central Rules-1971 (Appendix-B)

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 Jodhpur, Rajasthan as of the date shown above.

Signed, Sealed and Delivered,

For and on behalf of
Company (Oil India Limited)

Name:

Status:

In presence of

1.

2.

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

Name:

Status:

In presence of

1.

2.

* Bidders are NOT required to complete this form.

PROFORMA LETTER OF AUTHORITY

TO

DGM (M&C)

Materials & Contracts Department

Oil India Ltd., Rajasthan Project

Jodhpur-342005

Rajasthan, India

Sir,

Sub: OIL's IFB No. CJG-1890-P20

We _____ confirm that Mr. _____ (Name and address) is 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

Date: _____

TO

DGM (M&C)

Materials & Contracts Department

Oil India Ltd., Rajasthan Project

Jodhpur-342005

Rajasthan, India

Sir,

Sub: OIL's e-Tender No. CJG-1890-P20

We hereby authorise Mr. /Ms. _____ (Name and address) to be present at the time of Pre-Bid Meeting / Un-priced Bid Opening / Price Bid Opening and for any subsequent correspondence / communication of the above Tender due on _____ 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.

RESPONSIBILITY MATRIX

PROFORMA-J

TENDER No. : CJG1890P20

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

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

hereunder by "X" mark in the appropriate column.					
Sl. No.	LIST OF ITEMS	At Expense of		Supplied by	
		Contractor	OIL	Contractor	OIL
I. EQUIPMENT :					
1.	Drilling Unit complete with safety, hoisting, rotating & maintenance equipment according to International standard & practice.	X		X	
2.	BOPs with attachments/accessories & spares.	X		X	
3.	Choke manifold, co-flexi hose, lines & connections.	X		X	
4.	Stabilizers & rotary substitute of all sizes.	X		X	
5.	All fishing tools & their spares.	X		X	
6.	Drill pipe, Drill Collar, HWDP, Casing & Tubing Handling Tools (Elevators, Slips, Pipe spinner, Power tongs etc.)	X		X	
7.	Welding Machine for normal operation with requisite electrodes inclusive of low hydrogen electrodes.	X		X	
8.	Production testing equipment.		X		X
9.	Casing line with spool & cradle (as specified in TOR/SOW.)	X		X	
10.	Base / Well-site camp complete in all respects i.e. furniture, fixture, entertainment facilities etc.	X		X	
11.	Top Drive System as described in SOW.	X		X	
12.	Office for OIL's personnel (Company man) at well-site complete in all respect.	X		X	
13.	Well Logging Unit with tools for open/cased hole logging operations.		X		X
14.	Vacuum/centrifuse type Degasser & spares for all.	X		X	
15.	Desander, Desilter, Shale Shaker & spares for all.	X		X	
16.	Mud cleaner & its spares.	X		X	
17.	Cellar pump & spares	X		X	
18.	Safety equipment including fire-fighting equipment	X		X	
19.	Casing scrappers/rotovert (9.5/8", 7" & 5.1/2").	X		X	
20.	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 trailers for ILM of Rig Pac.	X		X	
	c) Fork-lift/ Hydra	X		X	

Sl. No.	<u>LIST OF ITEMS</u>	At Expense of		Supplied by	
		Contractor	OIL	Contractor	OIL
	d) 40 Ton (min) crane	X		X	
	e) Truck to lift chemicals/cement		X		X
	f) Vehicle to lift bits & small well consumables		X		X
	g) Vehicle to lift casing, tubing, well head etc.		X		X
21.	Equipment required for supplying water as per Tender specification at drill-site and camp-site.	X		X	
22.	Equipment required for generating electricity at the well-site & camp-site.	X		X	
23.	Drill/Camp site & Rig lighting facilities.	X		X	
24.	Line pipes / chocksan joints / fittings etc.	X		X	
25.	Tubular for drill string other than casing & tubing.	X		X	
26.	Rig compressor (including auxiliary)	X		X	
27.	Mud making/loading facilities at drill site complete with reciprocating/centrifugal pumps , prime movers, hoppers, tanks etc.	X		X	
28.	Mud & water system inclusive of active, intermediate & storage tanks.	X		X	
29.	Casing line, winch line & all other wire lines/ropes.	X		X	
30.	All safety equipment (surface & sub-surface).	X		X	
31.	BOP control unit with control panels (2 nos.).	X		X	
32.	Well control accessories.	X		X	
33.	Drill pipe, Drill collar, HWDP, Drill pipe (2.7/8" OD).	X		X	
34.	Cross-over substitutes of all sizes.	X		X	
35.	Kelly with scabbard & clamp.	X		X	
36.	All size & capacity of elevators, slips, tongs, clamps, (manual & hydraulic).	X		X	
37.	Power casing tong with Operating Unit & Operator.	X		X	
38.	Pneumatic kelly spinner & pipe spinner.	X		X	
39.	Core head, core catcher, core barrel & all accessories		X		X
40.	Bit breaker, thread protector, nozzle gauge, nozzle plier & bit gauge.	X		X	
41.	Air winch (s).	X		X	
42.	Safety joints.	X		X	
43.	RCJB, overshot, spear, junk subs, fishing magnets, ditch magnets, impression blocks, junk mills etc.	X		X	
44.	String BOP & Cup Tester for 9.5/8", 7" & 5.1/2" csg.	X		X	
45.	Kill pump, kill tank, kill manifold, NRV for kill line, Accessories, all lines & valve connections.	X		X	
46.	Circulating heads of all sizes of casings & tubing.	X		X	
47.	Poor boy swivel	X		X	
48.	Mud basket, elevator links, rotary hoses.	X		X	
49.	Back pressure valves, Kelly for 2.7/8" drill pipe.	X		X	
50.	Mud Logging Unit with tools/equipment.		X		X
51.	Rig warehouse & workshop.	X		X	
52.	Complete set of tools & wrenches.	X		X	

Sl. No.	<u>LIST OF ITEMS</u>	At Expense of		Supplied by	
		Contractor	OIL	Contractor	OIL
53.	Riser, flow nipple/ flow branch.	X		X	
54.	Gauging water pump (reciprocating/centrifugal type)	X		X	
55.	WF Spool with valves & other accessories.		X		X
56.	X-Mas tree with all valves & connections.		X		X
57.	Hydraulic casing power tong & drill pipe spinner.	X		X	
58.	Cement Bulk Handling Plant.		X		X
59.	Drift recording instrument (Totco/Eastco).	X		X	
60.	All kind of mud agitators & mud gunning facilities.	X		X	
61.	MVT & flow fill indicator.	X		X	
62.	Cabin for mud attendant.	X		X	
63.	Emergency electricity Gen-set at well-site & camp.	X		X	
64.	Plug Tester of all sizes of casing.		X		X
65.	Store house, tool bin, tool rack etc.	X		X	
66.	All drilling instrument & recorder.	X		X	
67.	Kelly cock, kelly protector subs	X		X	
68.	Fishing equipment & spares other than those mentioned in Scope of Work/Terms of Reference.		X		X
69.	Air, water, electricity, fuel (HSD) and other POL.	X		X	
70.	All bunk houses at well site & camp site with all items/facilities as mentioned in this Tender.	X		X	
71.	Communication facilities at well/camp sites viz. V-set, intercom, mobile, satellite phone etc.	X	X	X	X
72.	Fire-fighting & safety equipment & tools.	X		X	
73.	Mud Testing Laboratory equipped with all testing equipment. Also required consumables during entire duration of the contract.		X		X
74.	Conversion kit for rig electrical power between 50 Hz & 60 Hz.	X		X	
75.	OIL's internal telephone.		X		X
76.	Equipment and services not heretofore designated but required by Contractor for normal operations.	X		X	
77.	Equipment not heretofore designated but necessary to fulfill OIL's instructions.		X		X
78.	Shut-in valves (drill pipe & tubing).	X		X	
79.	Potable/drinking water, industrial water for well-site & camp-site.	X		X	
80.	False conductor (30"/26" OD) pipe.		X		X
II. CONSUMABLES :					
1.	Fuel for Drilling Unit, all vehicles & entire Contractor's equipment including camp.	X		X	
2.	Grease, lube oil, cleaning solvent & for all Contractor's equipment including accumulator charging gases.	X		X	
3.	Casing thread lubricant & locking compound.		X		X
4.	Drill pipe thread lubricant.	X		X	
5.	Drill pipe wipers.	X		X	
6.	Drill 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	X	X	X	X

Sl. No.	<u>LIST OF ITEMS</u>	At Expense of		Supplied by	
		Contractor	OIL	Contractor	OIL
	charge on landed cost.				
7.	Stabilizers & spares.	X		X	
8.	Oil-well cement & cement additives.		X		X
9.	Mud chemicals & mud additives.		X		X
10.	Salt & chemicals for preparation of brine solution during production testing operation.		X		X
11.1	Welding consumables.	X		X	
11.2	Casing (all sizes) & tubing with all attachments.		X		X
11.3	All casing & tubing handling gears/equipment.	X		X	
12.	All BOP consumables including ring joint gaskets.	X		X	
13.	Spares for Drilling Unit & accessories.	X		X	
14.	Regular replacement of consumables of Contractor's equipment.	X		X	
15.	Maintaining adequate stock of consumables.	X		X	
16.	Consumables for computers/printers including stationary, ink, ribbon, floppies etc. Software should be upgraded as and when required.	X		X	
17.	HSD for oil spotting.		X	X	
18.	Casing centralizers, scratchers & stop rings		X		X
19.	Fishing equipment, spares as per the contract	X		X	
20.	Replacement of tools, equipment, services as & when necessary	X		X	
21.	Replacement of Contractor's transport fleet as & when necessary.	X		X	
22.	POL and spares for transport fleet as and when necessary.	X		X	
23.	All sizes of Mills (F/B & Junk).	X		X	
24.	First-aid facilities & medicines.	X		X	
25.	Food & Accommodation for all.	X		X	
26.	Materials required for upkeepment of health and hygiene of employees.	X		X	
27.	Materials required for control of pollution.	X		X	
28.	<u>Civil Engineering materials for</u> a) Camp maintenance.	X		X	
	b) Well site plinth maintenance		X		X
	c) Maintenance of approach road to site & camp.		X		X
29.	Replacement of electrical connections/fittings as & when necessary.	X		X	
30.	Spares & consumables for communication equipment.	X	X	X	X
31.	Replacement, spares & consumables for all fire-fighting tools & equipment.	X		X	
32.	Painting of mast & substructure as and when necessary as per color coding mentioned in SOW.	X		X	
33.	All sizes of drill bits as and when necessary.		X		X
34.	All kinds of chemical as and when necessary.		X		X

Sl. No.	<u>LIST OF ITEMS</u>	At Expense of		Supplied by	
		Contractor	OIL	Contractor	OIL
35.	Replacement, spares and consumables for solid control equipment.	X		X	
36.	Consumables not heretofore designated but required by Contractor in normal operation or needed for the maintenance of Bidder's equipment.	X		X	
37.	Consumables not heretofore spelt out but necessary to fulfill OIL's instructions.		X		X
38.	Water for drilling, production testing & drinking at drill-site & camp- site in sufficient quantity.	X		X	
39.	Grouting of False Conductor Pipe.	X	X		X
40.	Consumables and spares for Mud Laboratory.		X		X
41.	Casing Head Housing/Spool with accessories, SSA, seals, plastic packing & gun.		X		X
42.	Fuel, lube oil, grease, cleaning solvent etc. for OIL's designated equipment/jobs.		X	X	
III. SERVICES 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/materials attached with the Rig.	X		X	
5.	a) Of OIL (Based at camp.)		X		X
	b) Of Contractor.	X		X	
6.	Storing & handling of bits, consumables at well site.	X		X	
7.	a) Site preparation (levelling, foundation, effluent pit, cellar/waste pits, approach road according to the general Rig lay-out diagram).		X		X
	b) Maintenance of well-site plinth and well-site / camp-site approach road.		X		X
	c) Maintenance of camp site.	X		X	
	d) Storage facility for bit, chemicals and other consumables at well-site.	X		X	
8.	Communication system (as specified in the tender).	X	X	X	X
9.	Cement & cementing services.		X		X
10.	Water for drilling, cementing and production testing.	X		X	
11.	Mud services facilities.		X		X

Sl. No.	<u>LIST OF ITEMS</u>	At Expense of		Supplied by	
		Contractor	OIL	Contractor	OIL
12.	Installation of well head and control	X		X	
13.	Transportation of Company's consumables for inter-location movement.	X		X	
14.	Welding operations & materials.	X		X	
15.	Running in of casing / tubing.	X		X	
16.	Medical facilities at well site.	X		X	
17.	Bulk handling plant services.		X		X
18.	a) Geologist at site.		X		X
	b) Collection of drill cuttings & coring samples etc.	X		X	
19.	NDT inspection of drill string & handling gears after completion of each 6 (six) months throughout the duration of the contract.	X		X	
20.	Other inspection required by Company in excess of contractual inspection.		X	X	
21.	Furnish adequate roadway to location and the right of way.		X		X
22.	Well head installation (BOP, Production & other equipment).	X		X	
23.	Crane services at well-site & approach road.	X		X	
24.	a) All drilling tools, equipment and services.	X		X	
	b) All other tools, equipment and services necessary for operation.	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 a maximum of 25 persons per day.	X		X	
	b) Additional person over 25 persons per day.		X	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 practice	X		X	
30.	Pressure test of BOP, well-head, casing integrity, formation integrity etc. testing services.	X		X	
31.	Well site servicing of casing & tubing.	X		X	
32.	Maintenance of Contractors equipment.	X		X	
33.	Well killing services.	X		X	
34.	Services for deletion of faulty equipment.	X		X	
35.	Fishing recovery services.	X		X	
36.	Production testing services (wellhead	X	X		X

Sl. No.	<u>LIST OF ITEMS</u>	At Expense of		Supplied by	
		Contractor	OIL	Contractor	OIL
	fitting/equipment shall be provided by OIL & well site services shall be provided by Contractor).				
37.	Waste disposal management & Effluent treatment 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.	Wire Line & Mud Logging services.		X		X
42.	Entertainment services at camp.	X		X	
43.	BOP & BOP Control Unit maintenance services.	X		X	
44.	Catering & Laundry services.	X		X	
45.	Coring & core plugging services.		X		X
46.	Medical & ambulance services.	X		X	
47.	Grouting of false conductor & all pressure lines.	X		X	
48.	Fire fighting services.	X		X	
49.	Security & Sanitation services.	X		X	
50.	Construction of shed/ramp etc. for mud & additives.	X		X	
51.	Various work sheet drawing, calculation dimensions as mentioned.	X		X	
52.	Services not heretofore 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 (Dependin g on type of job	X
54	All expenditure for Contractor's persons including inward and outward journey from well site.	X		X	

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 substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section: 2 - Commitments of the Bidder/Contractor

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

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

2. The Bidder/Contractor will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications,

certifications, Subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

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

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

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

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

If the Bidder, before contract award has committed a transgression through a violation of Section 2 or in any other form such as to put his reliability or 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.

Section 4 - Compensation for Damages

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

Section 5 - Previous transgression

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

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

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

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

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

Section: 8 - External Independent Monitor/Monitors

(Three in number depending on the size of the contract)

(To be decided by the Chairperson of the Principal)

1. The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.
3. The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality.
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
6. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.

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

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

Section: 9 - Pact Duration

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

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

Section:10 - Other provisions

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

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

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

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

.....

.....

For the Principal :

For the Bidder/Contractor:

Witness 1:

Witness 2:

Place. JODHPUR.

Date

NAME OF INDEPENDENT EXTERNAL MONITOR:

- i. SHRIRAJIV MATHUR, IPS(Retd)
Former Director, IB, Govt. of India
E-mail : rajivmathur23@gmail.com
- ii. SHRI SATYANANDA MISHRA, IAS(Retd.)
Former Chief Information Commissioner of India &
Ex-Secretary, DOPT, Govt. of India
E-Mail ID : satyanandamishra@hotmail.com
- iii. Shri Jagmohan Garg,
Ex Vigilance Commissioner, CVC
E-Mail ID: jagmohan.garg@gmail.com

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 Crores / US\$ Million*	NET WORTH In INR Crores / US \$ Million *

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

Place :

Date:

Seal:

Membership No ..

Registration Code:

Signature :

[* Applicable only for GLOBAL tenders.]

**FORMAT OF AGREEMENT BETWEEN BIDDER AND THEIR PARENT COMPANY / WHOLLY OWNED
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 severely
responsible to OIL for satisfactory execution of the contract.
5. However, the Bidder shall have the overall responsibility of satisfactory execution of the contract
awarded by OIL.

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.

M/s.

Witness:

Witness:

1)

1)

2)

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, and having an office, amongst others, at Kakinada, Andhra Pradesh, and Jodhpur, Rajasthan, 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 / **Wholly Owned 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.
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.
4. 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.
5. 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.

6. 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.
7. The Guarantor represents and confirms that the Guarantor has the legal capacity, power and authority to issue this Guarantee and that giving of this Guarantee and the performance and observations of the obligations hereunder do not contravene any existing laws.
For & on behalf of (Parent Company/Subsidiary Company (Delete whichever not applicable))

M/s _____

Witness:

1. Signature _____
Full Name _____
Address _____

Signature _____
Name _____
Designation _____

Common seal of the Company _____

Witness:

2. Signature _____
Full Name _____
Address _____

INSTRUCTIONS FOR FURNISHING PARENT/SUBSIDIARY COMPANY GUARANTEE

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

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

FORMAT OF AGREEMENT BETWEEN BIDDER THEIR SISTER SUBSIDIARY/CO-SUBSIDIARY COMPANY AND THE ULTIMATE PARENT/HOLDING COMPANY OF BOTH THE BIDDER AND THE SISTER SUBSIDIARY/CO-SUBSIDIARY (Strike out whichever is not applicable between Ultimate Parent and Holding Company. Similarly strike out whichever is not applicable between Sister Subsidiary and Co-subsidiary Company)
(TO BE EXECUTED ON STAMP PAPER OF REQUISITE VALUE AND NOTORISED)

This agreement made this ____ day of ____ month ____ year by and between M/s. _____ (Fill in Bidder's full name, constitution and registered office address) hereinafter referred to as "Bidder" of the first part and M/s. _____ (Fill in full name, constitution and registered office address of Sister Subsidiary/Co-subsidiary Company of the Bidder) herein after referred to as "Sister Subsidiary/ Co-subsidiary" of the second part and M/s. _____ (Fill in the full name, constitution and registered office address of the Ultimate Parent/Holding Companies of both the subsidiaries) hereinafter referred to as "Ultimate Parent/ Holding Company" of the third part.

WHEREAS

M/s. Oil India Limited (hereinafter referred to as OIL) has invited offers vide their tender No. _____ for _____ and M/s. _____ (Bidder) intends to bid against the said tender and desires to have a technical support of M/s. _____ (Sister Subsidiary/Co-subsidiary Company) and Sister Subsidiary/Co-subsidiary Company represents that they have gone through and understood the requirements of subject tender and are capable and committed to provide the services as required by the Bidder for successful execution of the contract, if awarded to the Bidder.

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

1. M/s. _____ (Bidder) will submit an offer to OIL for the full scope of work as envisaged in the tender document.
2. M/s. _____ (Sister Subsidiary/Co-subsidiary Company) undertakes to provide technical support and expertise and expert manpower, material, if any, to support the Bidder to discharge its obligations as per the Scope of work of the tender / Contract for which offer has been made by the Bidder.
3. This agreement will remain valid till validity of Bidder's offer to OIL including extension if any and also till satisfactory performance of the contract in the event the bid is accepted and contract is awarded by OIL to the Bidder.
4. Sister Subsidiary/ Co-subsidiary Company unconditionally agrees that in case of award of contract to the Bidder, if the Bidder is unable to execute the contract, they shall, immediately on receipt of notice by OIL, take up the job without any demur or objection, in continuation without loss of time and without any extra cost to OIL and duly perform the obligations of the Bidder/Contractor to the satisfaction of OIL.
5. The Ultimate Parent/Holding Company also confirms and undertakes that the commitment made by the Sister Subsidiary/ Co-subsidiary company in providing the technical support and technical expertise and expert manpower to support the Bidder for execution of the contract are honoured.
6. The Ultimate Parent/Holding Company also takes full responsibility in getting the contract executed through the Sister subsidiary/ Co-subsidiary company in case the Bidder/Contractor is unable to execute the contract.
7. In witness whereof the parties hereto have executed this agreement on the date mentioned above.

For and on behalf of
(Bidder)

For and on behalf of
(Sister Subsidiary /
Co-subsidiary)

For and on behalf of
(Ultimate Parent / Holding
Company)

M/s.
Witness
1)
2)

M/s.
Witness
1)
2)

M/s.
Witness
1)
2)

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

GENERAL HSE POINTS

1.0 It will be solely the Contractor's responsibility to fulfil all the legal formalities with respect in the Health, Safety & Environmental aspects of the entire job (namely, the persons 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-Contractors.

2.0 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 the Company PPE schedule. Safety appliances like protect 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.

3.0 The Contractor shall prepare written Safe Operating Procedure (SOP) for the work to be carried out, including as assessment of risk, wherever possible and safe methods to deal with it/them. The SOP should clearly state the risk arising to men, machineries and materials from the mining operation/operations to be done by the Contractor and how it is to be managed.

4.0 The Contractor shall provide a copy of SOP to the person designated the Mine Owner who shall be supervising the Contractor's work.

5.0 Keep an up to date SOP and provide a copy to changes to a person designed by the Mine Owner/Agent/Manager

6.0 The 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

7.0 All persons deployed by the Contractor for working in 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.

8.0 The Contractor shall submit to DGMS indicating – name of his firm Registration Number, name & Address of person heading the firm, nature of work, type of deployment of work persons, No. 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.

9.0 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.

10.0 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 the Company's Installation Manager/Safety Officer/Engineer/Official/Supervisor/Junior Engineer for safe operation.

11.0 Any compensation arising out of the job carried out by the Contractor whether related to pollution, Safety or Health will be paid by the Contractor only.

12.0 Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the Contractor.

13.0 The Contractor shall have to report all incidents including near miss to installation manager/Departmental Representative of concerned department of OIL.

14.0 The Contractor has to keep a register of the persons employed by him/her. The Contractor's supervisor shall take and main attendance of his men every day for the work, punctuality.

15.0 If the Company arranges any safety class/training for the working personnel at site (Company employees, Contractor worker etc.) the Contractor will not have any objection to any such training.

16.0 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.

17.0 To arrange daily tool box meeting and regular site safety meeting and maintain records.

18.0 Records of daily attendance, accident report etc. are to be maintained in Form B,E,J (as per Mines Rules 1955) by the Contractor

19.0 A Contractor employee must, while at work, take reasonable care for the health and safety of people who are all the employee's place of work and who may be affected by the employee's act or omissions at work.

20.0 A Contractor employee must, while at work, co-operate 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.

21.0 Contractor's arrangements for health for health and safety management shall be consistent with those for the mine owner.

22.0 In case Contractor is found non-compliant of HSE laws as required the Company will have the right for directing the Contractor to take action comply with the requirements, and for further non-compliance, the Contractor

23.0 When there is a significant risk to health, environment or safety of a persons or pace arising because of a non-compliance of HSE measure the Company will have the right to direct the Contractor to cease work until the non-compliance is corrected.

24.0 The Contractor should prevent the frequent change of his contractual employees as far as practicable.

25.0 The Contractor should frame a mutually agreed bridging document between OIL and the Contractor with roles and responsibilities clearly defined.

26.0 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.

Procedure for obtaining Labour License under Contract Labour (R&A) Act, 1970 & Central Rules-1971

Every Contractor to whom this Act applies shall execute any work through Contract Labour only after obtaining valid license from Licensing Officer. To obtain license contractor is required to submit:

- i) Application in Form IV in triplicate duly filled (Name of the Proprietor/Partner or the Directors/Responsible person in case of firm/company, complete postal address including Pin Code number, Telephone Number, Fax Number & E-mail address, if any), correct details of PE and work to be executed etc. correctly against all columns;
- ii) In case contractor is registered under the Companies Act and applicant is other than Director then he should be holding valid Power of Attorney.
- iii) Original Form-V issued by PE
- iv) Demand Draft for license fees and security deposit payable in favour of Regional Labour Commissioner (Central), Ajmer along with duly filled central challan (in TR-6) duly signed by applicant in quadruplicate for each demand draft;
- v) Copy of Work Order;
- vi) Copy of Partnership Deed and in case of Company, the application should be accompanied with Memorandum of Association/Article of Association;

Note: 1. Application form complete in all respect shall be either personally delivered to the Licensing Officer or can be sent by Registered A.D. Post.

2. Contractors, may intimate Dy. Chief Labour Commissioner (Central), Ajmer for expediting/suitable action if they do not receive license nor any communication within a week.

3. Contractors are not required to visit office of Licensing Officer unnecessarily for obtaining license until and unless they have been specifically advised to appear in person. Appearance of contractors in the office of licensing officer for obtaining license by persuasion will be viewed seriously.

ANNEXURE -X

Provisions for procurement of Services pertaining to Oil & Gas business activities covered under Purchase preference Policy (linked with Local Content) (PP-LC).

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 Mo&PNG

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.
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%**.
- 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. _____."

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 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.

2.3 At the bidding stage the bidder shall provide Break-up of "Local Component" and "Imported Component" in the prescribed format enclosed as Enclosure – III of the policy document of the policy and shall be uploaded by the bidders along with their price bid in the e-procurement portal.

3. Eligible (techno-commercially qualified) LC bidder shall be granted a purchase preference to 10% i.e. where the evaluated price is within 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.

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 (Techno- Commercial Acceptable) 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.

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.

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

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).

4. 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.

5. 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 Mo&PNG vide letter No. O-27011/44/2015-ONG-II/FP dated 25.04.2017.

6. 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.

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

8.0 Determination of LC

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.

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.

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.

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.

9.0 Calculation of LC and Reporting

9.1 LC shall be calculated on the basis of verifiable data. In the case of data used in the calculation of LC verifiable, the value of LC of the said component shall be treated as nil.

9.2 Formats for the calculation of LC of services may be seen at Enclosure-III of the policy document.

10.0 Certification and Verification

10.1 Bidder seeking Purchase Preference under the policy, shall be obliged to verify the LC of goods as follows :

10.1.2 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 2.3.

- (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.2.1, 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 2.2.

10.1.3 After Contract Award

- a) In the case of procurement cases with the value less than INR. 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.

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.

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.

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.

10.5 OIL shall have the authority to audit as well as witness production processes to certify the achievement of the requisite local content.

11 Sanctions

11.1 OIL shall impose sanction on bidder not fulfilling LC of goods/services in accordance with the value mentioned in certificate of LC.

11.2 The sanctions may be in the form of written warning, financial penalty and blacklisting.

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.

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.

11.4.1 In pursuance of the clause No.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 Enclosure B) equivalent to the amount of PBG.

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

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

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

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

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

9. Notwithstanding anything contained herein above, 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

Attorney as per power of
Attorney No. _____
Dated _____

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

Formats for calculation of Local Content in Goods/Services/EPC Contracts:

SERVICE:: (As per Enclosure III of PP-LC Policy)

CALCULATION OF LOCAL CONTENT- SERVICE

NAME OF SUPPLIER OF GOODS/PROVIDER OF SERVICE			Cost Summary				
			Domestic	Imported Rs./Foreign Currency (To be specified by the service provider)	Total	LC	
						%	Rs./Foreign Currency (To be specified by the service provider)
			a	b	c = a+b	d = a/c	e = cxd
A	Cost component						
	I. Material used cost	Rs./Foreign Currency					
	II. Personnel & Consultant cost	Rs./Foreign Currency					
	III. Other services cost	Rs./Foreign Currency					
	IV. Total cost (I to IV)	Rs./Foreign Currency					
B	Taxes and Duties	Rs./Foreign Currency					
C	Total quoted price	Rs./Foreign Currency					

Note:

$$\% \text{ LC Service} = \frac{\text{Total cost (A.IV.c)} - \text{Total imported component cost (A.IV.b)}}{\text{Total Cost (A.IV.c)}} \times 100$$

$$\% \text{ LC Service} = \frac{\text{Total domestic component cost (A.IV.a)}}{\text{Total Cost (A.IV.c)}} \times 100$$

As regards cases where currency quoted by the bidder is other than Indian Rupee, exchange rate prevailing on the date of notice inviting tender (NIT) shall be considered for the calculation of Local Content. *(Applicable only for Foreign Purchase / Global Tenders)*

FORMAT OF UNDERTAKING BY BIDDERS TOWARDS SUBMISSION OF AUTHENTIC
INFORMATION/DOCUMENTS

(To be typed on the letter head of the bidder)

Ref. No. _____

ANNEXURE-XI

Date _____

Sub: Undertaking of authenticity of information/documents submitted

Ref: Your tender No. CJG-1890-P20

Dated _____

To,
The CGM-Services(RP)
Materials & Contracts Deptt,
OIL, Rajasthan Project, Jodhpur

Sir,

With reference to our quotation against your above-referred tender, we hereby undertake that no fraudulent information/documents have been submitted by us.

We take full responsibility for the submission of authentic information/documents against the above cited bid.

We also agree that, during any stage of the tender/contract agreement, in case any of the information/documents submitted by us are found to be false/forged/fraudulent, OIL has right to reject our bid at any stage including forfeiture of our EMD and/or PBG and/or cancel the award of contract and/or carry out any other penal action on us, as deemed fit.

Yours faithfully,
For (type name of the firm here)

Signature of Authorised Signatory

Name :

Designation :

Phone No.

Place :

Date :

(Affix Seal of the Organization here, if applicable)

FORM OF PERFORMANCE BANK GUARANTEE

To

**M/s OIL INDIA LIMITED (OIL)
RAJASTHAN PROJECT
JODHPUR , RAJASTHAN - 342005**

WHEREAS (Name and address of Contractor) (hereinafter called "Contractor", which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) had undertaken, in pursuance of Contract No. to execute -----(Brief Description of the Work)(hereinafter called "the Contract").

Further, M/s (Name of the ultimate parent) having its

registered/head office at is the **"Ultimate Parent"** of

"Supporting Company" M/s.....(Name of the supporting company with address)/M/s.....(Name of the Contractor with address, in case experience is taken from the ultimate parent) (hereinafter referred to as the 'SUPPORTING COMPANY'/ **"ULTIMATE PARENT"**, which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees). Based on the experience/technical strength of the **"Supporting Company"/ "Ultimate Parent"** (whichever is applicable), the CONTRACTOR has qualified for award of contract and has agreed to provide complete technical and other support to the CONTRACTOR for successful completion of the contract as mentioned above, entered between OIL and the CONTRACTOR and OIL having agreed that the **"ULTIMATE PARENT"**, shall furnish to OIL a performance guarantee for Indian Rupees/US\$ towards providing complete technical and other support to the CONTRACTOR for successful completion of the contract as mentioned above,

AND WHEREAS we have agreed to give the **"ULTIMATE PARENT"**, such a Bank Guarantee; NOW THEREFORE we hereby affirm that we are Guarantors on behalf of the **"ULTIMATE PARENT"**, 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 / **ULTIMATE PARENT** 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, Jodhpur Branch, IFS CODE - UTIB0000057; SWIFT CODE: AXISINBB057.

Branch Address - Axis Bank Ltd, Prince Tower, Near Jaljog Circle, Residency Road, Jodhpur - 342003.

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.

--END OF TENDER DOCUMENT--