

OIL INDIA LIMITED
D.NO.11-4-7; 3RD FLOOR,
NOKALAMMA TEMPLE STREET,
RAMARAOPET, KAKINADA-533004,
ANDHRA PRADESH, INDIA
kgbasin@oilindia.in
www.oil-india.com
Fax No. 0884-2352383

Tender No. / IFB No. CEG9611L19

Tender No. /IFB No.**CEG9611L19** for Hiring of 1400HP (Min) Service Rig Package with Crew has been addressed to the following parties:

i) M/s. Essar Oilfield Services India Limited

The interested parties, other than the above who meet the 'Qualifying criteria' as indicated in the Tender may also apply for issue of Tender documents. Such application must reach Project office at Kakinada on or before **20.11.2018**. The application must be complete in all respects and the same should accompany all the requisite documents as indicated in Bid Evaluation Criteria (BEC)/Bid Rejection Criteria (BRC) failing which the application will be considered as rejected.

Late application and any delay by post/courier will not be entertained.



ऑयल इंडिया लिमिटेड
(भारत सरकार का उद्योग) पंजीकृत कार्यालय: दुर्गापुर, असम
Oil India Limited
(A Government of India Enterprise) Registered Office: Duliajan, Assam

KG Basin Project

#Door No.11-4-7,
Nookalamma Temple Street,
Ramaraopeta
KAKINADA-533004 A.P.
Phone (O) 0884-2302176
FAX: 91-884-2352383
Email: kgbasin@oilindia.in

GLOBAL NOTICE INVITING TENDERS

FORWARDING LETTER

i) M/s. Essar Oilfield Services India Limited

Dear Sirs,

Subject: Tender No. **CEG9611L19** for Hiring of Service Rig Package (1400 HP Minimum) with Crew

1.0 OIL INDIA LIMITED (OIL), 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.

2.0 In connection with its exploration operations, OIL's KG Basin Project invites International Competitive Bids (ICB) from shortlisted Contractors through OIL's e-procurement site for providing subject services. One complete set of Bid Document covering OIL's IFB for hiring of above services is uploaded in OIL's e-procurement portal and Govt. 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)	Tender No.	CEG9611L19
(ii)	Type of Bid	Single Stage-Two Bid System
(iii)	Techno-commercial Bid Closing Date & Time	As per Online Tender
(iv)	Techno-commercial Bid Opening Date & Time	As per Online Tender
(v)	Price Bid Opening Date & Time	Will be intimated to the eligible bidder(s) nearer the time

(vi)	Bid Submission Mode	Bids must be uploaded online in OIL's E-procurement portal
(vii)	Bid Opening Place	Office of Chief General Manager (KGB & BEP), Oil India Limited D.NO.11-4-7; 3rd Floor Nokalamma Temple Street Ramaraopet, Kakinada-533004 , Andhra Pradesh, India
(viii)	Bid Validity	120 days from date of closing of techno commercial bid
(ix)	Bid Security Amount	INR 56,95,320.00 or USD 76,970.00
(x)	Bid Security Validity	150 days from date of closing of techno commercial bid
(xi)	Mobilization Time	Within 2 months from the date of award of LOA
(xii)	Amount of Performance Guarantee	10% of the total estimated Contract value
(xiii)	Validity of Performance Security	3(three) months beyond the date of completion of the Contract
(xiv)	Duration of the Contract	6 (six) months with a provision for extension up to another 6 (six) months at same rates, terms and conditions at OIL's option.
(xv)	Quantum of Liquidated Damage for Default in Timely Mobilization	1 /2% of estimated total Contract value for delay per week or part thereof subject to maximum of 7.5%
(xvi)	Integrity Pact	Must be digitally signed and uploaded alongwith Techno-Commercial Bid
(xvii)	Bids to be addressed to	Chief General Manager (KGB & BEP), Oil India Limited D.NO.11-4-7;3rd Floor Nokalamma Temple Street Ramaraopet, Kakinada-533004 Andhra Pradesh, India

3.0 This Tender has been restricted to the below mention short-listed party on limited tender basis: a) M/s. Essar Oilfield Services India Ltd (for offered LR3 / LR4 Rigs only).

3.1 The above bidder has been short-listed by Company through Expression of Interest (EOI). However, other interested Service Providers, who can meet the "Qualifying Criteria" as indicated under the Bid Rejection Criteria (BRC)/ Bid Evaluation Criteria (BEC) as per PART-2 of Tender may also apply for participation against this Tender. Such applications complete in all respect (including all the requisite documents) must reach the office of CGM (KGB&BEP) at Kakinada on or

before **20.11.2018**. Bidders applied for must ensure that the application is complete in all respect and the same should accompany all the requisite documents as indicated in PART-2 herein i.e., Bid Rejection Criteria (BRC)/ Bid Evaluation Criteria (BEC), except the bid security (which shall be submitted while bidding, if qualified), failing which the application will be considered as incomplete/rejected and the party will not be permitted to participate against the Tender. Late application will not be entertained. Company shall not be responsible for any postal delay/transit loss. Timely delivery of the Application complete with requisite documents shall be the sole responsibility of the Applicant.

3.2 Tender Document will not be issued physically by Company. The interested Vendors who are not short-listed through EOI as mentioned in para 3.0 above, should submit their applications together with relevant documents to establish their credential in terms of BRC/BEC as mentioned in para 3.1 above, to the Chief General Manager (KGB&BEP), Oil India Limited, KG Basin project, Kakinada (email: kgbasin@oilindia.in) showing full address (clearly indicating their e-mail ID), between **01.11.2018** and **20.11.2018**. On receipt of application & requisite documentary evidences as above, if found acceptable will be allowed to participate in the tender through OIL's e-Procurement portal along with the other vendors/bidders short-listed earlier.

3.3 Bidders are requested to visit the area of operation prior to bidding to make themselves fully aware of and understand the topography, job involvement and logistics including environmental issues etc.

4.0 **INTEGRITY PACT :**

The Integrity Pact must be uploaded in OIL's E-procurement portal along with the Techno-commercial 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 Digital Signature Certificate comes in a pair of Signing/verification and Encryption/decryption certificate. Bidder should have both the Signing/verification and Encryption/Decryption certificate for Signing and encryption, decryption purpose respectively. The driver needs to be installed once, without which the DSC will not be recognized. While participating on e-Tendering the DSC token should be connected to system.

5.3 Encryption certificate is mandatorily required for submission of bid. In case bidder created response with one certificate (using encryption key) and bidder

changes his Digital Signature Certificate later on then old certificate [Used for encryption] is required in order to decrypt his encrypted response for getting the EDIT mode of the response. Once decryption is done, bidder may use new DSC certificate for uploading and submission of their offer. It is the sole responsibility of the bidder to keep their DSC certificate properly. In case of loss of the certificate, OIL INDIA LTD is not responsible.

5.4 Bidders must have a valid User Id to access OIL e-Procurement site for submission of bid. Bidders, who do not have a user id, can click on **Guest** login button in the E-portal to view and download the available open tenders. **The detailed guidelines are available in OIL's e-procurement site (Help Documentation).** For any clarification in this regard, bidders may contact E-Tender Support Cell at Duliajan at erp_mm@oilindia.in, Ph.: + 91 374 2807171.

6.0 **IMPORTANT NOTES:**

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 sealed envelope superscribed with OIL's IFB No. and Bid Closing date to Chief General Manager(KGB&BEP), KG Basin Project, Oil India Limited, D.No.11-4-7; 3rd Floor, Nokalamma Temple Street, Ramaraopet, Kakinada-533004, India:

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

The above documents including the Original bid security must be received at OIL's office of the Chief General Manager(KGB&BEP) on or before the techno-commercial bid opening date and time. A scanned copy of the Bid Security shall also be uploaded by the bidder along with their Techno-commercial Bid in OIL's E-procurement site.

ii) Bid should be submitted online in OIL's E-procurement site up to 11.00 AM (IST) (Server Time) on the date as mentioned and will be opened on the same day at 3.00 PM (IST) at the office of the Chief General Manager(KGB&BEP) in presence of the authorized representatives of the bidders.

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

iv) The tender is invited under **SINGLE STAGE-TWO BID SYSTEM**. The bidders shall have to submit both the "TECHNICAL" and "PRICED" bids through electronic form in the OIL's e-Procurement portal within the techno-commercial Bid Closing Date and Time stipulated in the e-Tender portal. The Techno-commercial Bid should be as per Scope of Work & Technical Specifications along with all technical related documents related to the tender and the same is to be uploaded in the **RFx Information-> Technical Attachments tab only. Bidders to note that no price**

details should be uploaded in Technical Attachments tab. Details of prices as per Price Bid format/priced bid to be uploaded under “Notes and Attachments” tab. Offer not complying with above submission procedure will be rejected as per Clause 1.0 of Bid Rejection Criteria.

Please do refer “NEW INSTRUCTION TO BIDDER FOR SUBMISSION” for the above two points and also please refer “New Vendor Manual (effective 12.04.2017) ” available in the login Page of the OIL’s E-tender Portal.

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

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

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

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

7.0 MSEs 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.

7.1 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 regard and request for bid closing date extension on that plea shall not be entertained by Company.

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

Thanking you,

Yours faithfully,
OIL INDIA LIMITED

-sd/
(A. Baruah)
Sr. Manager Materials
for General Manager (C&P)
for CHIEF GENERAL MANAGER (KGB&BEP)

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) An “Invitation for Bids” highlighting the following points:
 - (i) Company’s Tender No.
 - (ii) Bid closing date and time
 - (ii) Bid opening date, time and place
 - (iii) Bid submission place
 - (iv) Bid opening place
 - (vi) The amount of Bid Security with validity
 - (vii) The amount of Performance Guarantee with validity
 - (viii) Quantum of liquidated damages for default in timely mobilizations
- (b) Instructions to Bidders, (Part-1)
- (c) Bid Evaluation Criteria/Bid Rejection Criteria, (Part-2)
- (d) General Conditions of Contract, (PART 3, Section-I)
- (e) Terms of Reference/Technical Specification/ Scope of Work, (Section-II)
- (f) Special Conditions of Contract, (Section-III)
- (g) Schedule of Rates, (Section-IV)
- (h) Integrity Pact Proforma, (Annexure-I)
- (i) Responsibility Matrix (Annexure II)
- (j) Activity wise applicability (Annexure II A)
- (k) Proforma for bio data of key personnel (Annexure III)
- (l) Details of electrical machine used in Service Rig (Annexure IV)
- (m) Details of all cables, light fittings, push button stations, plug & sockets, junction boxes, motors, starters etc. to be used in the offered rig (Annexure V)
- (n) Proforma undertaking from contractor’s personnel (Annexure VI)
- (o) Estimated CIF value of items at the time of import, (Proforma-A)
- (p) Price Schedule Format, (Proforma-B)
- (q) Information in this price bid proforma, required in case, OIL wants to utilise the items/services (Proforma-B1)
- (r) Manpower services (Proforma-B2)
- (s) Bid Form, (Proforma-C)
- (t) Certificate of Compliance with respect to BRC, (Proforma-D)
- (u) Statement of Non-Compliance (except BRC), (Proforma-E)
- (v) Bid Security Form, (Proforma-F)
- (w) Performance Security Form, (Proforma-G)
- (x) Contract Form, (Proforma-H)
- (y) Proforma of Letter of Authority, (Proforma-I)
- (z) Authorization for Attending Bid Opening, (Proforma-J)
- (aa) Format of agreement between bidder and their parent company (Attachment-I)
- (bb) Parent company/ subsidiary company guarantee (Attachment-II)

(cc) 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 (Attachment-III).

- 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 offers 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-Portal 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 external area "Amendments" folder) 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 notarized English translated version, which shall govern for the purpose of bid interpretation.

In case bidder is providing any document in language other than English, then bidder will also provide the English translated documents of the same. Translated documents must be signed by authorized personnel in Department of Foreign Affairs of the documents' country of origin and the same shall be duly certified by Indian Embassy there.

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

Bidders shall indicate in their bids their detailed postal address including the Fax/Telephone / Cell Phone Nos. and E-mail address. Similar information shall also be provided in respect of their authorized 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:

(I) TECHNICAL BID (to be uploaded in technical Attachments Tab) shall comprise of following:

i	Complete technical details of the services and equipment specifications with catalogue, etc.
ii	Documentary evidence established in accordance with clause 10.0
iii	Statement of compliance with respect to BRC as per Proforma-D
iv	Statement of Non-compliance (except BRC) as per Proforma-E showing the list of deviations taken by the bidder except for the conditions under BRC
v	Bid Security (scanned) in accordance with clause 11.0 hereunder, Hard copy shall reach OIL on or before Techno-Commercial Bid Closing Date and time.
vi	Proforma-A: List of items to be imported without the CIF values
vii	Copy of Priced bid without indicating prices (Proforma-B,B1&B2)
viii	Copy of Bid Form without indicating Prices (Proforma-C)
ix	Integrity Pact digitally signed by OIL's competent personnel as Annexure-I attached to the bid document to be digitally signed by the Bidder.

Note: Please note that, price should not be mentioned in the “Technical Attachments” tab.

(II) PRICED BID shall comprise of the following:

Bidder shall quote their prices in the following Proforma and shall upload the same in the OIL's E-Portal in the “Notes & Attachments” Tab::

i	Price Schedule Format, [Proforma-B, Proforma-B1, Proforma B2]
ii	Bid Form as per Proforma-C
iii	Proforma-A showing the items to be imported with the CIF values. The Priced Bid shall contain the prices along with the currency quoted and any other commercial information pertaining to the service offered.

7.0 BID FORM: The bidder shall complete the Bid Form and the appropriate Price Schedule furnished in their Bid.

8.0 BID PRICE:

8.1 Prices must be quoted by the Bidders online as per the price bid format available in OIL's E- Tender Portal in “Notes & Attachment” Tab.

8.2 Price 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 basic customs duty which will be borne by the Company, if applicable) and taxes (excluding GST) including Corporate Income Tax, Personal Tax, etc. and other Cess/levies payable by the successful bidder under the Contract for which this Bid Document is being issued, shall be included in the rates, prices and total Bid Price submitted by the bidder, and the evaluation and comparison of bids shall be made accordingly. For example, personal taxes and/or any corporate taxes arising out of the profits on the contract as per rules of the country shall be borne by the bidder.

9.0 CURRENCIES OF BID AND PAYMENT:

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

10.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS: These are listed in **Bid Evaluation Criteria/Bid Rejection Criteria (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.
- 11.2 All the bids must be accompanied by Bid Security for the amount as mentioned in the Forwarding Letter or an equivalent amount in other freely convertible currency. The Bid Security in original shall be submitted in a separate envelope as prescribed in Clause 15.1 below and shall be in any one of the following forms:
- a) A Bank Guarantee or irrevocable Letter of Credit in the prescribed format, vide Proforma-F. Bank Guarantee/LC issued from any of the following Banks only will be accepted:
 - i) 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
 - ii) 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
 - iii) 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.

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

b) A Cashier's cheque or Demand Draft drawn on 'Oil India Limited' valid for 90 days from the date of issue and payable at Kakinada.

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 nonjudicial stamp paper of requisite value, as per Indian Stamp Act, purchased in the name of the Banker.

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

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

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

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

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

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

11.9 The Bid Security may be forfeited 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) It is established that the bidder has submitted fraudulent documents or has indulged into corrupt and fraudulent practice, the bid security shall be forfeited after due process in addition to other action against the bidder.

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

11.11 The scanned copy of the original Bid Security in the form of either Bank Guarantee or LC must be uploaded by bidder along with the Technical bid in the "Technical Attachment" of OIL's E-portal. The Original Bid Security shall be submitted by the bidder to the office of Chief General Manager (KGB&BEP), KG Basin Project, Oil India Limited, D.No.11-4- 7; 3rd Floor, Nookalamma Temple Street, Ramaraopeta, Kakinada-533004, Andhra

Pradesh, India in a sealed envelope which must reach the above address on or before the Techno-commercial Bid Opening date and Time failing which the bid shall be rejected.

- 11.12 A bid shall be rejected straightway if Original Bid Security is not received within the stipulated date & time mentioned in the Tender and/or if the Bid Security validity is shorter than the validity indicated in Tender and/or if the Bid Security amount is lesser than the amount indicated in the Tender.

12.0 EXEMPTION FROM SUBMISSION OF BID SECURITY:

- 12.1 Central Govt. offices and Central Public Sector undertakings are exempted from submitting Bid Security.
- 12.2 If the bidder is a Micro or Small Enterprises (MSE) registered with District Industry Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME, then they are also exempted from submitting Bid Security. Bidding MSEs shall have to submit a Copy of valid Registration Certificate clearly indicating the monetary limit, if any and the items for which bidder are registered with any of the aforesaid agencies. In case bidding MSE is owned by Schedule Caste or Schedule Tribe entrepreneur, valid documentary evidence issued by the agency who has registered the bidder as MSE owned by SC/ST entrepreneur should also be enclosed.

13.0 PERIOD OF VALIDITY OF BIDS:

- 13.1 Bids shall remain **valid for 120** days after the date of bid opening prescribed by the Company. **Bids of shorter validity will be rejected as being nonresponsive.** 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 Opening 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 FORMAT AND SIGNING OF BID:

- 14.1 Bids are to be submitted online through OIL's E-procurement portal with digital signature. The bid and all attached documents should be digitally signed by the bidder using "Class 3" digital certificates with Organizations Name [e-commerce application (Certificate with personal verification and Organisation Name)] as per Indian IT Act 2000 obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India before bid is uploaded. Digital Signature Certificates having "Organization Name" field other than Bidder's Name are not acceptable. However, aforesaid Digital

Signature Certificates having Bidder's Name in the "Organization Name" field are acceptable.

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

If any modifications are made to a document after attaching digital signature, the digital signature shall again be attached to such documents before uploading the same. The Power of Attorney in original 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.

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-I) shall be indicated by written Power of Attorney accompanying the Bid.

14.2 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. Any physical documents submitted by bidders shall contain no interlineations, white fluid erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such correction shall be initialed by the person or persons who has/have digitally signed the Bid.

14.3 Any Bid, which is incomplete, ambiguous, or not in compliance with the Bidding process will be rejected.

C. BID SUBMISSION/ EVALUATION

15.0 SUBMISSION OF BIDS:

15.1 The tender is invited **under single stage - Two bid system**. Bidder shall submit the Technical bid and Priced bid along with all the Annexures and Proforma (wherever applicable) and copies of documents in electronic form through OIL's e-procurement portal within the Bid Closing Date & Time stipulated in the e-tender. For submission of Bids online at OIL's E-Tender Portal, detailed instructions is available in "**User Manual**" available in OIL's E-Tender Portal. Guidelines for bid submission are also provided in the "Forwarding Letter". The Technical Bid is to be submitted as per Terms of Reference/Technical Specifications of the bid document and Priced Bid as per the Price Schedule. The Technical Bid should be uploaded in the "**Technical**

Attachment” Tab page only. Prices to be quoted as per Proforma-B/B1/B2 should be uploaded as Attachment just in the attachment link under “Notes & Attachments” Tab under General Data in the e-portal. No price should be given in the **“Technical Attachment”**, otherwise bid shall be rejected. The priced bid should not be submitted in physical form and which shall not be considered. However, the following documents shall necessarily be submitted in physical form in sealed envelope superscribing the “IFB No., Brief Description of services and Bid Closing / Opening date & Time along with the bidder’s name and shall be addressed to Chief General Manager(KGB&BEP), KG Basin Project, Oil India Limited, D.No.11-4-7; 3rd Floor, Nookalamma Temple Street, Ramaraopeta, Kakinada- 533004, Andhra Pradesh, India as indicated in the IFB:

- (i) The Original Bid Security along with 2(two) copies.
- (ii) Power of Attorney for signing of the bid digitally
- (iii) Any other document required to be submitted in original as per bid document requirement.
- (iv) Printed catalogue and literature if called for in the bid document.

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

- 15.2 All the conditions of the Contract to be made with the successful bidder are given in various Sections of the Bid Document. Bidders are requested to state their non-compliance to each clause as per Proforma –E of the bid document and the same shall be uploaded along with the Techno-commercial 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 shall 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 failing which bid shall be rejected. 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 the Bid Opening date & Time 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 and submitted in system before the closing date and time of the bid. The documents in physical form if received by the Company after the deadline for submission prescribed by the Company shall be rejected and shall be returned to the Bidders in unopened condition immediately.

19.0 MODIFICATION AND WITHDRAWAL OF BIDS:

- 19.1 The Bidder after submission of Bid may modify or withdraw its Bid by written notice prior to Bid Closing Date & Time.
- 19.2 No Bid can be modified or withdrawn subsequent to the deadline for submission of Bids.
- 19.3 No Bid can be withdrawn in the interval between the deadline for submission of Bids and the expiry of the period of Bid Validity specified by the Bidder on the Bid Form. Withdrawal of a Bid during this interval shall result in the Bidder's forfeiture of its Bid Security and bidder shall also be debarred from participation in future tenders of OIL.

20.0 EXTENSION OF BID SUBMISSION DATE:

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

21.0 BID OPENING AND EVALUATION:

- 21.1 Company will open the Bids, including submission made pursuant to clause 19.0, in the presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Forwarding Letter. However, an authorization letter (as per Proforma-J) 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 Company shall prepare, for its own records, minutes of bid opening including the information disclosed to those present in accordance with the sub-clause 21.4.
- 21.6 Normally no clarifications shall be sought from the Bidders. However, for assisting in the evaluation of the bids especially on the issues where the Bidder confirms compliance in the evaluation and contradiction exists on the same issues due to lack of required supporting documents in the Bid (i.e. document is deficient or missing), or due to some statement at other place of the Bid (i.e. reconfirmation of confirmation) or vice versa, clarifications may be sought by OIL. In all the above situations, the Bidder will not be allowed to change the basic structure of the Bid already submitted by them and no change in the price or substance of the Bid shall be sought, offered or permitted.
- 21.7 Prior to the detailed evaluation, Company will determine the substantial responsiveness of each bid to the requirement of the Bid Documents. For purpose of these paragraphs, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bid Document without material deviations or reservation. A material deviation or reservation is one which affects in any way substantial way the scope, quality, or performance of work, or which limits in any substantial way, in-consistent way with the Bid Documents, the Company's right or the bidder's obligations under the contract, and the rectification of which deviation or reservation would affect unfairly the competitive position of other bidders presenting substantial responsive bids. The Company's determination of Bid's responsiveness is to

be based on the contents of the Bid itself without recourse to extrinsic evidence.

- 21.8 A Bid determined as not substantially responsive will be rejected by the Company and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
- 21.9 The Company may waive minor informality or nonconformity or irregularity in a Bid, which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.
- 21.10 The Company shall perform Technical evaluation of the responsive bid(s) on the basis of **Section II 'Terms of Reference and Technical Specifications'** and **Part-2 'Bid Rejection Criteria/Bid Evaluation Criteria'**. Pursuant to Clause 21.0, the Company shall determine the successful Techno-commercial bid(s) for Price Bid opening.

22.0 OPENING OF PRICED BIDS:

- 22.1 The Company will open the Priced Bids of the technically qualified Bidders on a specific date in presence of representatives of the interested qualified bidders. 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 (CC rate) declared by State Bank of India on the day prior to price bid opening will be taken into account for conversion of foreign currency into Indian Rupees. Where the time lag between the opening of the price bids and final decision exceeds three months, the rate of exchange declared by State Bank of India on the date prior to the date of final decision will be adopted for conversion.

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

- 24.1 **DISCOUNTS / REBATES:** Unconditional discounts/rebates, if any, given in the bid or along with the bid will be considered for evaluation.
- 24.2 Post bid or conditional discounts/rebates offered by any bidder shall not be considered for evaluation of bids. However, if the lowest bidder happens to

be the final acceptable bidder for award of contract, and if they have offered any discounts/rebates, the contract shall be awarded after taking into account such discounts/rebates.

- 24.3 **LOADING OF FOREIGN EXCHANGE:** There would be no loading of foreign exchange for deciding the inter-se-ranking of domestic bidders.
- 24.4 **EXCHANGE RATE RISK:** Since Indian bidders are now permitted to quote in any currency and also receive payments in that currency, Company will not be compensating for any exchange rate fluctuations in respect of the services.
- 24.5 **REPATRIATION OF RUPEE COST:** In respect of foreign parties rupee payments made on the basis of the accepted rupee component of their bid, would not be repatriable by them. A condition to this effect would be incorporated by the Company in the contract.

25.0 CONTACTING THE COMPANY:

- 25.1 Except as otherwise provided in Clause 21.0 above, no Bidder shall contact Company on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded except as required by Company vide sub-clause 21.6.
- 25.2 An effort by a Bidder to influence the Company in the Company's bid evaluation, bid comparison or Contract award decisions may result in the rejection of their bid.

D. AWARD OF CONTRACT

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

- 27.0 COMPANY'S RIGHT TO ACCEPT OR REJECT ANY BID:** Company reserve 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 Email (to be confirmed in writing by registered / couriered letter) that its Bid has been accepted.
- 28.2 The notification of award will constitute the formation of the Contract.
- 28.3 Upon the successful Bidder's furnishing of Performance Security pursuant to Clause 29.0 below, the Company will promptly notify each un-successful Bidder and will discharge their Bid Security, pursuant to Clause 11.0 hereinabove.

29.0 PERFORMANCE SECURITY:

29.1 On receipt of notification of award from the Company, the successful Bidder shall furnish to Company the Performance Security for an amount specified in the Forwarding Letter (and Letter of Award (LOA) issued by Company to Contractor awarding the contract) as per Proforma-G or in any other format acceptable to the Company and must be in the form of a Demand Draft or Bank Guarantee or irrevocable Letter of Credit (LC) from:

- a) Any schedule Indian Bank or Any Branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in case of domestic bidder, or
- b) In case of foreign bidder, the bank guarantee can be accepted from any scheduled bank in India or from International bank who has its branch in India registered with Reserve Bank of India.
- c) Any foreign Bank which is not a Scheduled Bank in India, provided the Bank Guarantee issued by such Bank is counter-guaranteed by any Branch situated in India of any Scheduled Bank incorporated in India.
- d) Bank Guarantee issued by a Scheduled Bank in India at the request of some other Non-Schedule Bank of India shall not be acceptable.

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., Email address.

The domestic bidders will have to submit the Bank Guarantee from any of the scheduled banks and on non-judicial stamp paper of requisite value as per the Indian Stamp Act, purchased in the name of the issuing banker.

The foreign bidder will submit the Bank Guarantee from Banks of Indian origin situated in their country. In case no such bank of Indian origin is situated in their country, the Bank Guarantee may be submitted from the bankers as specified above.

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

29.2 The Performance Security specified above must be valid for 3 (three) months beyond the Contract duration. 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 shall 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 fulfill its obligations under the Contract.

29.4 The Performance Security will not accrue any interest during its period of validity or extended validity.

- 29.5 Failure of the successful Bidder to comply with the requirements of Clause 29.0 and/or 30.0 shall constitute sufficient grounds for annulment of the award and forfeiture of the Bid Security or Performance Security. In such an eventuality, the party shall be debarred for a period of 2 (two) years from the date of default.

30.0 SIGNING OF CONTRACT:

- 30.1 At the same time as the Company notifies the successful Bidder that its Bid has been accepted, the Company will either call the successful Bidder for signing of the agreement or send the Contract Form provided in the Bid Documents, along with the General 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 within the period specified above or any other time period specified by Company, the Company reserves the right to terminate the LOA issued to the successful Bidder and invoke the Bid Security or the Performance Security if submitted by the successful Bidder. The party shall also be debarred for a period of 2(two) years from the date of default.

31.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENTS:

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

- 32.0 CREDIT FACILITY:** Bidders shall 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 mobilization 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. However, any mobilization advance shall be given in two phases – 50% of mobilization charges before shipment of materials, equipment & tools etc. and rest 50% after the shipment is completed.
- 33.2 Advance payment agreed to by the Company shall be paid only against submission of an acceptable bank guarantee whose value shall 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 mobilization and the same may be invoked in the event of Contractor's failure to mobilize as per agreement.

- 33.3 In the event of any extension to the mobilization 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 Company shall be entering into an Integrity Pact with the Bidders as per format enclosed vide Annexure-I of the Bid Document, which has been digitally signed by competent authority of OIL. The Integrity Pact must be submitted with the Techno-commercial Bid duly signed by the same signatory who signed the Bid i.e. who is duly authorized to sign the Bid. Any Bid not accompanied by the Integrity Pact duly signed by the bidder 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 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 Company has appointed the following personnel as Independent External Monitors(IEM) to oversee implementation of Integrity Pact in Company: at the following addresses:

- a) SHRI SATYANANDA MISHRA, IAS(Retd.),
E-Mail: satyanandamishra@hotmail.com
- b) SHRI RAJIV MATHUR, IPS(Retd.),
E-Mail: rajivmathur23@gmail.com
- c) SHRI JAGMOHAN GARG, EX-VIGILANCE COMMISSIONER, CVC
E-Mail : jagmohan.garg@gmail.com

Bidders may contact the Independent Monitors for any matter related to the Tender.

- 35.0 **SITE VISIT:** The Bidder, at the Bidder's own cost, responsibility and risk is encouraged to visit and examine the site of work and its surroundings, understand the logistics and obtain all information that may be necessary for preparing the Bid and entering into a Contract for the required services/work.

The Contractor shall be deemed prior to Pre-bid Conference (if applicable) & submitting their Bid to have:

- a) Inspected and examined the Site and its surroundings and carried out such surveys as it considers necessary;
- b) Satisfied itself as to the nature of the work and materials necessary for the execution of the Works;
- c) Satisfied itself as to the circumstances at the Site, including, without limitation, the ground and sub-soil, the form and nature of the Site and the climate and hydrological conditions of the Site;

- d) Satisfied itself as to the means of communication with and access to & through the Site, the accommodation it may require and the precautions and the times and methods of working;
- e) Obtained for itself all necessary information as to the risks, contingencies and all other circumstances, which may influence or affect the Contract price and its obligations under the Contract;
- f) Satisfied itself with all the Indian as well as local conditions, factors and legislation which may have any effect on the execution of the work covered under the Bid Document;
- g) Ascertained the general labour position at the Site and have understood the cost associated with engagement of the labours.

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 LOCAL CONDITIONS: It is imperative for each Bidder to fully inform 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 Bid Document. The bidders shall be deemed prior to submitting their bids to have satisfied themselves of the all aspects covering the nature of the work as stipulated in the Tender 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.

END OF PART-I

PART – 2

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

BID REJECTION CRITERIA (BRC)

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

- 1.0 Bids shall be submitted under single stage two Bid systems i.e. Techno-commercial Bid and Priced Bid. Bids not conforming to this system as per Clause No. 15.0 of PART-1 shall be rejected outright.
- 2.0 Bidder shall offer firm prices. Price quoted by the successful bidder must remain firm during the execution of the Contract and not subject to variation on any account.
- 3.0 Bids with shorter validity will be rejected as being non-responsive.
- 4.0 Bid Security shall be uploaded as a part of the Techno-commercial Bid in OIL's E-portal. The original Bid Security shall be submitted by bidder to the office of Chief General Manager (KGB&BEP), OIL INDIA LIMITED, KAKINADA, India in a sealed envelope and must reach office of the Chief General Manager(KGB&BEP), Kakinada before the Techno-commercial Bid Opening date and Time. The amount of Bid Security and its validity shall be as specified in the Bid Document. Any Bid not accompanied by a proper Bid Security will be rejected.
- 5.0 The Integrity Pact must be uploaded in OIL's E-Procurement portal along with the Technical Bid digitally signed by the same signatory who digitally signed the Bid i.e. who is duly authorized to sign the Bid. If any bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid will be rejected.
- 6.0 Conditional offers will not be considered and will be rejected.
- 7.0 Bids received through the e-procurement portal shall only be accepted. Bids received in any other form shall not be accepted.
- 8.0 The bid documents are not transferable. Offers made by bidders who have not been issued Tender document/User ID/ Password from the Company will be rejected.
- 9.0 Bidders must quote clearly and strictly in accordance with the price schedule outlined in "Price Bid Format" of Bid Document; otherwise the Bid will be summarily rejected.
- 10.0 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.

11.0 Bidder must accept and comply with the following clauses as given in the Bid Document in toto failing which bid will be rejected.

- (i) Bid Security Clause
- (ii) Performance Guarantee Clause
- (iii) Force Majeure Clause
- (iv) Tax Liabilities Clause
- (v) Arbitration Clause
- (vi) Acceptance of Jurisdiction and Applicable Law
- (vii) Liquidated damage and penalty clause
- (viii) Safety, Environment & Labour Law
- (ix) Termination Clause
- (x) Integrity Pact

12. Any Bid containing false statement or false information or misleading information will be rejected.

13. The Bids and all uploaded documents must be digitally signed using Class 3 digital certificate [e-commerce application (Certificate with personal verification and Organization name)] as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India [except copies of the documents required in physical form] should invariably be submitted in the 'Technical Attachment Tab' through OIL's e-bidding portal, before the scheduled date and time for the tender closing. **All the documents uploaded shall be digitally signed by the authorized signatory of the bidder.**

However, the following documents (in original) should necessarily be submitted in physical form, in a sealed envelope

- ✓ **The original bid security.**
- ✓ **The power of attorney or authorization, or any other document consisting of adequate proof of the ability of the signatory to bind the bidder, in original.**

A notarized true copy of the "Power of Attorney" shall also be accepted in lieu of the original, if the power of attorney is a general "Power of Attorney". However, photocopy of such notarized true copy shall not be accepted.

Bidder should ensure to submit original documents in accordance with the bidding documents.

The price bids submitted in physical form against e-procurement tenders shall not be given any cognizance.

BID EVALUATION CRITERIA (BEC)

The bidder must meet the following evaluation criteria failing which the offer shall be rejected:

1.0 SERVICE RIG

1.1 The bidder shall be in possession of the rig offered 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 rigs at the time of submission of bid with documentary proof thereof, confirming availability of the rig for this Contract.
- ii) In case owner of the rig himself is the bidder, the certificate confirming availability of the rig for this Contract, shall be furnished by owner himself.
- iii) In case of leased rig/ 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. Techno-commercial 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 as applicable. The above MOU/ Agreement must be valid through 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 the Contract and any extension thereof.
- iv) Bidder may identify more than one rig against tender requirement, giving complete technical details for evaluation along with copy of MOU/ Agreement for this Tender. Bidders will have to mobilize the rig out of these identified rigs, which are found acceptable to the Company.
- v) Bidder would not be allowed to substitute the rig once offered by them in their bid during the period of bid validity. If more than one rig is offered by a bidder, all the rigs would be techno-commercially evaluated. The bidder can mobilize any one of the rigs found techno-commercially acceptable by the Company but the name of the rig to be mobilized by the bidder would have to be furnished by them within 15 days of issue of letter of award.
- vi) Offers with identified 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 one day 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 The horsepower rating of the rig offered shall be minimum 1400 HP. Further, the rig offered shall be as per API standard. The detail of the rig is given in Section-II in Bid Document. Bidders must confirm compliance of the same.
- 1.3 The Service Rig unit offered shall have a residual life of minimum 5(years) as on the bid closing date of the Tender. The bidder's declaration on the present condition of the offered Service Rig unit and its residual life along with a certificate issued by an internationally reputed inspection and certification agency listed in Para 1.4 below to this effect shall be submitted. The certificate shall clearly indicate the residual life broadly of the mast and substructure, choke and kill manifold all engines, draw-works, rotating system, hoisting system, mud pumps, tackle system, BOPs, service engine and pump.

In case offer is made for a brand new rig the certificate for residual life is not necessary.

- 1.4 The inspection and certification shall be done by any of the following inspection agency for inspection of the rig and the cost of the third party inspection will be borne by the bidder.
 - (a) DNV
 - (b) ABS
 - (c) BV
 - (d) LLOYDS
 - (e) Oilfield Audit Services Inc (OAS)
 - (f) MODUSPEC
- 1.5 The rig shall be capable of fulfilling "Scope of Work" and conforming to the technical specification as laid down in the bid document.
- 1.6 Bidders who have been penalized 7.5% of their contract value by OIL in the form of Liquidated Damage due to their failure for timely mobilization of the drilling rig shall not be considered. Further bidder having collaboration/JV agreement with Party(ies), who have been debarred by OIL/penalised @7.5% of contract value by OIL due to default in mobilisation will be straightway rejected.

2.0 EXPERIENCE

- 2.1 The bidder shall have experience of providing Rig package services with its own in-house rigs or with leased rig and must fulfill the following criteria:
 - a) Corporate experience in providing the Work-over / Service Rig Package Services with in-house/leased rigs to E&P companies for last 5(Five) years reckoned from the date of issue of Original tender.
 - b) Experience of Work-over/Testing of at least 03 (three) nos. of Oil & Gas wells

using 10M BOP stack with bottom hole temperatures 300 F or more, in last 5(Five) years reckoned from the date of issue of Original tender.

- c) The key rig personnel (Toolpusher and above) should have minimum experience of 02 (two) High Pressure High Temperature well testing / work-over operations with sour gas handling experience, using 10M BOP stack and bottom hole temperatures exceeding 300 F, within last 10 (Ten) years.
 - d) Should have Health, Safety, Security and Environment Management System and sound track record.
 - e) The average annual turnover in last three accounting years should be minimum Rs.14.11 Crore (USD 1.92 million). Net worth of bidder should be positive for preceding financial/accounting year.
 - f) Should be in a position to mobilise the Rig at site within 2 months of award of contract (Tentatively rig required at site by January 2019).
- 2.2 Details of experience and past performance of the bidder or its technical collaborator and of the consortium partners, on works/ jobs done of 'Similar Nature' as indicated below are to be submitted along with the un-priced bid, in support of experience laid down at Para 2.1 above:

“Similar nature” means providing the Work-over / Service Rig / Drilling Rig Package Services with crews

- 2.3 In case, the bidder is a consortium of companies, the following requirement shall be satisfied by the bidder:
- (a) The leader of consortium shall satisfy the experiences criteria of Clause 2.1 (a) to (d) above. However, any one of the consortium members individually shall have to meet the financial turnover criteria as mentioned in Clause 2.1(e) above. The other members of consortium should meet minimum 25% turnover requirement.
 - (b) The Leader of consortium shall confirm unconditional acceptance of full responsibility of executing the 'Scope of Work' of this bid document. This confirmation shall be submitted along with the un-priced bid.
 - (c) All the members of consortium must undertake in their MOU that each party shall be jointly and severally liable to the Company for any and all obligations and responsibilities arising out of this Contract.
 - (d) MOU/ Agreement concluded by the bidder with consortium partners, shall 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 Contract period. In the MoU, the leader of the consortium shall confirm unconditional acceptance of full responsibility of executing the 'Scope of Work'.

- (e) Only the Leader of the consortium shall buy the bid document, submit bid and sign the contract agreement (in the event of award of contract) on behalf of the consortium.
- (f) 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.

2.4 Eligibility criteria in case bid is submitted on the basis of technical experience of the parent/ subsidiary company:

Offers of those Bidders who themselves do not meet the technical experience criteria as stipulated in the BEC can also be considered provided the Bidder is a subsidiary company of the parent company in which the parent company has 100% stake or parent company can also be considered on the strength of its 100% subsidiary. However, the parent/ subsidiary company of the Bidder shall on its own meet the technical experience as stipulated in the BEC and shall not rely for meeting the technical experience criteria on its sister subsidiary/ co-subsidiary company or through any other arrangement like Technical Collaboration agreement. 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 shall enclose an Agreement (as per format enclosed at Attachment – I) between the parent and the subsidiary company or vice-versa and Parent/ Subsidiary Guarantee (as per format enclosed at Attachment – II) from the parent/ subsidiary company to OIL for fulfilling the obligation under the Agreement, along with the techno-commercial bid.

2.5 Eligibility criteria in case bid is submitted on the basis of technical experience of sister subsidiary/ co-subsidiary company:

Offers of those bidders who themselves do not meet the technical experience criteria stipulated in the BEC can also be considered based on the experience criteria of their sister subsidiary/ co-subsidiary company within the ultimate parent/ holding company subject to meeting of the following conditions:-

- i. Provided that the sister subsidiary/ co-subsidiary company and the bidding company are both 100% subsidiaries of an ultimate parent/ holding company either directly or through intermediate 100% subsidiaries of the ultimate parent/ holding company or through any other 100% subsidiary company within the ultimate/ holding parent company. Documentary evidence to this effect to be submitted by the ultimate parent/ holding company along with the techno-commercial bid.
- ii. Provided that the sister subsidiary/ co-subsidiary company on its own meets and not through any other arrangement like Technical Collaboration agreement meets the technical experience criteria stipulated in the BEC.

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 shall enclose an agreement (as per format enclosed at Attachment – III) between them, their ultimate parent/ holding company and the sister subsidiary/ co-subsidiary company.

- iii. In case of contracts involving multifarious activities such as – (a) manufacturing/ supply (b) installation and commissioning (c) servicing and maintenance of any equipment, then in that case, the bidding company can draw on the experience of their multiple subsidiary sister company(ies)/ co-subsidiary company(ies) specializing in each sphere of activity, i.e. (a) manufacturing/ supply (b) installation and commissioning (c) servicing and maintenance. However, all the sister subsidiary company(ies)/ co-subsidiary company(ies) and the bidding company shall be 100% subsidiary company(ies) of an ultimate parent/ holding company either directly or through intermediate 100% subsidiaries of the ultimate parent/ holding company or through any other 100% subsidiary company within the ultimate/ holding parent company. Documentary evidence to the effect that all the sister subsidiary company(ies) are 100% subsidiaries of the ultimate/ holding parent company shall be submitted alongwith the techno-commercial bid.
- 2.6 i) In case, the bidder is an Indian Company /Indian Joint Venture Company, either the Indian Company/Indian Joint Venture Company or its technical collaborator /joint venture partner should meet the experience criteria. However, the Indian Company/ Indian Joint Venture Company must meet the financial turnover criteria. Indian bidders quoting based on technical collaboration/joint venture, shall submit a Memorandum of Understanding/ Agreement with their technical collaborator /joint venture partner clearly indicating their roles under the scope of work which shall also be addressed to OIL and shall remain valid and binding for the contract period under this tender.
- ii) Any party who is extending technical support by way of entering in to technical collaboration with other party shall not be allowed to submit an independent bid against the tender and such bids shall be rejected straightway. Further, all bids from parties with technical collaboration support from the same Principal/technical collaborator will be rejected.
- 3.0 Offers indicating mobilization time more than 2 months from the date of issuance of Letter of Award (LOA) will be summarily rejected.
- 4.0 The bidder must confirm to provide the key personnel with requisite experience and qualification as specified in para **5.0** (personnel to be deployed) under **Section-II**, Terms of Reference and Technical Specifications. Area Manager/Rig Superintendent, Tool Pusher, Tour pusher and Driller shall possess requisite valid International Well Control (IWCF)/(IADC wellcap) certificate in appropriate level and shall be fluent in English.
- 5.0 The Bidder must confirm to provide complete rig package as specified under Section-II of the Bid Document.

6.0 DOCUMENTS

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

- a) Contractor's general structure and organization, including the branch / sub-division dedicated to such activities.
- b) Details of company's Health, Safety and Environmental Policy and Programme together with HSE Management System.
- c) Safety records detailed for accidents, injuries, damage and summarized for near-misses, LTI over the past five (5) years.
- d) Quality Assurance System certified ISO 9001 or equivalent.
- e) Description and specifications of suitable service rigs currently owned/leased by the contractor together with proof of ownership/lease agreement.
- f) MOU/ Agreement concluded with technical collaborator/consortium partners along with the Techno-commercial bid.
- g) Residual life of the offered rig as per Para 1.3 above.
- h) Details of relevant verifiable experience of providing deep High Pressure High Temperature well testing rig services with crew that have been undertaken as main contractor in the last five (05) years, inside or outside India.
- i) Reference (including emails and telephone numbers) of three major customers that can be contacted for information / reference.
- j) Resume of key personnel to be involved in the services with High Pressure High Temperature testing experience in their respective position.
- k) Qualifier's audited accounts for the past three (3) accounting years.
- l) All relevant information concerning contacts, telephone, fax, e-mail of the contractor's representative.
- m) Copy of current IADC certificate (Contractors must be registered with IADC).
- n) Current Rig status and its availability & capability of mobilisation of the rig within 02 months' time.
- o) The bidder shall submit the lay-out of the offered Rig and load distribution diagram for mast/substructure, foundation design & operating criteria and Load Bearing Diagram in the un-priced bid.

Bid without the listed documents or information shall be liable for rejection.

- 7.0 In case bidder takes exception to any clause of Bid Document not covered under BEC/BRC, then the Company has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw/modify the deviation when/as advised by Company. The loading so done by the Company will be final and binding on the bidders.
- 8.0 To ascertain the substantial responsiveness of the Bid the Company reserves the right to ask the bidder for clarification in respect of clauses covered under BEC also and such clarifications fulfilling the BEC clauses in toto must be received on or before the deadline given by the Company, failing which the offer will be summarily rejected.
- 9.0 If any of the clauses in the BEC contradict with other clauses of the Bid Document elsewhere, then the clauses in the BEC shall prevail.
- 10.0 **Price evaluation criteria:** The bids conforming to the technical specifications, terms and conditions stipulated in the bidding document and considered to be responsive after subjecting to Bid Rejection Criteria will be considered for further evaluation. The Contract will be signed with successful bidder for Six (06) months of operation with provision for extension of Six (6) months at the discretion of Company at the same rate, terms and conditions. However, Bids will be evaluated Rig-wise on total cost for Six months of operation only as indicated below **(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 the actual number of days/parameter, as the case may be. In case the work is completed before completion of 6 months duration, the contract will be terminated forthwith):**

Price Bid will be evaluated as under:

- i. Total Mobilization charges, Lump sum, One time only: **TM = M**
- ii. Total Demobilization charge, Lump sum, One time only: **TD= D**
- iii. Total Operating Day Rate charge: **TOP = ODR x 124 days**
- iv. Total Repair Day Rate charge: **TR = RDR x 6 days**
- v. Total Standby Rate charges: **TS= SDR x 30 days**
- vi. Inter-Location Movement Charges -
(for move within a distance of 50 Kms.): **ILM1 x 1**
- vii. Base Camp Shift Charge: **BCM x 1**

Evaluation for Total Contract Value will be calculated as under:

TOTAL CONTRACT VALUE PER RIG:

$$T = TM+TD+TOP+ TR+TS+ ILM1 + BCM$$

NOTES:

- i) The items M, D, ODR, SDR, RDR, BCM and ILM1 are as defined in Schedule of Rates (Section-IV)
 - ii) The same evaluation shall be applicable, if more than one Rig is offered.
- 7.1 If more than one Rig is offered by a bidder with different prices, the Rigs would be techno-commercially evaluated rig-wise.
- 7.2 In case a bidder quotes same prices for more than one Rig, the bidder, if Contract awarded, can mobilize any of the Rigs found technically acceptable. However, the successful bidder shall have to confirm the Rig to be mobilized by them within 15 days of issue of Letter of Award (LOA).
- 8.0 **CUSTOMS DUTY** : In terms of Sl. No. 404 of the Customs Notification No.50/2017-Cus dated 30.06.2017, imports of the items specified in List 33 of the Notification are subject to levy of concessional rate of customs duty @5% (BCD Nil & IGST @5%) subject to conditions specified therein (Condition No. 48). However, this is subject to change as per Government guidelines and the provisions ruling at the time of tender closing will be applicable.
- Similarly, the domestic supply of such goods would attract 5% GST (i.e. IGST or CGST & SGST/UTSGT) on submission of EC in terms of GST Notification No. 03/2017.
- 9.0 If there is any discrepancy between the unit price and the total price, the unit price will prevail and the total price shall be corrected. Similarly, if there is any discrepancy between words and figure, the amounts in words shall prevail and will be adopted for evaluation.
- 10.0 For conversion of foreign currency into Indian currency for evaluation of Bids, B.C. selling (Market) rate declared by State Bank of India, one day prior to the date of priced bid opening shall be considered. However, if the time lag between the opening of the bids and final decision exceeds 3(three) months, then B.C. Selling(Market) rate of exchange declared by SBI on the date prior to the date of final decision shall be adopted for conversion and evaluation.

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) **"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;
- b) **"Approval"** as it relates to Company, means written approval;
- c) **"Company"** or "OIL" means Oil India Limited;
- d) **"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;
- e) **"Company's Personnel"** means the personnel to be provided by OIL or OIL's contractor (other than the Contractor executing this Contract). The Company representatives of OIL and Consultant deployed by OIL for supervision of operations are also included in the Company's personnel;
- f) **"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;
- g) **"The Contract Price"** means the price payable to Contractor under the contract for the full and proper performance of its contractual obligations;
- h) **"Contractor"** means the individual or firm or Body incorporated performing the work under this Contract;
- i) **"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 section II under Terms of Reference and Technical Specifications;
- j) **"Contractor's Personnel"** means the personnel to be provided by the Contractor from time to time to provide services as per the contract;
- k) **"Critical Sour well"** mean as documented in industry recommended practice Volume 1 (IRP 1).
- l) **"Day"** means a calendar day of twenty-four (24) consecutive hours beginning at 06:00 hrs. and ending at 06:00 hrs.;

- m) **"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 shall 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.
- n) **"Willful Misconduct"** means intentional disregard of good and prudent standards of performance or proper conduct under the Contract with knowledge that it is likely to result in any injury to any person or persons or loss or damage of property.
- o) **"Party"** shall mean either the Company or Contractor as the context so permits and, as expressed in the plural, shall mean the Company and Contractor collectively;
- p) **"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;
- q) **"Work"** means each and every activity required for the successful performance of the services described in Section II, the Terms of Reference.
- r) **"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 agreements for the purposes of exploration and production in the Operating Area and on whose behalf the Company would be deemed to have entered into this Contract.

2.0 EFFECTIVE DATE, MOBILISATION TIME, DATE OF COMMENCEMENT OF CONTRACT AND DURATION OF CONTRACT:

- 2.1 **EFFECTIVE DATE:** The Contract shall become effective as of the Date Company notifies Contractor in writing (through Letter of Award) that it has been awarded the Contract. Such date of notification of award of Contract will be the Effective Date of Contract.
- 2.2 **MOBILISATION TIME:** The mobilization of the Testing Rig by Contractor must be completed within 2 months from the date of issue of LOA by Company.
- 2.3 **DATE OF COMMENCEMENT OF CONTRACT:** The date on which the mobilization is completed in all respects as certified by the Company's representative will be treated as date of Commencement of Contract. The Commencement Date of the Contract will be reckoned from one day after the mobilization is certified by the Company to be completed as defined under Clause No. 2.2 above
 - i) Once the Contractor's Equipment are ready to commence services and have reached the Company's base or the Contractor's base nearest to the Site, Contractor shall issue a Notice of Readiness for Inspection to the Company.

- ii) Company shall inspect the Contractor's Equipment within 7 (seven) working days' of receipt of the Contractor's Notice of Readiness for Inspection, and confirm completion of mobilization. Company Representatives inspecting the Contractor's Equipment shall notify the Contractor of any deficiency in the set of equipment, and only on removal of such deficiency, mobilization shall be complete.

2.4 **DURATION OF CONTRACT:** The Contract shall be initially valid for a period of Six (6) months from the Commencement Date of the Contract with an option to extend the same for a further period of Six (6) months at the discretion of Company at the same rates, terms and conditions. The terms and conditions shall continue until the completion/ testing / abandonment of the well being tested at the time of the end of initial term of the Contract or any extension thereof.

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 Scope of Work (Section-II) in most economic and cost effective way.
- 3.2 Except as otherwise provided in the Terms of Reference, provide all manpower 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.
- 3.6 Take all measures necessary to protect the personnel, Work and facilities; and shall observe all safety regulations in accordance with acceptable oilfield practice and applicable Indian Laws such as Mines safety rules etc. Contractor shall take all measures reasonably necessary to provide safe working conditions and shall exercise due care & caution in preventing fire, explosion and blow out.

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 quarter of an hour. The rates contained in the Contract shall be based on Contractor's operation being conducted on a seven (7) days week and a twenty-four (24) hours work day. Under the Contract, Contractor shall be entitled to the applicable rate defined in Section-IV (Schedule of

Rates). 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.
- 4.4 Provide Contractor with all reasonable assistance to obtain any permits, licenses, approvals or clearances required by Contractor to perform the services.

5.0 PERSONNEL TO BE DEPLOYED BY THE 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 shall ensure that their personnel observe applicable Company and statutory safety requirement. Upon Company's written request, Contractor, entirely at its own expense, shall remove any personnel of the Contractor determined by the Company to be unsuitable, not later than 7 (seven) days without effecting the operation and shall promptly replace such personnel with personnel acceptable to 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 Kakinada/ field 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 the English language (both written and spoken).

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 completion of demobilization of service Rig and personnel after issuance of demobilization notice/expiry of contract that the Work does not conform to the foregoing warranty, Contractor shall after receipt of notice from Company, promptly perform any and all corrective work required to make the services conform to the Warranty. Such corrective Work shall be performed entirely at Contractor's own expenses. If such corrective Work is not performed within a reasonable time, the Company, at its option may have such remedial Work performed by others and charge the cost thereof to Contractor which the Contractor must pay promptly. In case Contractor fails to perform remedial

work, or pay promptly in respect thereof, the performance security shall be forfeited.

7.0 CONFIDENTIALITY, USE OF CONTRACT DOCUMENTS AND INFORMATION:

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

- (a) which is possessed by the Contractor, as evidenced by the Contractor's written records, before receipt thereof from the Company which however the Contractor shall immediately inform to Company ; or
- (b) which is required to be disclosed by the Contractor pursuant to an order of a court of competent jurisdiction or other governmental agency having the power to order such disclosure, provided the Contractor uses its best efforts to provide timely notice to Company of such order to permit Company an opportunity to contest such order subject to prior permission from Company.

7.2 Contractor shall not, without Company's prior written consent, make use of any document or information except for purposes of performing the Contract.

7.3 Any document supplied to the Contractor in relation to the contract other than the Contract itself remain the property of Company and shall be returned (in all copies) to Company on completion of Contractor's performance under the Contract if so required by Company. 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 shall 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 personal taxes on Contractor shall be the liability of the Contractor and the Company shall not assume any responsibility on this account.
- 8.7 All local taxes, levies and duties, sales tax, octroi, etc. on purchases and sales made by Contractor (except basic customs duty) shall be borne by the Contractor.

8.8 GOODS AND SERVICES TAX:

8.8.1 GENERAL REMARKS ON TAXES & DUTIES:

In view of **GST** Implementation from 1st July 2017, all taxes and duties including Excise Duty, CST/VAT, Service tax, Entry Tax and other indirect taxes and duties have been submerged in **GST**. Accordingly reference of Excise Duty, Service Tax, VAT, Sales Tax, Entry Tax or any other form of indirect tax except of **GST** mentioned in the bidding document shall be ignored.

- 8.8.2 Bidders are required to submit copy of the GST Registration Certificate while submitting the bids wherever **GST** (CGST & SGST/UTGST or IGST) is applicable.

8.8.3 **“GST”** shall mean Goods and Services Tax charged on the supply of material(s) and services. The term **“GST”** shall be construed to include the Integrated Goods and Services Tax (hereinafter referred to as “IGST”) or Central Goods and Services Tax (hereinafter referred to as “CGST”) or State Goods and Services Tax (hereinafter referred to as “SGST”) or Union Territory Goods and Services Tax (hereinafter referred to as “UTGST”) depending upon the import / interstate or intrastate supplies, as the case may be. It shall also mean GST compensation Cess, if applicable.

8.8.4 Quoted price/rate(s) should be inclusive of all taxes and duties, except **GST (i.e. IGST or CGST and SGST/UTGST applicable in case of interstate supply or intra state supply respectively and cess on GST if applicable) on the final service**. However, GST rate (including cess) to be provided in the respective places in the Price Bid. Please note that the responsibility of payment of GST (CGST & SGST or IGST or UTGST) lies with the Supplier of Goods / Services (Service Provider) only. Supplier of Goods / Services (Service Provider) providing taxable service shall issue an Invoice/ Bill, as the case may be as per rules/ regulation of **GST**. Further, returns and details required to be filled under GST laws & rules should be timely filed by Supplier of Goods / Services (Service Provider) with requisite details.

8.8.5 Bidder should also mention the **Harmonised System of Nomenclature (HSN)** and **Service Accounting Codes (SAC)** at the designated place in SOR.

8.8.6 **Where the OIL is entitled to avail the input tax credit of GST:**

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

8.8.6.2 The input tax credit of **GST** quoted shall be considered for evaluation of bids, as per evaluation criteria of tender document.

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

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

8.8.7.2 The bids will be evaluated based on total price including **GST**.

- 8.8.8 Payments to Service Provider for claiming **GST** amount will be made provided the above formalities are fulfilled. Further, OIL may seek copies of challan and certificate from Chartered Accountant for deposit of **GST** collected from OIL.
- 8.8.9 Contractor/vendor shall be required to issue tax invoice in accordance with GST Act and/or Rules so that input credit can be availed by OIL. In the event that the contractor / vendor fails to provide the invoice in the form and manner prescribed under the GST Act read with GST Invoicing Rules there under, OIL shall not be liable to make any payment on account of **GST** against such invoice.
- 8.8.10 **GST** shall be paid against receipt of tax invoice and proof of payment of **GST** to government. In case of non-receipt of tax invoice or non-payment of **GST** by the Contractor/vendor, OIL shall withhold the payment of **GST**.
- 8.8.11 **GST** payable under reverse charge mechanism for specified services or goods under GST act or rules, if any, shall not be paid to the contractor/vendor but will be directly deposited to the government by OIL.
- 8.8.12 Where OIL has the obligation to discharge **GST** liability under reverse charge mechanism and OIL has paid or is /liable to pay **GST** to the Government on which interest or penalties becomes payable as per GST laws for any reason which is not attributable to OIL or ITC with respect to such payments is not available to OIL for any reason which is not attributable to OIL, then OIL shall be entitled to deduct/ setoff / recover such amounts against any amounts paid or payable by OIL to Contractor / Supplier.
- 8.8.13 Notwithstanding anything contained anywhere in the Agreement, in the event that the input tax credit of the **GST** charged by the Contractor / Vendor is denied by the tax authorities to OIL for reasons attributable to Contractor / Vendor, OIL shall be entitled to recover such amount from the Contractor / Vendor by way of adjustment from the next invoice. In addition to the amount of **GST**, OIL shall also be entitled to recover interest at the rate prescribed under GST Act and penalty, in case any penalty is imposed by the tax authorities on OIL.
- 8.8.14 TDS under GST, if applicable, shall be deducted from contractor's/vendor's bill at applicable rate and a certificate as per rules for tax so deducted shall be provided to the contractor/vendor.
- 8.8.15 The Contractor will be under obligation for charging correct rate of tax as prescribed under the respective tax laws. Further the Contractor shall avail and pass on benefits of all exemptions/concessions available under tax laws. Any error of interpretation of applicability of taxes/ duties by the contractor shall be to contractor's account.
- 8.8.16 It is the responsibility of the bidder to quote the correct GST rate. The classification of goods/services as per GST (Goods & Service Tax) Act should be correctly done by the contractor to ensure that input tax credit on GST

(Goods & Service Tax) is not lost to the OIL on account of any error on the part of the contractor.

8.8.17 In case, the quoted information related to various taxes, duties & levies subsequently proves wrong, incorrect or misleading, OIL will have no liability to reimburse the difference in the duty/ tax, if the finally assessed amount is on the higher side and OIL will have to right to recover the difference and in case the rate of duty/ taxes finally assessed is on the lower side.

8.8.18 Notwithstanding anything mentioned elsewhere in the Bidding Document the aggregate liability of OIL towards Payment of Taxes & Duties shall be limited to the volume of GST declared by the bidder in its bid & nothing shall be payable extra except for the statutory variation in taxes & duties.

8.8.19 Further, it is the responsibility of the bidders to make all possible efforts to make their accounting/IT system GST compliant in order to ensure availability of Input Tax Credit (ITC) to Oil India Ltd.

8.8.20 GST liability, if any on account of supply of free samples against any tender shall be to bidder's account.

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

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

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

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

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

8.8.22 The contractor will be liable to ensure to have registered with the respective tax authorities, wherever applicable and to submit self-attested copy of such registration certificate(s) and the Contractor will be responsible for procurement of material in its own registration (GSTIN) and also to issue its own Road Permit/ E-way Bill, if applicable etc.

8.8.23 In case the bidder is covered under Composition Scheme under GST laws, then bidder should quote the price inclusive of the GST (CGST & SGST/UTGST or IGST). Further, such bidder should mention “Cover under composition system” in column for GST (CGST & SGST/UTGST or IGST) of price schedule.

8.8.24 OIL will prefer to deal with registered supplier of goods/ services under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet. However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid. Where OIL is entitled for input credit of GST, the same will be considered for evaluation of bid as per evaluation methodology of tender document.

8.8.25 Procurement of Specific Goods: Earlier, there is no tax incidence in case of import of specified goods (i.e. the goods covered under List-34 of Customs Notification no. 12/2012-Cus dated. 17.03.2012 as amended). Customs duty is not payable as per the policy. However, under GST regime, IGST Plus GST compensation cess (if applicable) would be leviable on such imports. Bidders should quote GST as inclusive considering IGST component for the imported Materials portion while quoting their prices on destination basis. However, GST rate to be specified in the price bid format.

8.8.26 **Documentation requirement for GST**

The vendor will be under the obligation for invoicing correct tax rate of tax/duties as prescribed under the GST law to OIL, and pass on the benefits, if any, after availing input tax credit.

Any invoice issued shall contain the following particulars

- a) Name, address and GSTIN of the supplier;
- b) Serial number of the invoice;
- c) Date of issue;
- d) Name, address and GSTIN or UIN, if registered of the recipient;
- e) Name and address of the recipient and the address of the delivery, along with the State and its code,
- f) HSN code of goods or Accounting Code of services[SAC];
- g) Description of goods or services;
- h) Quantity in case of goods and unit or Unique Quantity Code thereof;
- i) Total value of supply of goods or services or both;
- j) Taxable value of supply of goods or services or both taking into discount or abatement if any;
- k) Rate of tax (IGST,CGST, SGST/ UTGST, cess);
- l) Amount of tax charged in respect of taxable goods or services (IGST,CGST, SGST/UTGST, cess);
- m) Place of supply along with the name of State, in case of supply in the course of interstate trade or commerce;
- n) Address of the delivery where the same is different from the place of supply and
- o) Signature or digital signature of the supplier or his authorised representative.

GST invoice shall be prepared in triplicate, in case of supply of goods, in the following manner

- a) The original copy being marked as ORIGINAL FOR RECIPIENT;
- b) The duplicate copy being marked as DUPLICATE FOR TRANSPORTER and
- c) The triplicate copy being marked as TRIPLICATE FOR SUPPLIER.

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

8.8.27 Anti-profiteering clause

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

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

8.8.28 GST shall apply extra on the Lost In Hole charges payable by Company.

9.0 INSURANCE:

9.1 The Contractor shall arrange insurance to cover all risks in respect of their personnel, materials and equipment belonging to the Contractor or its sub-Contractor (if applicable) during the currency of the contract including the third party items/ consumables supplied by Contractor. 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 insurances amongst others :

- a) Workmen compensation insurance as required by the laws of the country of origin of the employee.
- b) Employer's Liability Insurance as required by law in the country of origin of employee.
- c) General Public Liability Insurance or Comprehensive General Liability insurance covering liabilities including contractual liability for bodily injury, including death of persons, and liabilities for damage of property. This insurance must cover all operations of Contractor required to fulfill 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 except when tools/ equipment are below Rotary Table or in the well bore.
- e) Automobile Public Liability Insurance covering owned, non-owned and hired automobiles used in the performance of the work hereunder, with bodily injury limits and property damage limits shall be 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 by 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 their sub-contractors 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.

10.0 CHANGES:

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

10.2 If any change result in an increase in compensation due to Contractor or in a credit due to Company, Contractor shall submit to Company an estimate of the amount of such compensation or credit in a form prescribed by Company. Such estimates shall be based on the rates shown in the Schedule of Rates (Section-IV). Upon review of Contractor's estimate, Company 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 shall 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, Cyclone, 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 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):** The contract shall be deemed to have been automatically terminated on the expiry of duration of the Contract or the extension period, if exercised by Company under the provision of the Contract.
- 12.2 **TERMINATION ON ACCOUNT OF FORCE MAJEURE:** Either party shall have the right to terminate the Contract on account of Force Majeure as set forth in Clause 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 up to 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 proceed diligently to remedy to Company's satisfaction the matter(s) complained of, within a period of 7 (seven) days after such written notice is received by Contractor.
- 12.5 **TERMINATION DUE TO CHANGE OF OWNERSHIP & ASSIGNMENT:** In case the Contractor's rights and / or obligations under the 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 the Contract.
- 12.6 If at any time during the term of the Contract, breakdown of Contractor's equipment results in Contractor being unable to perform their obligations hereunder for a period of 15 (fifteen) 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 30 (thirty) 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 for services as per the Contract up to the date of termination including the De-mob cost, if any.
- 12.8 **CONSEQUENCES OF TERMINATION:** In all cases of termination herein set forth, the obligation of the Company to pay for Services as per the Contract shall be limited to the period up to the date of termination. Notwithstanding the termination of the Contract, the parties shall continue to be bound by the provisions of the Contract that reasonably require some action or forbearance after such termination.
- In the event of termination of Contract pursuant to the Clause 12.3, 12.4, 12.5 & 12.6, no Demobilization Charges shall be payable to Contractor.
- 12.9 Upon termination of the 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 equipment, personnel & materials.

13.0 SETTLEMENT OF DISPUTES AND ARBITRATION:

13.1 Arbitration (Applicable for suppliers/ contractors other than PSU) :

Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, in connection with construction, meaning, operation, effect, interpretation of the contract or breach thereof which parties are unable to settle mutually, the same shall be referred to Arbitration as provided hereunder :

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

Claim amount (excluding claim for interest and counter claim, if any)	Number of Arbitrator	Appointing Authority	
Upto Rs. 5 Crore	Sole Arbitrator	OIL	
Above Rs. 5 Crore	3 Arbitrators	One Arbitrator by each party and the 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 pendentite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.
7. The arbitral tribunal shall make and publish the award within time stipulated as under :

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

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

8. If after commencement of the arbitration proceedings, the parties agree to settle the dispute mutually or refer the dispute to conciliation, the arbitrators shall put the proceedings in abeyance until such period as requested by the parties.
9. Each party shall be responsible to make arrangements for the travel and stay etc. of the arbitrator appointed by it. Claimant shall also be responsible for making arrangements for travel/stay arrangements of the Presiding Arbitrator and the expenses incurred shall be shared equally by the parties.

In case of sole arbitrator, 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, Deptt. of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference, the dispute shall be decided by the Law Secretary or the Special Secretary/Additional Secretary, whose decision shall bind the parties finally and conclusively. The parties in the dispute will share equally the cost of the arbitration as intimated by the Arbitrator.

The venue of all arbitrations under both 13.1 & 13.2 will be Kakinada, Andhra Pradesh. 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 Fax and confirmed in writing to the applicable address specified below:

Company

Oil India Limited
Door No: 11-4-7(3rd Floor)
Nookalamma Temple Street
Ramaraopeta
Kakinada-533004
Andhra Pradesh
Fax No. 0884-2352383

Contractor

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

- 15.0 SUBCONTRACTING/ASSIGNMENT:** Contractor shall not subcontract, transfer or assign the contract, or any part under this Contract, to any third party(ies) except with Company's prior written consent. Except for the main operations with manpower services under this Contract, Contractor may subcontract 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 a condition no worse than it was when the Contractor arrived there.
- 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 shall have equal experience and qualification, which will be again subject to approval, by the Company.

17.0 LIQUIDATED DAMAGES 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 @ 0.5 % of estimated Contract value (including mobilization cost), per week or part thereof for delay subject to maximum of 7.5% of contract value (including mobilization cost). Liquidated Damages will be reckoned from the date after expiry of the scheduled mobilization period till the date of commencement of Contract as defined in Clause No. 2.3 of Section - I.
- 17.2 If the Contractor fails to mobilise within **15 days** after the stipulated date or, any extended date as agreed by the Company, then the Company reserves the right to cancel the Contract without any compensation whatsoever. 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.

- 18.0 PERFORMANCE SECURITY:** The Contractor shall furnish to Company a Bank Guarantee/LC for 10% of estimated Contract value valid till 3 (three) months beyond the Contract Expiry date towards Performance Security. The performance security shall be forfeited by Company, if Contractor fails to fulfill its obligations under the Contract or in respect of any amount due from the Contractor to the Company. In the event of any extension of the Contract period, Performance Security shall be extended by the period equivalent to the extended period of the Contract. The Performance Security will be discharged by Company not later than 30 (thirty) days following its expiry.

19.0 ASSOCIATION OF COMPANY'S PERSONNEL: Company's engineers/ Company's hired engineers/ consultants will be associated with the work throughout the operations and shall at all times have complete access to the Site for the purpose of observing inspection or supervising the work performed by Contractor.

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 shall conform to the provisions of labour laws as per contract Labour (Regulation and Abolition) Act, 1970. However, the Contractor shall not make the 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.

21.0 LIABILITY:

21.1 Except as otherwise expressly provided, neither Company nor its co-leases, its servants, agents, nominees, contractors, or sub-contractors or its Affiliates or Co-venturers 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 co-leases, its servants, agents, nominees, assignees, contractors, sub-contractors or its Affiliates or Co-venturers 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 subcontractors. 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 to recourse and further agrees to cause their underwriters to waive their right of subrogation against Company and/or its co-leases, its underwrites, servants, agents, nominees, assignees, contractors and sub-contractors or its Affiliates or Co-venturers for loss or damage to the equipment of the Contractor and/or its sub-contractors 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 co-leases, its underwriters, servants, agents, nominees, assignees, contractors and sub-contractors or its Affiliates or Co-venturers 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 affiliates, 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, its affiliates or co-ventureres 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 its affiliates, sub-contractors, servants, agents, nominees, assignees and employees from and against such loss or damage and any suit, claim or expense resulting therefrom.
- 21.6 Neither Contractor nor its affiliates, servants, agents, nominees, assignees, contractors, sub-contractors shall have any liability or responsibility whatsoever to whomsoever or injury or illness, or death of any employee of the Company, its affiliates or co-venturers 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, its affiliates, sub-contractors, servants, agents, nominees, assignees and employees 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 INDEMNITY AGREEMENT:

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

22.2 Except as provided hereof Company agrees to protect, defend, indemnify and hold Contractor, its affiliates, sub-contractors, servants, agents, nominees, assignees and employees harmless from and against all claims, suits, demands and causes of action, liabilities, expenses, cost, liens and judgments of every kind and character, without limit, which may arise in favour of Company's employees, agents, contractors and sub-contractors or their employees or employees of its affiliates or co-venturers 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.

23.0 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.

24.0 PAYMENTS, MANNER OF PAYMENT, RATES OF PAYMENT, SET-OFF:

24.1 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.

24.2 **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.

24.3 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.

24.4 **Invoices:** Mobilization charges will be invoiced only upon completion of mobilization (after commencing operation at the first well), submission/production of appropriate inventory documents and physical verification by Company representatives. Payment of mobilization charges shall be made within 30 days following the date of receipt of undisputed invoices by Company.

24.5 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.

24.6 Billings for daily charges will reflect details of time spent (calculated to the nearest quarter hours) and the rates charged for that time. This should be in the form of monthly time analysis chart(s). Monthly invoices will be raised only after spud-in of the first well.

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

24.8 Contractor will submit 3(three) 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.

- 24.9 Payment of monthly invoices, if undisputed, shall be made within 30 days following the date of receipt of invoice by Company.
- 24.10 Company shall within 30 days of receipt of the invoice notify the contractor of any item under dispute, specifying the reasons thereof, in which event, payment of the disputed amount may be withheld until settlement of the dispute, but payment shall be made of any undisputed portion on or before the due date. This will not prejudice the company's right to question the validity of the payment at a later date as envisaged in Clause 24.3 above.
- 24.11 The acceptance by Contractor of part payment on any billing not paid on or before the due date shall not be deemed a waiver of Contractor's rights in any other billing, the payment of which may then or thereafter be due.
- 24.12 Payment of demobilization charges shall be made when applicable within 30 days following receipt of invoice by Company accompanied by the following documents from the Contractor:
- a) Audited account up to completion of the Contract.
 - b) Tax audit report for the above period as required under the Indian Tax Laws.
 - c) Documentary evidence regarding the submission of returns and payment to taxes for the expatriate personnel engaged by the Contractor or by its sub-contractor.
 - d) Proof of re-export of all items 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.

- 24.13 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.
- 24.14 **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).

25.0 WITH-HOLDING:

25.1 Company may withhold or nullify the whole or any part of the amount due to Contractor 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, and taxes or enforced savings withheld from wages etc.
- f) Failure of Contractor to pay the cost of removal of unnecessary debris, materials, tools, or machinery.
- g) All claims against Contractor for damages and injuries, and/or for non-payment of bills etc.
- h) 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 unauthorized imports.

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

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

26.0 APPLICABLE LAW:

- 26.1 The Contract shall be deemed to be a Contract made under, governed by and construed in accordance with the **Laws of India** for the time being in force and shall be subject to the exclusive jurisdiction of Courts situated in Kakinada/ New Delhi.
- 26.2 The Contractor shall ensure full compliance of various Indian Laws and Statutory Regulations, to the extent applicable, as stated below, but not limited to, in force from time to time and obtain necessary permits/licenses etc. from appropriate authorities for conducting operations under the Contract:
- a) The Mines Act 1952 - as applicable to safety and employment conditions.
 - b) The Minimum Wages Act, 1948.
 - c) The Oil Mines Regulations, 1984 or latest version.
 - 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 thereunder.
 - h) The Employees' Pension Scheme, 1995.
 - i) The Interstate Migrant Workmen Act., 1979 (Regulation of employment and conditions of service).
 - j) The Employees Provident Fund and Miscellaneous Provisions Act, 1952.
 - k) GST Act
 - l) Customs & Excise Act & Rules
 - m) OISD guidelines & procedures
 - n) DGMS Guidelines/Notifications.
 - o) Central Electricity Authority (Measures relating to Safety and Electric Supply) Regulations, 2010
 - p) The Environmental Protection Act, 1986
 - q) The water (Prevention and control of pollution) act, 1974,
 - r) The Air (prevention and control of pollution) Act, 1981
 - s) All notifications released by MoEF time to time)
 - t) Hazardous waste management and handling Rules

27.0 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 27.0 (Entire Contract) shall have effect to exclude or restrict the liability of either Party for fraud or fraudulent misrepresentation.

28.0 RECORDS, REPORTS AND INSPECTION: The Contractor shall, at all times, permit the Company and its authorized employees and representatives to inspect all the Work performed and to witness and check all the measurements and tests made in connection with the said Work. The Contractor shall keep an authentic, accurate history and logs including safety records of each well with major items consumed and received on rig, which shall be open at all reasonable times for inspection by the Company designated representatives and its authorized 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 well 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 well, or give out to any third person information in connection therewith.

29.0 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.

30.0 LIMITATION OF LIABILITY:

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

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

31.0 SUBSEQUENTLY ENACTED LAWS: Subsequent to the date of issue of letter of award 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.

32.0 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.

33.0 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.

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

35.0 CUSTOMS DUTY:

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

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

35.2 Contractor 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 concessional customs duty by any of the authorities including DGH arising solely as a result of any default on the part of the Contractor.

35.3 All imports and import clearances under the Contract shall be done by the Contractor and OIL shall not provide any assistance in this regard.

35.4 However, in the event customs duty becomes leviable during the course of Contract arising out of a change in the policy of the Government, Company shall be liable for payment of the customs duties leviable in India on Contractor's items as provided in Proforma-A or the actuals whichever is less (for the first time import) and at actuals (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 within 3 working days after Contractor submits the undisputed and clear necessary documents/duty assessment papers at Company's office at Kakinada. Contractor would be responsible for passing such payment to customs authorities at the port of entry. Company's obligation for Customs Duty payment shall be limited/restricted to the tariff rates as assessed by the Customs on the day of clearance, or as on the last day of the stipulated mobilisation period. In case of clearance thereafter, on the CIF value of items

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

- 35.4.1 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.
- 35.4.2 Notwithstanding what is stated above, the bidders should also consider the position in regard to import of goods as specified in list No. 33 of above notification against concessional rate of 5% Customs Duty. OIL is not liable in whatsoever manner, for the rejection of their claims for concessional rate of 5% Customs Duty by any of the authorities including the DGH.
- 35.4.3 The bidder while quoting would need to consider the duty drawback as per notification No. 23/2008 dated 01.03.2008 available to them upon re-export of the equipment, if any. The bidder should also note that input tax credit would also be available to them on the IGST paid by them excluding duty drawback and this aspect should also be considered by them while quoting their rates.
- 35.4.4 Similarly, such specified goods required for petroleum operations if procured from domestic sources would attract 5% concessional GST (IGST or CGST & SGST/UTGST) as per notification no. 3/2017 dtd. 28.06.2017 against issuance of EC by DGH for which OIL shall issue the recommendatory letter.

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

- 35.5 Contractor must ensure that the spares and consumables imported by them for providing the services under Contract are properly used in executing their job under the Contract in the PEL/ML areas of Company for which EC has been obtained. Contractor shall furnish to Company a certificate as and when the spares and consumables are used/consumed certifying that the spares and the consumables imported by them have been consumed in those ML and PEL areas under the contract for which ECs were obtained by them. In order to avoid any misuse of the spares and consumables imported by the Contractor for providing the services under the Contract, Contractor shall furnish an Undertaking similar to that being furnished by Company to Customs of suitable amount before issue of the Recommendatory Letter.
- 35.6 **DEMOBILISATION & RE-EXPORT:** The Contractor shall arrange for and execute demobilization of the entire package i.e. Tools/ Equipment/ Spare/ Accessories/ Manpower etc. upon receipt of notice for demobilization from

Company. Demobilisation shall mean completion / termination of the contract and shall include dismantling of the package, its accessories/equipment, including the manpower and re-export of the complete package (if re-exportable), its accessories/equipment, unutilized spares and consumables at the cost of the contractor. Demobilization shall be completed by Contractor within 60 days of issue of demobilization notice by Company. Immediately after re-exporting the package, its accessories, equipment and the unused spares and consumables, Contractor shall submit the detail re-export documents to Company as documentary proof of re-exporting the complete package, its accessories, equipment and the unused spares and consumables. In case of failure to re-export any of the items as above within the allotted time period of 60 days except under circumstances relating to Force Majeure, Company reserves the right to withhold the estimated amount equivalent to the Customs Duty and/or penalty leviable by Customs on such default in re-export from Contractor's final settlement of bills and Performance Security.

- 35.6.1 In the event all/part of the equipment etc. are transferred by Contractor within the country to an area where nil Customs Duty is not applicable and/or sold to a third party after obtaining permission from Company and other appropriate government clearances in India including permission from DGH and Customs authorities, then Contractor shall be fully liable for payment of the Customs Duty.
- 35.6.2 Contractor must furnish an undertaking that "the equipment imported and also spares & accessories which remained unutilized after the expiry of the contract, would be re-exported at their own cost after completion of contractual obligation after observing all the formalities/rules as per Customs Act or any other relevant Act of Govt. of India applicable on the subject". In case of non-observance of formalities of any provisions of the Customs Act or any other Act of Govt. of India, the Contractor shall be held responsible for all the liabilities including the payment of Customs Duty and penalties to the Govt. on each issue. Non-compliance of these provisions will be treated as breach of contract and their Performance Bank Guarantee will be forfeited.
- 35.6.3 In the event all/part of the equipment etc. are transferred by Contractor after expiry/termination of the contract within the country to another operator for providing services, and/or sold to a third party, Contractor shall obtain all necessary Govt. of India clearances including permission from DGH and Customs authorities 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.
- 35.7 In the event of denial of benefit to the Contractor provided under notification no. 3/2017-Central Tax and similar notification under state and integrated tax or notification no. 50/2017-Customs or no issuance of Essentiality certificate by DGH for reason not attributable to the Contractor, Contractor shall charge applicable customs duty on import or applicable GST on supply as per the HSN code of the product.

36.0 'HSE' GUIDELINES:

- 36.1 The contractor shall strictly comply with the applicable and prevailing provisions of the Mines Act 1952, OISD Guidelines, and 10th Conference Recommendations of Safety in Mines. A copy of provisions of 10th Conference Recommendations in the form of 'General HSE Points' is available in the office which may be issued to successful bidders at the time of need.
- 36.2 It will be solely the Contractor's responsibility to fulfill all the legal formalities with respect to the Health, Safety and Environmental aspects of the entire job (namely; the person employed by him, the equipment, the environment, etc.) under the jurisdiction of the district of that state where it is operating. . Ensure that all sub-contractors hired by him comply with the same requirement as the contractor himself and shall be liable for ensuring compliance all HSE laws by the sub or sub-sub-contractors.
- 36.3 Every person deployed by the contractor in a mine must wear safety gadgets to be provided by the contractor. The Contractor shall provide proper Personnel Protective Equipment as per the hazard identified and risk assessed for the job and conforming to statutory requirement and Company PPE schedule. Safety appliances like protective footwear, Safety Helmet and Full Body harness has to be DGMS approved. Necessary supportive document shall have to be submitted as proof. If the Contractor fails to provide the safety items as mentioned above to the working personnel, the Contractor may apply to the Company (OIL) for providing the same. OIL will provide the safety items, if available. But in turn, OIL will recover the actual cost of the items by deducting from Contractor's Bill. However, it will be the Contractor's sole responsibility to ensure that the persons engaged by him in the mines use the proper PPE while at work. All the safety gears mentioned above are to be provided to the working personnel before commencement of the work.
- 36.4 The Contractor shall prepare written Safe Operating Procedure (SOP) for the work to be carried out, including an assessment of risk, wherever possible and safe methods to deal with it/them. The SOP should clearly state the risk arising to men, machineries & material from the mining operation / operations to be done by the contractor and how it is to be managed.
- 36.5 The contractor shall provide a copy of the SOP to the person designated by the mine owner who shall be supervising the contractor's work.
- 36.6 Keep an up to date SOP and provide a copy of changes to a person designated by the Mine Owner/Agent/Manager.
- 36.7 Contractor has to ensure that all work is carried out in accordance with the Statute and SOP and for the purpose he may deploy adequate qualified and competent personnel for the purpose of carrying out the job in a safe manner. For work of a specified scope/nature, he should develop and provide to the mine owner a site specific code of practice in line.
- 36.8 All persons deployed by the contractor for working in a mine must undergo Mines Vocational Training, initial medical examination, PME. They should

be issued cards stating the name of the contractor and the work and its validity period, indicating status of MVT, IME & PME.

- 36.9 The contractor shall submit to DGMS returns indicating - Name of his firm, Registration number, Name and address of person heading the firm, Nature of work, type of deployment of work persons, Number of work persons deployed, how many work persons hold VT Certificate, how many work persons undergone IME and type of medical coverage given to the work persons
- 36.10 The return shall be submitted quarterly (by 10th of April, July, October & January) for contracts of more than one year. However, for contracts of less than one year, returns shall be submitted monthly.
- 36.11 It will be entirely the responsibility of the Contractor/his Supervisor/ representative to ensure strict adherence to all HSE measures and statutory rules during operation in OIL's installations and safety of workers' engaged by him. The crew members will not refuse to follow any instruction given by Company's Installation Manager / Safety Officer / Engineer / Official / Supervisor/Junior Engineer for safe operation.
- 36.12 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.
- 36.13 Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the contractor.
- 36.14 The contractor shall have to report all incidents including near miss to Installation Manager / departmental representative of the concerned department of OIL.
- 36.15 The contractor has to keep a register of the persons employed by him/her. The contractor's supervisor shall take and maintain attendance of his men every day for the work, punctually.
- 36.16 If the Company arranges any safety class / training for the working personnel at site (Company employee, contractor worker, etc.) the contractor will not have any objection to any such training.
- 36.17 The health checkup 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.
- 36.18 To arrange daily tool box meeting and regular site safety meetings including pit level meeting and maintain records.
- 36.19 Records of daily attendance, accident report etc. are to be maintained in Form B, E, J (as per Mines Rules 1955) by the contractor.

- 36.20 A contractor employee must, while at work, take reasonable care for the health and safety of people who are at the employee's place of work and who may be affected by the employee's act or omissions at work.
- 36.21 A Contractor employee must, while at work, cooperate with his or her employer or other persons so far as is necessary to enable compliance with any requirement under the act or the regulations that is imposed in the interest of health, safety and welfare of the employee or any other person.
- 36.22 Contractor's arrangements for health and safety arrangement shall be consistent with those for the mine owner.
- 36.23 In case Contractor is found non-compliant of HSE laws as required Company will have the right for directing the contractor to take action to comply with the requirements, and for further non-compliance, the contractor will be penalized prevailing relevant Acts / Rules / Regulations.
- 36.24 When there is a significant risk to health, environment or safety of a person or place arising because of a non-compliance of HSE Measures Company will have the right to direct the contractor to cease work until the non-compliance is corrected.
- 36.25 The contractor should prevent the frequent change of his contractual employees as far as practicable.
- 36.26 The contractor should frame a mutually agreed bridging document between OIL & the contractor with roles and responsibilities clearly defined.
- 36.27 For any HSE matters not specified in the contract document, the contractor will abide the relevant and prevailing Acts / rules / regulations pertaining to Health, Safety and Environment.
- 36.28 Most of the above provisions are from the 10th conference Recommendation of safety in Mines.
- 36.29 Contractor should maintain T-Cards of all the persons at site for prompt counting of heads in case of emergency and other safety related issues.

37.0 MoEF [MINISTRY OF ENVIRONMENT & FOREST] GUIDELINES:

- i) Pre Hire inspection, safety meeting, tool box meetings, job safety analysis & audit shall be carried out to identify hidden/ potential hazards.
- ii) The Contractor shall take necessary measures to reduce noise levels at drill site providing mitigation measures, such as proper acoustic enclosures to the DG sets and meet norms notified by the MoEF.
- iii) The emissions of RSPM, SPM, SOX, NOX and HC & VOC from engines shall conform to the standard prescribed by SPCB. Regular monitoring of the ambient air for HC & VOC shall be carried out as per CPCB guidelines.

- iv) The Contractor shall strictly comply with rules and regulations with regard of handling and disposal of hazardous waste (Management & Handling) rules 1989/2003 wherever applicable. Authorization from SPCB must be obtained for collection/ treatment/ storage/ disposal of hazardous waste.
- v) The overall noise level in and around the plinth areas shall be kept within the standards by providing noise control measures including acoustic hoods, silencers, enclosures on all sources of noise generation. The ambient noise level shall conform to standards prescribed under EPA rules, 1989 that is 75 dBA (daytime) and 70 dBA (nighttime).
- vi) A separate environment management cell shall be set up to carry out environment management and monitoring functions.

38.0 WAIVERS AND AMENDMENTS:

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

39.0 INTEGRITY PACT: The Integrity Pact duly signed by authorized representatives of OIL and Contractor forms part of the Contract.

END OF SECTION - I

SECTION – II

SCOPE OF WORK/ TECHNICAL SPECIFICATIONS/TERMS OF REFERENCE

A. PREAMBLE:

1. TESTING PROGRAM:

OIL, KGB Project has planned to hire one (01 no.) Service Rig (Minimum 1400 HP Rig to be deployed for testing of wells up to 6000 Meters depth) with Manpower Services for a period of Six (6) months, extendable by another Six (6) months with same rates, terms & conditions in the Block in KG Basin Project, Onshore, Andhra Pradesh. OIL will have the right to deploy the hired Rig with Services at any location for Well Testing operation within the Capacity of the Rig. The Rig is primarily for KG Basin activities.

2. BLOCK AREA

The Work is to be performed Eastern India herein after referred to as the Contract Area in accordance with the drilling program.

The Block KG-ONN-2004/1 of 549 Sq.Km area has been awarded by the Ministry of Petroleum & Natural Gas (MOP&NG), Govt. of India, under its New Exploration Licensing Policy (NELP) round VI, to Oil India Limited (OIL), A Govt. of India Enterprise, for carrying out extensive & expeditious exploration for Petroleum & Natural Gas in the region. This 549 Sq.Km comprises of 511 Sq. Km on land area in the district of East Godavari, Andhra Pradesh (AP) and that of 38 Sq.Km in the district of Yanam, Puducherry (UT).

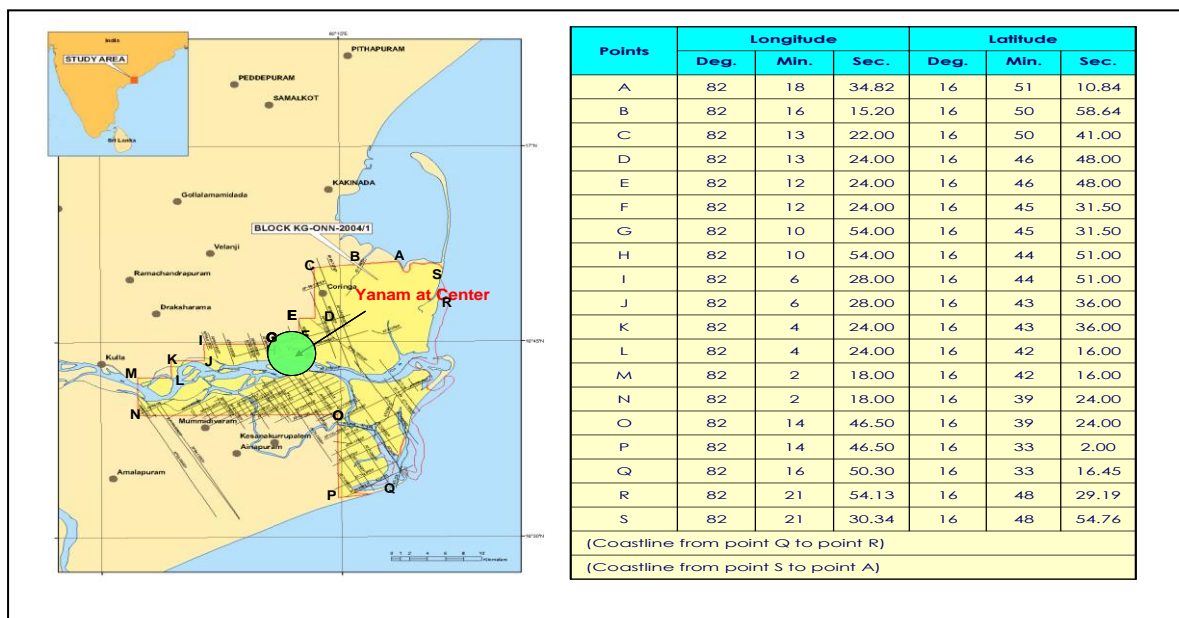


Figure-1a: The location of the Block KG-ONN-2004/1 in KG basin

3. COMMUNICATION TO THE BLOCK:

The communication to the Block KG-ONN-2004/1 is available through air, water, rail & road as given below:

1. Nearest Airport :

Vizag
: 180 Km

Rajahmundry
: 70 Km
2. Nearest Sea Port

Kakinada
: 15 Km
3. Nearest Railway Junction

Samalkot
: 20 Km

Kakinada
: 05 Km
4. National Highway: : NH-5

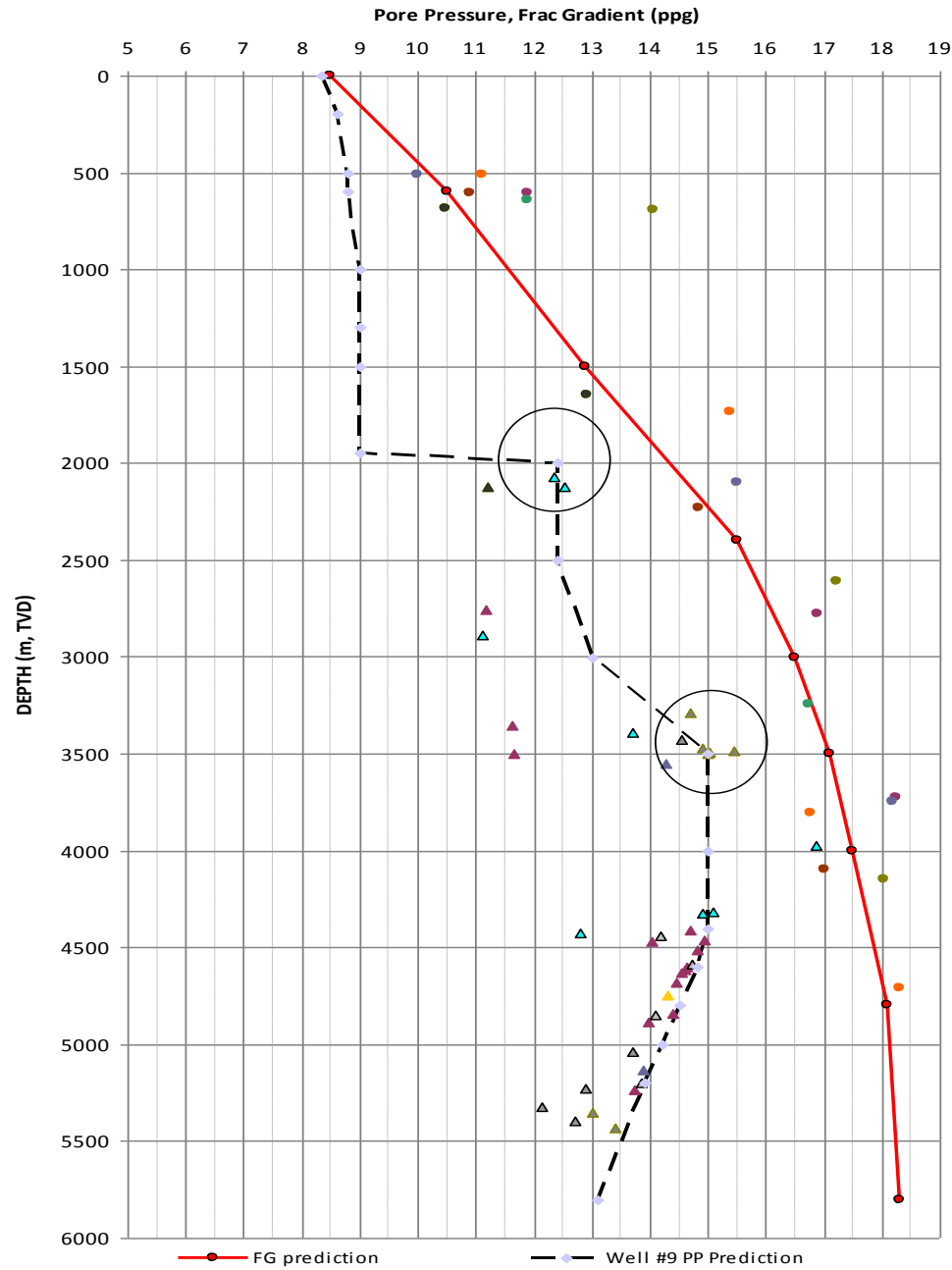
4. GENERAL CASING POLICY:

1. 30" x 20" x 16" x 13.5/8" x 11.3/4" (Contingent) x 9.7/8" (9.5/8") x 7" (7.5/8" Tie Back) x 4.1/2" (Contingent) x 3.1/2" Tubing.
2. Details of Casings & Tubing:

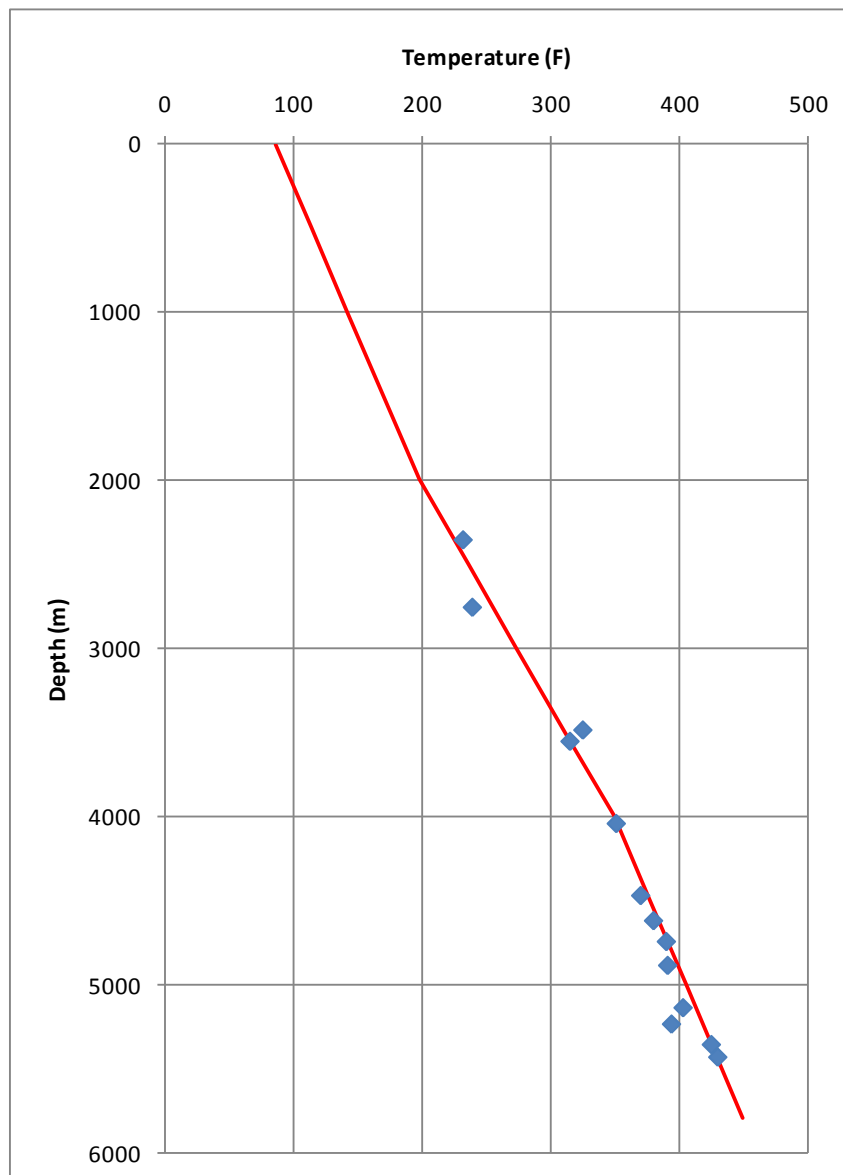
Hole Size (inches)	Casing Size (inches)	API Drift Dia. (inches)	Shoe Depth (meters)	Grade	Connection	Casing Weight (PPF)
	30	-	20	--	N/A	--
26	20	18.687	600	J-55	TSH ER (CT)	118.5
18 ½ (UR to 20)	16	14.823	2000	VM110SS-D	DINO VAM (CT)	84
14 ¾ (UR to 16)	13 ⅝	12.25	3250	TN-110 SS	513 (Flush)	88.2
12 ¼ (UR to 14)	11 ¾ Contingent Drilling Liner	10.625	4200	TN-110 HS	513 (Flush)	65
12 ¼	9 ⅞	8.5	4600	VM-110SS-D x P-110	VAM SLIJ-II (Semi-Flush)	65.3
X	9 ⅞	8.5		VM-110SS-D x P-110	VAM SLIJ-II (Semi-Flush)	53.5
8 ½	7.0 Production Liner	5.879	5800	SM-125TT	VAM TOP (T&C)	35
X	7 ⅝ Tie Back	5.876	4600	VM-95SS-D	VAM HP SC 76 (T&C)	59.2
5 ⅞	4 ½ Contingent Production Liner	3.515	6000	Q-125	VAM TOP (T&C)	18.9
X	3 ½ Tubing	2.423	X	T-95	TSH 533 (Integral)	15.8

X	3 ½ Tubing	2.423	X	SM-95S	VAMTOP (T&C)	15.5
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5. Anticipated Pressure Profile



6. Anticipated Temperature Profile



Note: Surface circulating temperature could go as high as 150 deg F for the deepest completion operations. Downhole circulating temperature could be close to 430 deg F depending on circulating rates.

During well testing, flowing wellhead temperatures could go upto 320 deg F.

B. Scope of Work:

- To provide complete Rig and equipment conforming to the broad and general standards as mentioned in the Technical Specifications of the Tender Document.
- To provide capable and experienced Rig Crew Personnel in accordance with the list provided in the Tender Document.

- c. To take up the Scope of Work to be carried out in accordance with the various articles including schedule of responsibilities of the Tender Document and to take up the jobs related to testing and completion of the wells.
- d. To take up the following jobs:
- i. Coordination
 - ii. Planning
 - iii. Liaison
 - iv. Reporting
 - v. Material Handling
 - vi. Monitoring
 - ✓ Operation
 - ✓ Safety
 - ✓ Environment
- e. **Inspection of the Rig:** Company will accept the Service Rig Package only after third party inspection through internationally reputed third party inspector agency [MODUSPEC/Oilfield Audit Services Inc/DNV/BV/ABS/LLOYDS] at their own cost as per tender specifications and in presence of OIL's representative. The inspection agency shall carry out rig health assessment. In case any deficiencies are found during inspection, the same to be rectified to satisfaction of the third party inspection agency. Contractor shall give 15 days' advance notice to OIL in this regard. The Contractor must submit the certificates from the third party agency prior to mobilization.

1.0 TECHNICAL SPECIFICATIONS OF RIG

Item	Functionality and Minimum Performance Requirements for Service Rig
Rig Type	<p>1400 HP(minimum) AC/SCR or AC/VFD_Service Rig. Must be in accordance with design specifications of API 4E/4F, equipped with single drum draw-works or double drum draw-works with the provision for power system catering the full load requirement and rotary table for Service of the wells of depth up to 6000 Meters. The Rig shall be equipped with suitable racking arrangements and complete tackling system to handle required load.</p> <p>In case of 4E mast & substructure, the same shall be recertified to CAT-IV as per API RP 4G by authorized third party agency.</p> <p>Rig shall be able to operate at ambient temperatures of 50° C, with sound proofing as required by Indian Law. Entire rig package must be compliance with all statutory safety & regulations and Oil Industry Safety Directorate of India (OISD) standards.</p> <p>Rig shall have Emergency hooter, Emergency shut-off system (Both Electrical & Air Shut-off) & Emergency Alarm at driller's panel.</p>

Mast	<p>Mast and substructure shall be capable of handling 3 ½” tubing including full set back and clear height as required and capable of stood back stands of double tubing and equipped with tong counter weight, fall prevention device etc. The mast shall have top men emergency escape devices.</p> <p>Dynamic Wind Load Capacity with full pipe set back and all wind guy lines properly installed shall be minimum 80KMPH.</p> <p>Lighting fixture shall match API specification and the mines Act, 1952 and its subsequent amendments and Oil Mines Regulation1984.</p> <p>Sufficient lighting to permit 24 hours of operation. Lighting specifications will meet the regulatory requirements including explosion proofing for hazardous locations in the well site.</p>
Sub-structure	<p>i) Sub-structure shall have minimum capacity of 750kps of tubing load for the well and an area capacity to accommodate setback of 6000m of 3.5” tubing and complete with V-door ramp, catwalk, tong back up posts, dead line anchor support with load cell, hand rails, stairs, air winches etc.</p> <p>ii) Clear height under the working floor must be 24 feet+ and be able to accommodate all BOP stack- ups including for completion operations. <u>See attached wellhead and Required BOP Diagrams.</u></p> <p>iii) Contractors must demonstrate that the proposed 15K BOP will fit in below the proposed substructure height given the wellhead dimensions.</p> <p>iv) CellarDimension:4m(Length) x 4m(Breadth) x 3m(Deep)</p>
Power Generation	<p>Provide sufficient power capability to handle the Contractor’s equipment and third party requirements for the Service Unit, its ancillary equipment including that of other contractors and the rig site camp, complete with sufficient fuel storage and suitable transmission system.</p> <p>The above power pack shall conform to IP 55 protection as per Indian standards for the outdoor equipment, Power pack and Control PCRs viz. SCR/VFD house including MCC house to be placed outside hazardous area i.e. at a distance of 32mtrs. (minimum) from the well center.</p> <p>All Drilling motors shall have blowers with suitable ducting & filter system.</p> <p>Rig should be equipped with adequate nos. of Rig Air Compressor, Air receiver, air dryer, safety relief valve, condensate trap etc.</p>
Hoisting	<p>750 kips minimum Hoisting Capacity for the 350 T mast, blocks, swivel etc.</p>

	The hoisting equipment should be as per API Spec. 8A/8C and equipped with crown & Floor saver.
Mud Pumps	<p>Two numbers of Triplex, single acting mud pumps (minimum 760HHP), each capable to pump 260 gal/min at 5000psi, driven by suitably rated independent drive diesel engines / electrical motors with single skid, having spark arrestors and remote shut-off (from driller console), complete with cooling system are to be equipped with following :</p> <p>Supercharging pumps, standpipe, mud manifold complete with rotary & vibratory hoses 5000 psi WP – compatible with the TDS and swivel.</p>
Top Drive	<p>Min 250 ton rated static load capacity and 175 Ton API bearing rating at 100 RPM(Min).</p> <p>Continuous Torque Rating: 21,400 ft-lb</p> <p>Maximum Connection B/O Torque 32,000 ft-lb</p> <p>Cooling system to operate in 50 deg C ambient temperature.</p> <p>TDS should have IBOPs of 15,000 psi.</p>
Master Bushing	Master Bushing compatible with offered 27½” Rotary Table, complete with bit breaker plate and one split type master bushing.
Swivel	Swivel should be fitted with standard bail, wash pipe packing assembly, goose neck hose, connection union for API rotary hose, having minimum 250 Ton rated static load capacity and 175 Ton API bearing rating at 100 RPM. Rated for 5,000 psi.
Kelly & Kelly Bushing	Hexagonal/Square Kelly 3”/2 ½” sizes (OD) having 40’ length along with pin insert Kelly bushing compatible with master bushing.
Kelly Spinner	One Kelly spinner, air operated with all standard Rig up accessories for installation. The spinner is to be compatible for left and right rotation.
Kelly Cock	<p>Upper Kelly Cock, 15000 psi WP having LH regular thread connections compatible with Swivel and Kelly.</p> <p>Lower Kelly Cock, 15000 psi WP having matching thread with tubing [TENARIS 513 (Integral) & VAM TOP (T&C)]</p>
Kelly Saver Sub	Kelly Saver Sub compatible to Kelly connections to be provided.
Rotary table	<p>Rotary table as per API Spec. 7K with minimum 17.1/2” opening, complete with all the accessories.</p> <ol style="list-style-type: none"> Master bushing (1 no. either solid and split type) to suit the Rotary table. Suitable API insert bowls whichever is applicable for casing sizes indicated in Casing Policy.

	<p>iii. Bit breakers & adapter plates to suit above master bushing / Rotary table.</p> <p>iv. All sizes of lifters and handling tools for bushings & inserts.</p>	
Mud Tanks and Circulating System	<p>Active System:</p> <ul style="list-style-type: none"> ○ Minimum 1325 bbls of active tank volume ○ 01 no. shaker tank with compartments minimum 450 bbls capacity ○ 01 no. suction tank with compartments minimum 450 bbls capacity ○ Settling tanks comprising of sandtrap, Desander-Desilter and Degasser with compartments minimum 300 bbls capacity ○ 01 no. Pill/Slug tank 75 bbls with ability for suction and mixing ○ 01 no. Trip tank 50 bbls equipped with independent centrifugal pumps for hole fill with trip measurement facility ○ Two mixing hoppers run by electric centrifugal pumps, the ability to mix bulk materials such as bulk barite or big bags, ability to mix into any of the suction/settling tanks, mixing system should be able to handle fluids up to a density of 19.5 ppg. ○ Jet shearing device-one no ○ All active tanks should be equipped with agitators and mud guns <ul style="list-style-type: none"> - Reserve capacity of 1500 bbls with the ability to independently transfer mud from reserve to active and back. - Vacuum type degasser with 1200 GPM capacity. Must comply with AEUB IRP 1. - The rig and its equipment will handle any type of liquid fluid systems, as a minimum, in accordance with the regulatory requirements in the Contract Area. - Tanks should utilize a tarp or canopy system. - Shale sloop of each shale shaker. - The circulating system must be capable of 5000 psi pressures. - Rig must be capable of handling and mixing Big Bags. - Catch pans must be installed under the rotary table and a mud can must be included for connections - All HP lines to be designed and constructed in accordance with ANSI B31.3, API 1104, ASME IX or equivalent standard. - All tanks which are used to process brine and/or sour well effluent will be internally coated appropriately. 	

	<ul style="list-style-type: none"> - Contractor shall ensure compatibility of any elastomeric seals including the effect of any fluid or substance that elastomer seals may be exposed to at circulating temperatures. <p>NOTE: <i>Provision for suction of mud from any of the reserve tanks with either of the mud pumps should be kept. The mud tanks should have provisions for erecting covers to protect against rain etc.</i></p>	
Storage Tanks	<ul style="list-style-type: none"> - Water System: minimum 900 bbls for fresh water storage - 01 no. additional Gauging water tank of minimum 320 bbls with agitators and pumping/transfer facility for cementation purpose - Fuel tanks: minimum 5 days fuel usage - Separate Closed Top Storage for effluent fluid containing H₂S: minimum 1200 bbls. Working pressure should be minimum <u>10 psi to push vent gas to flare stack.</u> - Closed Top storage tanks containing sour well effluent or sour gasified fluids must: <ul style="list-style-type: none"> o Be electrically grounded and bonded. o Be purged of Oxygen prior to storing sour fluids. o Have mechanical gauge for gauging tank level. o Be equipped with connections for circulating the tank to add scavengers and for unloading. o Have a flame arrestor installed on the storage tank vent line at the base of the flare stack. - Contractor to supply all required surface lines, manifold(s), and pumps for fluid transfer between active system, rig tanks, and storage. - All tanks which are used to process brine and/or sour well effluent will be internally coated appropriately. - Contractor shall ensure compatibility of any elastomeric seals including the effect of any fluid or substance that elastomer seals may be exposed to at circulating temperatures. <p><i>Note: All components of circulating system which are subject to sour well effluent or brine completion fluids must be sour service rating and Nace MR0175 minimum material standard.</i></p>	
Handling Tools	<ul style="list-style-type: none"> • Handling tools for all Work strings and BHA's with backups. • Handling tools for all completion operation including 5 ½", 5" Drill pipe, 4 ¾" Drill collar and 3½" & 2 7/8" tubing test string as indicated in 4.2 above and all drill pipe/collars including: • Slips for tubular OD of 2.7/8", 3.1/2", 4.3/4", 5", 5.1/2", 6.1/2", 8" 	

	<ul style="list-style-type: none"> • Elevators for tubular OD of 2.7/8", 3.1/2", 4", 4.3/4", 5", 5.1/2", 6.1/2", 8" <p>Note: For 2.7/8" and 3.1/2" tubing, both type of elevator is required i.e. slip type and non-slip type</p> <ul style="list-style-type: none"> • Lifting plugs for 2.7/8" EUE, 3.1/2" EUE, 3.1/2" TSH 533, 3.1/2" Vam Top, 3.1/2" NSCT ○ 200 Ton minimum rating for Elevators (including 5 1/2" bottleneck elevator), long type elevator links, pneumatic slips ○ safety clamps for tubular sizes 2.7/8", 3.1/2", 4.3/4", 5", 5.1/2", 6.1/2", 8" ○ Full opening stabbing valves, 15000 psi WP ○ Manual Tongs to handle above tubulars of sizes 2.7/8" to 8" size with pipe backups and line pull indicator. ○ Sufficient X-overs to make up standard string configurations with contractor's drill string with backup. ○ Hydraulic tongs with air operated back-ups ○ Stabbing guides. ○ Pipe dope for drill pipe and tubing as required per manufacture recommendation for premium threads and wellbore temperature ○ Thread cleaners for the premium connections (Only fresh water or cleaning solvent which leaves no residue when mixed with water should be used to clean the connections. Diesel or oily solvents are not acceptable) ○ Pipe Racks to handle 2 strings of pipe, i.e. 3 1/2" DP and 3 1/2" Test String <p><i>Note: Bidders to provide full details of Handling tools with the Bid.</i></p> <p><i>Note: Contractor shall ensure compatibility of any elastomeric seals including the effect of any fluid or substance that elastomer seals may be exposed to at circulating temperatures.</i></p>
Additional Equipment	<p>Circulating valve for all of contractor's and company's string with 2" 1502 Weco connection.</p> <p>Circulating nipple with valve for 3.1/2" completion string.</p> <p>Float subs for drill collar (H2S service).</p> <p>Float valves (H2S service).</p> <p>Inside BOP for drill pipe rated to 15,000 psi WP (H2S service).</p> <p>Kelly cocks, upper & lower rated to 15,000 psi WP (H2S service).</p> <p>Full opening stabbing valves rated to 15,000 psi (H2S service) with x-overs to 3 1/2" 15.8 # Tenaris Wedge 533, 3.1/2" 15.5 ppf VAM Top Tubing & 4 1/2" 18.9 # Vam Top</p>

	<p>Pump in connection for top of stabbing valve</p> <p>Lifting handles or slings for the stabbing valve.</p> <p>Casing scrapper to run inside 7", 9.5/8" casing.</p> <p>Drift gauges of various sizes for all size of tubulars</p> <p>Drill collar safety clamps</p> <p>Cellar Pump</p> <p>Rig Washer</p> <p>Bug Blower</p> <p>Sound level meter & calibrator</p> <p>Air pumps</p> <p>Welding & cutting machine.</p> <p>Poor boy swivel</p> <p>Warehouse, utility house, dog house and bunk houses for accommodation.</p>
Drill Collars	<ul style="list-style-type: none"> • The minimum amount of inspected drill collars that must be immediately available on location during the testing operations: • 45 joints of 4 3/4" , NC-38 spiral drill collar(s)
Drill Pipe	<ul style="list-style-type: none"> • New or premium class drill pipe that is inspected for DS-1 Category IV/V standard. ID coating of minimum 80% is required for protection from brine. Vintage of the drill pipes not more than 15 years. External pipe body should be free from scales, fatigue cracks and fittings. Bidder shall carry out NDT at site as and when asked by OIL during operation, cost of the same shall be borne by the bidder. The minimum amount of inspected drill pipe that must be available all the time on location during the completion operations: • 3.1/2" Drill Pipe (NC-38), 15.5 ppf, G-105 or S-135 minimum 5000 m. • 3.1/2" Drill pipe Pup joint of various lengths (same as 3.1/2"drill pipe grade), cumulative length – 25m+. • 5" (4 1/2" IF), S-135 Drill pipe -03(three) nos • 5" (4 1/2" IF) S-135 Pup joint of various length – 6 nos, Cumulative length – 30m
Heavy Weight Drill Pipe	<p>Minimum 33 joints x 3 1/2" OD, NC-38, 29ppf with sufficient back up, inspected as per DS-1 Category 3 service, Heavy Weight drill pipe on location. Range 2 (27-30ft)</p>
Fishing Tools	<p>Bidder shall include all tools but not limited to the following, to fish Contractor's string/tools as well as company's string i.e. 3 1/2" 15.8 # Tenaris Wedge 533 tubing/15.5# VAM TOP & 4 1/2"</p>

	<p>18.9 # Vam Top tubing/</p> <p>All the fishing tools shall be able to work inside casing in 9.7/8" / 9.5/8" casing/ 7.5/8"/7" liner. A detail list of fishing tools to be provided by the bidder along with the bid.</p> <ol style="list-style-type: none"> 1. Fishing Jars – 2 Nos. 2. Overshots to work inside 9.5/8" and 7" (5.879" drift dia) liner with various basket and spiral grapples, oversized lip guide etc. 3. Junk subs 4. Fishing Magnets 5. Impression Blocks of various sizes 6. Flat bottom Mills of various sizes 7. Junk Mills 8. Wire line Grab to work inside the tubulars. 9. Sufficient quantity of ITCOLLOY, TINNING ROD & BRAZING FLUX to be kept in stock to dress worn out mill or shoe as and when required. The same will be at the cost of contractor. 10. RCJB for working inside 7" casing. 11. Circulating heads for drill pipes and tubings with various crossovers to the above mentioned tubulars. 12. Casing spears for 9.5/8" casing and 7" casing. 13. Cross overs to connect to all the types of tubulars
Air / Hydraulic Winches	<ul style="list-style-type: none"> - Rig floor winch - Monkey board winch - Man-riding winch - Utility winch - Hydraulic Winch
BOP, Accumulator, Choke & Kill manifold	<p><u>WELL CONTROL EQUIPMENT</u></p> <p>All BOP and Accumulator requirements and procedures will meet API 6A/16A/16C/RP53/RP68 and OISD-RP-174 requirements for critical sour operations.</p> <p>BOPs must be of HYDRIL/ CAMERON /NOV (SHAFFER) / WOM / FMC Technologies / Control Flow only.</p> <p><u>BOP stack-up must meet the configuration as shown in the following schematics. The cellar dimension is 4m x 4m x 3m (L x W x Depth)</u></p> <ol style="list-style-type: none"> Annular Blow Out Preventer: Annular BOP 11" x 10000 PSI working pressure and rated to 180⁰ F including all standard accessories. Ram Type Blow out Preventer:

	<p>i) Double Ram BOP, 11" x 15000 PSI working pressure, hydraulically operated with auto self-locking systems, fitted with set/sets of pipe rams for tubular OD sizes in between 3 ½" & 5 ½" and 1 set of blind cum shear ram, two 15000 PSI working pressure top and two 15000 PSI working pressure bottom side outlets including all standards accessories.</p> <p>ii) Single Ram BOP, 11" x 15000 PSI working pressure, hydraulically operated with auto self-locking systems fitted/backup with variable sizes of pipe rams as mentioned above (b. i.).</p> <p>iii) <u>All Ram BOPs to be equipped with high temperature elastomers suitable for 250⁰ F continuous service and a minimum 1 hour service at 350⁰ F. Stripping operation may be carried out depending upon the testing operation. Bidder is to fix new set of sealing elements (Annular BOP) when installed first, also to keep backup sealing element for emergency requirement without any financial implications due to this.</u></p> <p>c. High Pressure BOP Stack Valves (Kill Valves): 2- 1/16"/ 3.1/16" x 15000 PSI Working Pressure, hydraulically operated gate complete with manual override – 1 No.</p> <p>d. Drilling Spool: One flanged drilling spool below BOP with flanged choke and drill lines installed on either side rated to 15,000 psi with check valve.</p> <p>Working spool outlets must include full opening gate valves to serve as primary control. The kill side shall include a primary valve and a check valve, while the bleed off line shall have a primary and a secondary (back-up) valve. The valves shall be rated to a working pressure equal to or greater than the BOP.</p> <p>e. Companion flanges of appropriate sizes and numbers and suitable for all kill, choke, check valves and lines etc.</p> <p>f. High temperature Ram Elastomer Temperature Rating 350°F (1 hour test). API guidelines for Selecting Elastomeric Seals shall be used to select BOP elastomers.</p> <p>g. All BOP components and attachments shall be constructed of materials that meet NACE MR-01-75 sour service standards</p> <p>h. Stabbing Valve (FOSV)</p> <ul style="list-style-type: none"> - The stabbing valve shall be a NACE full-opening valve with the proper threads to mate to the completion string thread (3 ½" 15.8 # Tenaris Wedge 533, 3.1/2" 15.5 ppf VAM TOP Tubing & 4 ½" 18.9 # Vam Top) in use. The minimum
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	<p>internal diameter must be equal to or larger than the completion string in use.</p> <ul style="list-style-type: none"> - The stabbing valve must have a pressure rating equal to or greater than the BOP pressure rating (15000 psi WP). - One stabbing valve is required to shut off the completion string bore in case of a well flow or to secure the well. The valve is not to be used as a working valve. - The stabbing valve is to be stored in an area immediately accessible to the wellbore. It is to be left in the open position. The valve must be kept clean, properly maintained and ready for use. - Bidder to arrange for proper crossover or threads to connect FOSV to tubing. <p>i. Lighting: Lighting must be adequate to ensure complete visibility of well control systems (As per OISD-GDN-166, IS 3646 – Part II. eg. – for BOPCU-50 Lux). The lighting must be suitable for hazardous areas and at least be suitable for transient vapour exposure. Safety seals must be properly maintained. Emergency lights are recommended to illuminate working floor exits and building exits. Light fittings, used inside hazardous area, shall have valid DGMS approval for use in oilfields.</p> <p>j. Inspections: Daily visual inspection of BOP components for leaks is required. Function tests are to be conducted regularly (as per regulatory requirements). Where a BOP system is found to function improperly an immediate thorough inspection, repair and retest is required.</p> <p>k. Choke and Kill Manifold System requirements (API 16C/RP53):</p> <p>The manifold must-</p> <ul style="list-style-type: none"> • Conform to the minimum design requirements set out in Schedule 10 of ERCB Dir 37. • Have a working pressure rating of 15,000 psi. • Be equipped with valves to allow flow to be directed to the tubing, annulus, or rig tank. • Include a check valve to prevent back-flow to the rig/kill pump. • Be equipped with a gauge and suitable fittings to accurately measure pump pressures. • If equipped with an adjustable choke, have provisions made (upstream of the choke) for the installation of a gauge in order to maintain proper circulation pressures. • Be equipped with a pressure relief device, on the pump discharge, to prevent over pressuring of the circulation system (AOH&S regulation 202 requires the discharge line should be secured).
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	<ul style="list-style-type: none"> • The Completion Rig pump manifold shall not be used as the well control manifold with sour fluids. • Choke & Kill assembly of min. 2-1/16" 15000 psi WP, with: <ul style="list-style-type: none"> ○ Two remotely operated hydraulic choke with position indicator, 15000 psi WP ○ Two manually adjustable choke 15,000 psi WP ○ Gate valve, block crosses, tees, pressure gauges & Transmitters as necessary ○ Check Valves for Choke & Kill lines, 15000 psi WP ○ Other Accessories as required to prepare the system as per API RP53 / IRP 2 for HPHT Sour completion operations ○ Bleed off and kill lines shall be of minimum 2.1/16" lines throughout. <p>1. Maintenance as per API/OISD</p> <ul style="list-style-type: none"> - BOP systems must be shop serviced and overhauled every five years. (Every five years with Service Certification by OEM or OEM Certified and API SPEC 16A certified shop). - Whenever the main flanges or any primary well control component are disassembled, the ring gaskets must be replaced with new gaskets. <p>Note:</p> <ol style="list-style-type: none"> 1. All adapter flanges (Deemed 'Loose Connector' under API 6A) must be hydrostatic body tested to the same specifications as required under API 6A for Wellhead Equipment. 2. Contractor shall supply BOP inspection certifications for all components prior to mobilization. Company may request re-testing of BOP components prior to mobilization. 3. BOPs shall be certified / recertified by OEM. BOPs shall be recertified by OEM/OEM authorized agency for "Fit-for-purpose" certification in conformance with API 16A if BOPs are 5 years old or more. Similarly, recertification will be required before completion of 5 years periodicity. 4 Other well control equipment shall be inspected/maintained/certified as per respective OEM guidelines. <p>m. Testing as per API/OISD</p> <ul style="list-style-type: none"> - Prior to installation of BOPs, pressure testing of all components shall be carried out for 15 minutes each at 15,000 psi. <p>n. Records and Enforcement:</p>
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	<ul style="list-style-type: none"> - All contractors supplying BOP equipment shall maintain documentation pertaining to equipment material certification, testing, repair and maintenance. This data shall be available for review by the operating company and applicable regulatory body as required. Diagram of the BOP stack must be available at the Doghouse. - Where such records are not available for the equipment, the equipment must be certified prior to use. Re-certification must be acceptable to the applicable regulatory body and the operating company. <p>o. Function/Pressure Testing as per API/OISD</p> <ul style="list-style-type: none"> - The primary well control components, with the exception of the shear ram, shall be functioned daily provided it is operationally safe to do so. All function/pressure tests and BOP drills are to be recorded on the tour sheet. - Details of shear ram operation must be posted in the dog house when shear rams are in service, in addition to the standard well control procedures. - On critical wells, BOPs shall not be used for any function other than well control. <p>p. BOP Accumulator Unit : BOP Accumulator unit conforming to API 16D, skid mounted consisting of :</p> <ul style="list-style-type: none"> - Separator type accumulators – Adequate nos. of bottle required. <u>To be calculated as per configuration. Bidder to provide detail calculation sheet along with Bid.</u> - One (1) Plunger pump, driven by electric motor, pump capacity will meet API requirement and standard industry practice. - Air operated pumps to operate with maximum air supply capacity air will meet API requirements and standard industry practice. - All electrical items shall be suitable for use in hazardous area, zone-1, Gas Group I & II. Electric motor, cables and motor starter of BOP control unit shall have valid DGMS approval for use in oil fields. <p>- Accumulator Sizing:</p> <ul style="list-style-type: none"> • The accumulator sizing must meet all requirements for operations and sizing as per API/OISD. • In addition to the required BOP stack, the accumulator shall be sized to either operate the required BOP as per applicable regulatory requirements, or shear the completion string without recharge, whichever is the greater volume, • Accumulator sizing calculations must be completed during the initial inspection of a rig when an annular preventer is in
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	<p>service.</p> <ul style="list-style-type: none"> • The accumulator reservoir shall be vented outside and the vent line must be accessible for handheld H2S monitoring. • Equipped with high pressure manifold valve to operate shear rams <ul style="list-style-type: none"> - PLC based / Remote air operated control panel (2 nos) for operating the unit from the drill floor, near TP/NTP office, complete with the all standard accessories, air hose, handle, junction boxes etc. as per OISD standard latest edition. - Accumulator bladders charging and gauging assembly. - Necessary high pressure hoses and chickens piping to connect accumulator unit to the BOP stack. - Hydraulic Lines: <ul style="list-style-type: none"> • All hydraulic BOP control lines shall be tested to the maximum operating pressure of the accumulator system for 5 minutes prior to commencing operations. • Hydraulic lines must be fire sheathed (protected) for a minimum of 7 m horizontal distance from the wellbore. • Hydraulic hose couplers within 7 m of the wellbore must be “Lock-Type” couplers or “Hammer Union” type. - Certification: All metallic BOP components which may be exposed to sour effluent must be certified as being manufactured from materials meeting the requirements of NACE MR0175, latest edition. <p>q. BOP Test Stump: One number Test Stump of 15M rating</p> <p>r. BOP Testing Pump Unit: 20M working pressure with recorder charts.</p>
Kill Pump and Kill Tank	<p>Diesel engine driven Kill Pump / twin engine driven cementing unit having spark arrestor with manifolds, discharge lines (Min 50 mtrs), rated NRV and return lines must have a working pressure equal to or greater than the working pressure of 15,000 psi (equivalent to the Christmas tree) and capable of pumping maximum 05 bbl/min. with Back up pump.</p> <ul style="list-style-type: none"> - One Kill Tank of 200 bbl capacity with agitator facility, capable of using 19ppg kill fluid weight (mud/brine). Kill pump will be placed at a safe distance of minimum 150ft from well head with bleed valve, NRV, T-joints connections etc. Contractor to provide sufficient chickens lines accordingly. - Circular Chart recorder / digital recorder with printout facility for recording pressures during pressure test etc.
Hydraulic	To tighten Well head studs of various sizes including sockets for

Torque Wrench	3.1/2", 3.1/8" nut size, maximum operating torque of 3500 ft-lb.
Cold cutting services	For cutting 9.7/8", 65.3ppf ; 7", 35ppf ; 7.5/8", 15.2ppf casings.
Rig Instrumentation	<p>Rig must be outfitted with instrumentations and data acquisition systems having the following.</p> <ol style="list-style-type: none"> 1. Hook loads, 2. Rotary Torque, 3. Pumping rates (SPM), 4. Pressures (in psi) etc. 5. RPM gauge 6. Tong Torque gauge <p>Well site data must be able to be viewed real-time by both the Calgary and Kakinada operations teams. Rig instrumentation to include the following:</p> <ul style="list-style-type: none"> • Continuous Total Gas System including H2S alarm system, capable of detecting 10 ppm H₂S. Alarm must have the ability to be heard around the site. (Sensors at minimum 3 stations/locations viz bell nipple/wellhead, rig tanks and separator/other hazardous areas around wellsite are required. These sensors should be able to send signals to control units for visual and audible low and high H₂S alarms. Additionally, a minimum of 3 H₂S monitors[portable /battery operated] need to be used by personnel working around wellsite, which should be able to independently sound H₂S alarms.) • Training is required for use and for maintenance of the H₂S monitors for all personnel who handle the equipment. • Minimum of 3 stations for rig use plus 3 monitors for company use.
Rig Communication	<ul style="list-style-type: none"> - Minimum of 8 explosion proof handheld radios (including one each for oil company man, tool pusher, driller, derrick man etc. – as operations dictate). Necessary license to be arranged by the Rig Contractor. - Satellite or other locally available internet communication.
Heavy Equipment	<p>As a minimum, contractor shall supply</p> <ol style="list-style-type: none"> i) Forklift or frontend loader with appropriate forks for pipe handling etc. ii) Hydra for handling equipment and chemical 1 MT jumbo bags. iii) One 50 T crane. iv) One 10 T or greater flatbed truck.
Rig Offices/ Accommodation	Office Bunk house for Company Representative and Company's Consultant with all office furniture, computer, printer, photocopier & internet and other facilities with attached toilets - 1 No.

	<p>Accommodation for 12 (twelve) Company's Personnel (including third party) at <u>Wellsite</u>:</p> <p>Twin seater accommodation for Company Representative and Installation Manager with two attached bath & toilet with all necessary furnishings: 1 no.</p> <p>Twin seater accommodation for Company's Consultant with two attached bath & toilet with all necessary furnishings: 1 no.</p> <p>Four seater accommodation for Company's Production, Geologist/Reservoir Engineer, Chemist and Representative of DGH with two attached bath & toilet with all necessary furnishings: 1 no.</p> <p>Four seater accommodation for DST Service personnel with two attached bath & toilet with all necessary furnishings: 1 no.</p> <p>Standard Accommodation for 16 (sixteen) Company's personnel/third party service personnel at <u>Base campsite</u>.</p> <p>Four seater accommodation for emergency with two attached bath & toilet with all necessary furnishings: 3 nos.</p> <p>Twin seater accommodation for Production Service personnel with two attached bath & toilet with all necessary furnishings: 2 nos.</p> <p>Recreation room with satellite TV and other standard amenities to be provided at site and camp.</p> <p>Laundry unit with attendant service as per standard international practice at site and at camp.</p> <p>The Bidder shall bring light and easily transportable dwelling units for camp establishment. Bidder may hire Hotel/ individual house for Base camp.</p> <p>All units including those to be used as office and accommodation shall 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 Bidder. The Bidder shall be solely responsible for keeping the entire camp area and well site neat, clean and hygienic.</p> <p>About 30 m x 30 m of area is to be demarcated for placement of above living bunk houses for OIL's personnel. The area is to be properly leveled with suitable drainage system, fenced (with XPM / barbed wire fencing) and well protected with Iron Gate.</p> <p>Cooking may not be allowed in all well sites. Bidder will have to arrange for providing food at well site in such instances.</p>
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Electrical/ Lighting	<p>Sufficient lighting to permit 24 hours of operation. Lighting specifications will meet the regulatory requirements including explosion proofing for hazardous locations in the Contract Area.</p> <p>i) Generation and supply of electrical power for running the entire operation and for various uses in the camp and well site shall be done by the contractor. Provision shall be made for standby generators both at camp & well site to ensure uninterrupted supply of electricity. Supply of electricity to Company's or Company's hired equipment which operate on electric power shall also be the Contractor's responsibility at their cost. The contractor must provide facility for running all electrical equipment of OIL & their own both at 50Hz and 60Hz capacity wherever they are applicable.</p> <p>ii) Each outgoing feeder for motor, lighting etc. shall be provided with earth leakage protective device so as to disconnect the supply instantly at the occurrence of earth fault or leakage of current. [CEA(Measures relating to safety and electric supply) Regulation,2010; Regulation no.42]</p> <p>iii) Power supply to the lighting circuit shall be from <u>phase-to-phase</u>, 230volt, 50Hz (or 60 Hz). [CEA(Measures relating to safety and electric supply) Regulation,2010; Regulation no.102]</p> <p>iv) For Lighting transformer, neutral conductor of 3-phase, 4 wire systems and the middle conductor of a 2 phase 3 wire system shall be earthed by not less than two separate and distinct connections with a minimum of two different earth electrodes or such large number as may be necessary to bring down the earth resistance of neutral to a satisfactory value. [CEA(Measures relating to safety and electric supply) Regulation,2010; Regulation no.41]</p> <p>v) The neutral system should be such that, the fault current shall not be more than 750mA in installations of voltage exceeding 250V and up to 1100V for oil fields. The magnitude of the earth fault current shall be limited to the above value by employing suitable designed restricted neutral system of power supply. [CEA (Measures relating to safety and electric supply) Regulations, 2010; Regulation no.100]. NGR system shall be complete with monitoring and alarm facility for earth fault current as well as failure of NGR</p> <p>vi) Lighting system shall include adequate lighting arrangement for mast, rig floor, mud tanks, water tanks, area lights etc. and shall be complete with proper fixing arrangements, poles etc. FLP type enclosures shall be used for lights installed in hazardous area and these light fittings shall have valid DGMS approval.</p> <p>vii) All electrical equipment such as motors, cables, light fittings, push button stations, plug & sockets, junction boxes, motor starters etc. installed in hazardous area shall</p>

have valid DGMS (Directorate General of Mines Safety, India) approval for use in oilfields. DGMS approval should be engraved/marked on the name plates/body of such equipment. (Oil Mines Regulations 1984; Regulation nos. 73 & 75).

All electrical equipment should be FLP type and certified by CIMFR/ recognized laboratory of country of origin for use in Oilfields hazardous areas, zone 1 and zone 2, Gas Groups 2A and 2B

Bidder shall provide copies of such approvals along with technical bid. In case approval for any or all electrical equipment is not available at bid submission stage, the bidder shall arrange for all such equipment to be CIMFR/ recognized laboratory of country of origin certified and submit such approval copies to OIL. Permission for deployment of the rig shall be withheld unless such approval is received.

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

viii) The metallic frame/body/enclosure of every electrical equipment (viz. generators, transformers, motors, PBS, starters, junction boxes etc.), PCR, Diesel tanks, Mud tanks, Mast, bunk houses etc. shall be earthed by two separate and distinct connection with earth. [CEA(Measures relating to safety and electric supply) Regulation,2010; Regulation no.41]

ix) Double compression FLP cable glands shall be used at cable terminations in hazardous areas.

x) Cables shall be laid properly, supported by cable trays/metallic poles to prevent from any mechanical damage/injury.

xi) Insulating mats conforming to IS-15652:2006, of appropriate voltage shall be provided in front of every electrical panel for the safety of operating personnel. [CEA(Measures relating to safety and electric supply) Regulation,2010; Regulation no.19]

xii) Danger boards/notices, with a sign of skull & bones designed as per IS-2551, shall be fixed on the enclosure of each electrical equipment viz. motors, generators, transformers, starters etc. [CEA (Measures relating to safety and electric supply) Regulation,2010; Regulation no.18].

xiii) Intrinsically safe type Insulation tester shall be used for measurement of IR value of equipment installed in hazardous area. [CEA(Measures relating to safety and electric supply) Regulation,2010; Regulation no.110]

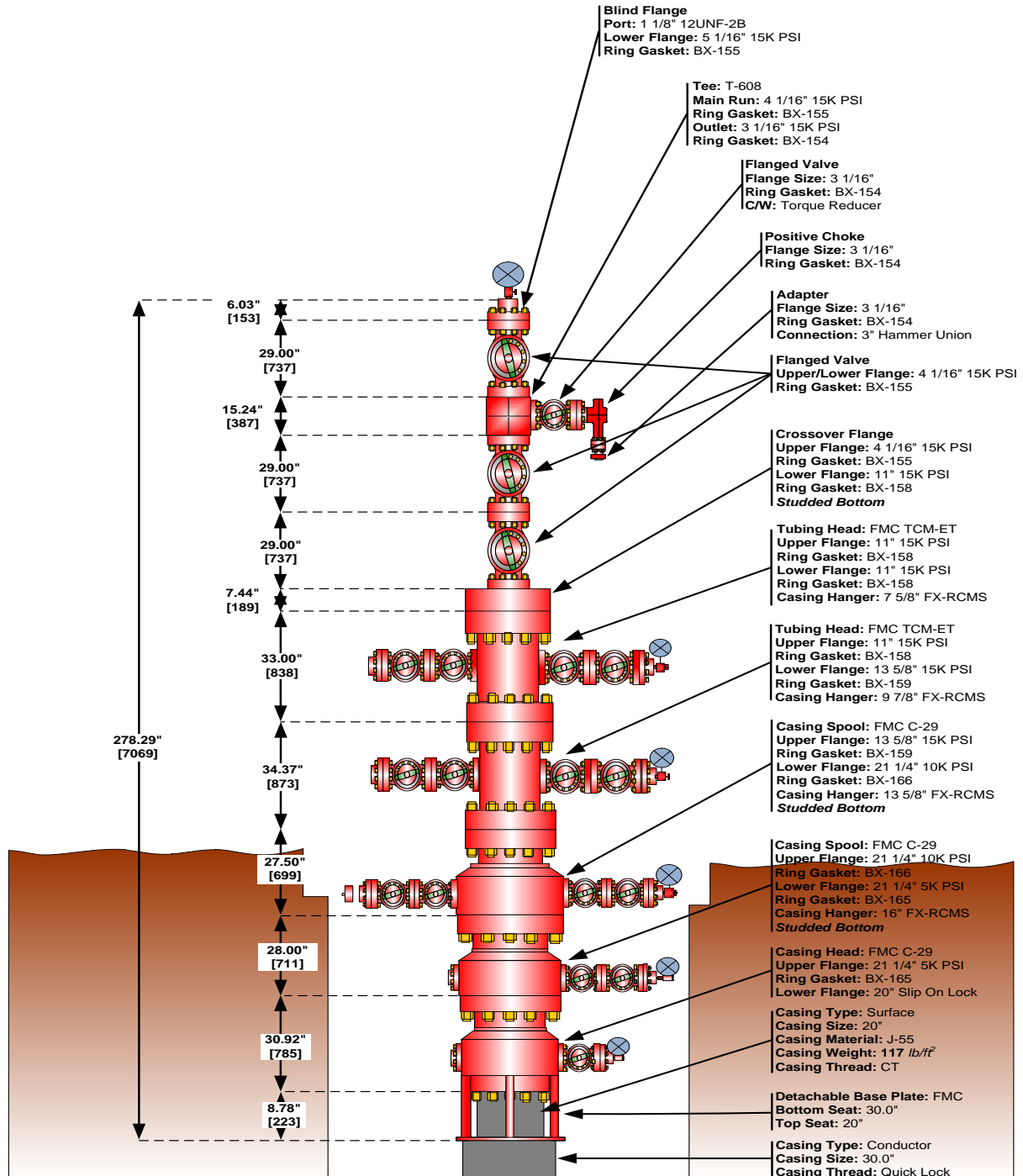
	<p>xiv) Aviation warning lights shall be provided at the top of the Rig mast as per standard practices and IAF requirements.</p> <p>(a) 2 no's of Night aviation warning lights are to be fitted at the top of the mast. These lights shall be operational at all times from the moment the mast is raised and until the mast is finally lowered irrespective of well operation. As per IAF requirements, specifications for the above lights are – Color of light: Red (Fixed), Light intensity: 10cd.</p> <p>(b) One Daylight flasher type aviation warning light is to be fitted at the top of the mast in addition to red aviation warning lights. This light is to be used during day time when the drilling location is situated within flying zone near IAF airfields. As per IAF requirements, specifications for the above light are – Color of light : White (Flashing), Light intensity : 20000cd, Flashes per minute : 20-60 flashes per minute</p> <p>xv) The bidder shall furnish the following along with the offer:</p> <p>a) Single line power flow diagram of the rig.</p> <p>b) A Plan layout of electrical equipment used in the rig.</p> <p>c) A layout of the earthing system including earthing of diesel tanks, PCR, motors, starters, alternators & any other electrical equipment used for the purpose.</p> <p>d) Details of all electrical equipment used in the rig as per the format given in Annexure-IV.</p> <p>e) Details of all cables, light fittings, PBS, motor starters etc. used in the rig as per the format given in Annexure-IV.</p> <p>f) Copies of valid approvals of CIMFR/ recognized laboratory of country of origin related to electrical equipment for use in Oilfields hazardous areas, zone 1 and zone 2, Gas Groups 2A and 2B</p> <p>Also copies IS/ IEC standards as specified by DGMS as per clause no. 107 of OMR- 2017 of electrical equipment for use in Zone 1 and Zone 2 hazardous areas.</p> <p>xvi) Electrician's Tool Kit along with FLP torch, Multimeter, Earth Tester, line tester, rubber insulated gloves (of appropriate voltage grade), ladder etc. shall be provided for electrical jobs.</p> <p>xvii) <u>COMMISSIONING REPORT & STATUTORY RECORDS:</u> following records shall be maintained at site –</p> <ul style="list-style-type: none"> • Commissioning records containing specifications & Insulation resistance (IR value) of all motors, generators, cables, distribution board, transformer etc. (in each rig up and monthly). • Earth resistance of all electrodes. (in each rig up and monthly). • Test record of ELR (monthly). • Maintenance of FLP equipment (yearly)
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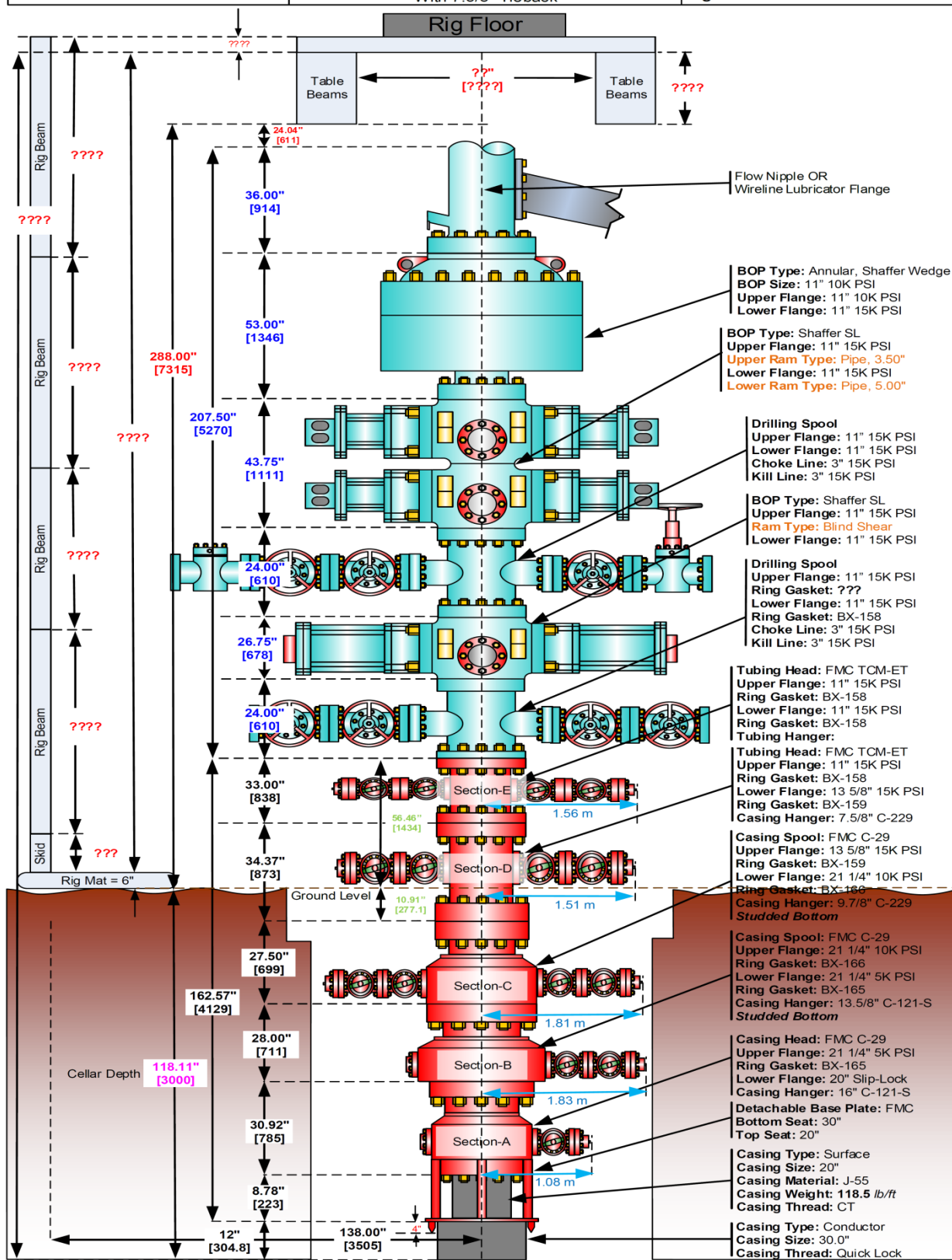
	<ul style="list-style-type: none"> • Electrical Log sheet (daily), • Schedule – XIII (daily) [CEA(Measures relating to safety and electric supply) Regulation,2010; Regulation no.115] • Any other record that may be required by statutory authorities /Company for operational or safety reasons. • As per DGMS circular & Gazette Notification for Maintenance of register as required by the Mines Act 1952 and Mines Rules, 1955, the forms A, B, D and E have been updated and modified. The above mentioned forms needs to be maintained as per the new format. <p>xviii) Following documents shall displayed conspicuously :</p> <ol style="list-style-type: none"> a) Single line power flow diagram of the rig. b) Earthing layout of electrical equipment. c) Plan layout of electrical equipment used in the rig d) Electrical Shock-treatment chart <p>xix) Electrical job precautions shall be adopted in the oil field as specified in the CEA (Measures relating to safety and electric supply) Regulation, 2010 and Oil Mines Regulations, 1984.</p> <p><u>XX) PROVIDING POWER TO PRODUCTION SETUP AT DRILLING LOCATION</u></p> <p>It shall be the responsibility of the Contractor to supply power to production setup if required, as long as “rig-down” is not declared. The Contractor can stop power supply to such production facilities after rig-down is declared.</p>
Safety	<p>Sufficient safety equipment, required to meet the regulatory requirements, including but not limited to windsocks for wind detection, personal protective equipment (PPE) for all of Contractor’s personnel.</p> <p>Contractor shall provide all necessary firefighting and safety equipment as per laid down practice as specified under OISD - STD -189 and OMR.</p> <p>All of contractor’s equipment & practices should comply with</p> <ul style="list-style-type: none"> - Central Electricity Authority (Measures relating to Safety and Electric Supply) Regulations, 2010. - Oil Mines Regulations, 1984 with latest amendments - Directives from Directorate General of Mines Safety - Industry Recommended Practice (IRP-1) for critical sour drilling <p>Contractor to have necessary firefighting equipment, extinguishers, tools etc. at camp site as per International standard and Indian Mines regulations.</p> <p>Sound proof, weather proof and environment friendly enclosures for engines conforming to the norms of CPCB (Central</p>

	Pollution Control Board, India) and latest guidelines of Environment Protection Act, 1986 (India).(75 dBA at 1 mtr. from source).
Additional Equipment	Contractor's rates and fees include all equipment or 3 rd Party Services as per Contractor's Equipment list. Any additional equipment or 3 rd Party Services requested by Company will be charged by Contractor to Company at documented costs plus contractual handling charge; such charge shall not exceed ten percent (10%). Contractor shall provide a complete and detailed equipment list of the Service Unit.
Miscellaneous items	
	<ol style="list-style-type: none"> 1. Circulating heads for drill pipes. 2. Riser and flow nipple. 3. Drill pipes shut in valve. 4. Welding Machine and Cutting set: Diesel powered electric welding generator capable to generate welding current at 480 Hz with Constant Current characteristics with all associated welding and cutting apparatus, Oxy-acetylene cutting equipment with flash back arrestor, brazing etc. Engine shall be fitted with spark arrestor. All consumables shall be supplied by the Bidder. 5. 03 nos Air driven pneumatic Wilden pump for water transfer. 6. Diesel driven Portable genset for lighting and Pump for water transfer for emergency.
Fire Pump at rig site	<p>Suitable Fire Fighting & safety equipment as required for Oil well Drilling/testing as per Mines Act of India/OISD std 189.</p> <p>1 No 1800 LPM capacity trailer fire pump with 50/40 KL static water tank having minimum 108 cu.m/hr flow rate, 100 psi with all accessories (suction hose, delivery hose, Triple purpose branch, nozzle, and tools.)</p> <p>Centrifugal Fire pump either diesel driven or electric driven with capacity of not less than 500 cu.m/hr with quick starting type, 12 kg/cm² pressure.</p> <p>Two nos. of water cum foam monitor should have cable water spray & or fog coverage or triple purpose type with capacity of 2400 LPM.</p>
Miscellaneous items	
Civil Engineering works	<p>All Civil Engineering jobs associated with maintenance of existing approach road, well-site plinth, rig foundation (with cellar) etc. will be the Company's sole responsibility. However, the bidder shall submit the following along with their bid in order to assess the quantum of civil engineering works required:</p> <ol style="list-style-type: none"> a) Rig layout drawing clearly indicating road over plinth / hard standing area, rig foundation area, lay out of mud pump foundation, PCR, Power Pack, Diesel tank area etc. b) Substructure foundation design and detailed working drawing. c) Maximum Cellar dimension which can be accommodated within the sub base.

	<p>d) Structural configuration and load distribution of the rig package /equipment.</p> <p>e) Detailed design and working drawing of any other equipment requiring cement/concrete foundation.</p> <p>f) All approach roads to well site and hard standing of well sites will be made from available construction materials without any black topping whatsoever as per prevailing practice.</p> <p>g) Grouting as well as necessary sizing / Adjustment in length of false conductor with available cut pieces is OIL's responsibility.</p> <p>h) All grouting required for anchoring guy post/any wire line (if required), delivery/other lines etc. including supply of civil-materials for such jobs will be responsibility of OIL.</p> <p>NOTE:</p> <p>i). All approach roads to well site and hard standing of well sites will be made from gravel & WBM locally available without / with any black topping whatsoever as per prevailing practice.</p> <p>ii). It is Bidder's responsibility to arrange for the central base camp. OIL will not be in any way responsible for setting up of base camp.</p> <p>a) The Civil materials required for camp maintenance shall be supplied & arranged by the Bidder.</p> <p>b) Maintenance of approach roads to well sites, well plinth shall be the Company's responsibility while maintenance of camp site shall be Bidder's responsibility. Civil materials (sand, brickbat, boulders etc.) required for well plinth maintenance shall be supplied & arranged by the Company (OIL).</p>
Mud Engineering services	Mud/Completion fluid preparation shall be the responsibility of Mud Engineering Service Provider hired by OIL. Bidder is expected to render necessary help for smooth operations. Bidder to provide roustabout in shifts for handling of chemicals, preparation of mud/ completion fluid, tank cleaning etc.
Cementing services	Cementing Service Provider hired by OIL shall perform the secondary cementation jobs at the wells, if necessary. The Bidder shall provide necessary assistance as & when required. Bidder to make necessary mud/water lines to cementing unit as required.
Well Logging services	All logging requirements as depicted in the testing programme will be met by third party service provider hired by OIL. Bidder to provide necessary assistance to the Logging Service Provider, as required.
DST and Surface Production Testing Services	OIL will hire the DST, TCP and Surface Production Testing Services from third party. Bidder to provide necessary assistance to the third party service providers, as necessary.
Catering Services	1. A suitable catering service serving Indian and continental food to the Bidders personnel and 28 nos. of OIL designated personnel shall be made available during the entire contractual period by the Bidder. The Bidder shall also provide catering

	<p>service to all third party Bidders under their purview.</p> <p>2. CHARGE FOR FOOD: Charges for food for each additional Company's or Company designated persons shall be paid per meal to be computed on the basis of individual meals.</p>
Security Services	<p>Bidder shall be wholly responsible for complete Security of their personnel, their Rig packages, Base Camp, during ILM, operation, transit etc. and arrange suitable, complete and best Security services accordingly on round the clock basis for their personnel and equipment as well as the equipment & other materials of OIL & OIL's third party service providers at well sites throughout the tenure of the contract. All security related issues shall be dealt by the Bidder on their own including dealing with Government agencies. Company will provide suitable fencing with security gate at all the well sites. However, the security fencing at camp sites will be Bidder's responsibility. Company in no case will be involved in security related issues, relating to Bidder's personnel and material. Bidder shall also be responsible for the safety and security of Company's or Company's third party personnel/ equipment/tools/materials etc. in the well site and camp site and shall provide best security services to them during the tenure of the contract.</p>





2.0 OFFERED RIG DETAILS (TO BE FILLED IN BY BIDDER)

1. Contractor : _____
2. Rig Name : _____
3. Type & Design : _____
4. Date of construction: _____
5. Drill Unit : Bidder to confirm categorically that all the offered equipment are compatible with the testing depth rating of the Rig.
 - i. Depth rating of Rig _____ Basis _____
 - ii. Hoisting equipment _____
 - iii. Mast (derrick) Mfgr. _____ size _____
Load capacity (Ton) _____ Racking capacity _____
Last Inspection _____ by _____
 - iv. Draw works : Mfgr. _____ Model _____
Power _____
 - v. Hydraulic cat head unit : Mfgr. _____ Model _____

 - vi. Crown Block Mfgr. _____ Model _____ Capacity _____
 - vii. Travelling Block Mfgr. _____ Model _____ Capacity _____
 - viii. Hook: Mfgr. _____ Model _____ Capacity _____
6. Drill Pipe/Tubing Elevators
 - i) Size _____ Mfgr. _____ Model _____ Capacity _____
Last inspection _____ by _____
 - ii) Size _____ Mfgr. _____ Model _____ Capacity _____
Last inspection _____ by _____
 - iii) Size _____ Mfgr. _____ Model _____ Capacity _____
Last inspection _____ by _____
7. Elevator links
 - i. Size _____ Mfgr. _____ Model _____ Capacity _____
Last inspection _____ by _____
 - ii. Size _____ Mfgr. _____ Model _____ Capacity _____
Last inspection _____ by _____
8. Pipe rack
 - a.-----
 - b.-----
9. Drilling line size and type _____

10. Rotating equipment

a) Rotary table

Mfgr. _____ Model _____ size _____

Power _____

b) Top Drive

Mfgr. _____ Model _____ Rated load _____

c) Kelly cock (Upper & Lower)

Mfgr _____ Size _____ Rating _____

Mfgr _____ Size _____ Rating _____

11. Instrumentation (list drilling recorders etc. installed)

Weight Indicator : Make _____, Model _____

Mud Gauge Assembly : Make _____, Model _____

Tong Torque Indicating system: Make _____, Model _____

Top Drive RPM : Make _____, Model _____

Top Drive Torque : Make _____, Model _____

Mud Pump SPM / Techo

Meter system : Make _____, Model _____

Pit Volume Totalizer : Make _____, Model _____

Pit Volume Indicator : Make _____, Model _____

Mud Flow Fill : Make _____, Model _____

Pen Recorder OR Electronic instrumentation with hard drive : to record
Hook Load, ROP, Mud Pump Pressure, Rotary Torque, Rotary RPM, Mud
Pump SPM etc.

12. Circulating System:

a) Pumps

1. Mud Pumps

Mfgr.	Model	HP	Available Liner	Power	Discharge	Max. Pressure
1						
2						

- b) Details of Pulsation Dampener: Details to be provided by bidder
 c) Details of Super Charger Pumps: Details to be provided by bidder

2. a) Kill Pump

Mfgr.	Model	HP	Available Liner	Power	Discharge	Max. Pressure
1						

b) Rotary hose: Nos. _____ Size _____ Length _____ Pressure Rating _____

c) Fluid Storage Tanks

S1 No	USE	Dimensions	Volume	Agitators	Mud Guns
1					
2					
3					
4					
5					
6					
7					

d) Trip Tank

(Complete with Centrifugal pump & Mud Level indicator readable from Driller's station)

Capacity (bbl)

Centrifugal pump details

e) Slug Pit

Capacity (bbl)

Centrifugal pump details

f) Chemical Mixing Tanks

Capacity (bbl)

Centrifugal pump details

g) Water Tank

Capacity (bbl)

h) Fuel Tank

Capacity (bbl)

i) Brine Storage Tank Capacity (bbl)

13. Mud Mixing Equipment

LP Hoppers Qty.: _____ Size _____

14. Pit level indicators

Pumps: Qty.: _____ Make / Model _____

14. Flow indicator

15. Degasser Mfgr. _____ Model _____ Capacity _____

16. Power Plant : No. of Engines _____ Mfgr. _____ Model _____
HP _____

17. Choke / Kill manifold : Siz _____ Rating _____

18. Chokes :

i. Type _____ Rating _____

ii. Type _____ Rating _____

iii. Type _____ Rating _____

iv. Type _____ Rating _____

19. **Blow out preventer stack :**

Size	Mfgr. & Type	Rating Psi	Response Time	Gallons to Close	Gallons to Open	Closing Ratio	Opening Ratio

20. Available RAMs (Specify Sizes and Pressure / Temp Ratings):

21. Kill & Choke Valves (main Stack):

i) Mfgr. & type _____ Size _____ Rating _____ Hyd.Optd. _____

ii) Mfgr. & type _____ Size _____ Rating _____ Hyd.Optd. _____

22. No. of Side Outlets _____ Location _____
Provide complete BOP stack Diagram.

23. X over spools for BOPs to match well head

a)

b)

- c)
- d)

24. Spacer spool (i) Size_____ Rating_____ Length_____
 (ii) Size_____ Rating_____ Length_____

25. **B.O.P handling system: Details to be provided by bidder**

26. (a) BOP Control system

Manufacturer:

No. of Accumulator Bottles_____ Mfgr._____ Type_____

Charge Pr._____ Rated Volume each bottle_____ Usable Volume each bottled_____

Total volume to open and close all preventors

Operating Pressure_____ Total Volume_____ Surplus Volume____%

(b) BOP Remote Control Panel Location:

Drill Floor._____ Tool Pusher officer_____ Other Location_____

(c) Whether BOP control system meets API regulations:_____

(d) FOSV: Make-----; Pressure Rating-----

27. **BOP testing equipment & tools:-**

28. **TUBULAR GOODS:**

A) Drill Pipe

Amount_____ Size OD_____ ID_____ weight ppf_____

Grade_____ Condition _____ Range_____

Tool Joint_____ Size and Weight_____

B) Heavy – Weight drill pipe

i) Amount_____ Size OD_____ ID_____ weight ppf_____

Grade_____ Condition _____ Range_____

Tool Joint_____ Size and Weight_____

C) Drill collars

i) Amount_____ Size: OD_____ ID_____ weight ppf_____

Length_____Spiral_____Connection_____Condition_____

Note: Inspection schedule on all Tubular, when last inspected and by whom:

29. List of pup joints: _____

30. Mud Motor: Not applicable

Size _____ Mfgr. _____ Model _____ Capacity_____

Last inspection _____ by _____

30. Lifting Subs: _____

31. Cross over subs (Detailed list to be submitted)

Confirm categorically to provide all Cross over subs matching to Contractor drill string, fishing tools, and contractor supplied equipment and for bits as per casing policy to be used_____

32. Bit Subs: _____

33. Bit Breakers: _____

34. HANDLING TOOLS (provide details of each tool)

Tongs: _____

Slips: _____

Drill Collar Elevators: _____

Safety Clamps:_____

Pneumatic / Hydraulic Drill Pipe Spinning Wrench: _____

Confirm providing all required Tubing Handling Tools for 2.7/8" – 3½" & 4.1/2" size range: _____

35. i) Welding Gen-sets, Gas Cutters, Torches and accessories.

ii) All other miscellaneous equipment required for Rig and well testing service

36. Rig shall be equipped with Detection equipment to detect Combustible & sour gases, fire safety equipment as per international practices. Confirmation required.

37. Ventilation and Air-conditioning System

38. GENERAL INFORMATION (if any)

39. Any other equipment: Please provide details.

40. Fishing Tools: Please provide detail list indicating make, model, size etc.

3.0 TRANSPORTATION SERVICES

a. OIL'S RESPONSIBILITY

i. Transportation of Company's personnel and materials/Equipment (those not attached with the rig) will be Company's responsibility. Contractor will however be responsible for providing all facilities including use of their crane and personnel for unloading/loading and proper stacking/storing of Company's materials at well site/campsite.

ii. Chemicals required for preparation of mud and completion fluid, and Cement shall be supplied by OIL through third party Contactor. To & fro collection, transportation, loading / unloading, stacking etc. of these chemicals/cement shall be carried out by OIL, as and when required.

iii. In case of well emergency, it is the responsibility of OIL to supply/transport Chemicals, Cement etc. to well site.

b. CONTRACTOR'S RESPONSIBILITY

i) Transportation of Contractor's personnel & their material from campsite to drill site and between well sites shall be the responsibility of the Contractor. All vehicles deployed for this purpose shall be in prime condition.

ii) All requirements of crane(s), during rig up/rig down & inter-location movements are to be provided by the Contractor. Any additional requirement of crane(s)/fork lift etc. for any specific purpose viz. loading & unloading of equipment, chemical etc. at site during well operation shall also be provided by the Contractor.

iii) Bits required for operation of wells shall be supplied by OIL.

iv) The Contractor must provide at their cost, equipment & services of the following minimum number (Valid fitness certificate to be provided from appropriate authority):

a) Sufficient numbers of Diesel Hydraulic, Truck mounted Telescoping Boom mobile crane of suitable capacity during rig up /rig down & inter-location movements of Rig package.

b) Sufficient number of load carrying vehicles and cranes so that the inter-location movement is completed without any delay.

- c) Minimum 1 no. of Diesel Hydraulic, Truck mounted, Telescoping Boom mobile crane of 30 Tonne minimum capacity&1 no. of forklift of 5 tonne capacity to be made available at all times at well site.

v) During Inter-location Movement, any left out consumables including but not limited to, well head, casing, tubing or any kind of tubular, bits, chemicals, Barytes, bentonite etc. shall be collected, loaded, unloaded, stored, handled, transported between locations by the Contractor or as directed by OIL. Max. truck/trailer loads of Company material to be considered for transportation during ILM will be 10 loads.

Rig down / Rig up / transportation / maintenance of Company's materials / items, Production installations (if any) attached to the rig shall be done by the Contractor.

4.0 Well killing:

The primary responsibility of well killing and all related operations shall lie with OIL. OIL shall provide man, material and fire service for this purpose. OIL shall render help in civil administration when such a situation arises. Competency 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.

5.0 CONTRACTOR'S PERSONNEL TO BE DEPLOYED.

A. PERSONNEL GENERAL

It is the responsibility of Contractor to ensure that Personnel requirements in accordance with the Indian regulations in the Work Area are met.

The Contractor shall provide the crew, adequately trained to be able to perform all aspects of the Work required in an efficient, competent, and safe manner at all times, bearing in mind crew changes and contingency for accident/sickness all in accordance with **Table I** - Contractor's Personnel.

B. PERSONNEL SPECIFICATION:

Contractor shall furnish the number and classifications of personnel as per **Table I- Contractor's Personnel** to operate the Equipment and perform the Services as described in Section II Scope of Work.

Contractor shall identify personnel requirements to run the Operating Base. Contractor shall have a Rig Manager/Superintendent at the Operating Base as further described in Section II Scope of Work. Rig Manager/Superintendent will have to liaise with OIL's base office from time to time for operational and administrative matters.

Contractor shall have a HSE Officer on site at all time during the execution of the Work Program.

C. PERSONNEL REQUIREMENTS:

a. RIG MANAGER / RIG SUPERINTENDENT:

(i) Shall be of sound health and have work experience in drilling oil / gas wells, for minimum 10 years, of which at least 5 years shall be in a senior management level including 3(three) years as Rig Manager/Rig Superintendent.

(ii) Shall possess valid well control certificate (Rotary drilling, surface BOP stack by IWCF), Supervisor's Level (level-4). /IADC at appropriate level and shall be conversant with well control methods to take independent decisions in case of well emergencies.

(iii) Qualification: Must be Engineering Graduate or engineering diploma holder.

Note: The Rig Manager / Rig Superintendent has to be present at Rig site during daylight hours and shall report to KG Project office as and when asked for to receive instruction/resolving any issue on contractual obligation. Rig Manager shall be available at Kakinada base for On call duty during night hours.

b. TOOL PUSHER

i) Shall be of sound health and conversant with working in diesel electrical rigs.

ii) Must possess valid well control certificate (IWCF), Supervisor's Level (level-4). /IADC at appropriate level and shall be conversant with well control methods to take independent decisions in case of well emergencies.

iii) Shall be conversant about mud/completion fluid chemicals & maintenance of mud/completion fluid property.

iv) Qualification and Experience: Minimum 10-years in Drilling, out of which at least 3(three) years as rig-in-charge/tool pusher in oil & gas wells.

c. TOUR PUSHER / NIGHT TOOL PUSHER:

i) Shall be of sound health and conversant with working in diesel electrical rigs.

ii) Must possess valid well control certificate (IWCF) , Supervisor's Level (level-4). /IADC Well cap at appropriate level and shall be conversant with well control methods to take independent decisions in case of well emergencies.

iii) Shall be conversant about mud/completion fluid chemicals & maintenance of mud/completion fluid property.

iv) Qualification and Experience: Minimum 6 years in Drilling, out of which at least 3 (three) years as tool /tour pusher in oil & gas wells.

d. DRILLER:

- i) Shall be of sound health and conversant with working in diesel electrical rigs.
- ii) Must possess valid well control certificate (IWCF) Driller's Level (Level-3)/IADC Well Cap at appropriate level and shall be conversant with well control methods to take independent decisions in case of well emergencies.
- iii) Shall be conversant about mud/completion fluid chemicals & maintenance of mud/completion fluid property.
- iv) Qualification and Experience: Minimum 5 years in Drilling, out of which at-least 3 (three) years as Shift in-charge /Driller.

e. ASSISTANT DRILLER:

- i) Shall be of sound health and conversant with working in diesel electrical rigs.
- ii) Shall have idea about well control methods to take decisions in case of well emergencies.
- iii) Shall be conversant about mud/completion fluid chemicals & maintenance of mud/completion fluid property.
- iv) Experience: Minimum 5 years of experience as part of a drilling crew in drilling oil & gas wells where at-least 3 (three) year experience as Asst. Driller.

Note:

- (i) Drilling Superintendent, Tool Pusher, Tour Pusher, Driller, Asstt. Driller must have minimum 3 years of experience in their respective position.
- (ii) The Tool Pushers and Drillers must have operational experience of HPHT wells and sour wells.
- (iii) All above persons shall be fluent in English.

f. DERRICKMAN:

Minimum 4 years of experience as part of a drilling crew in drilling oil & gas wells where at-least 1 (one) year experience as Derrick man.

g. FLOOR-MAN/ROUGHNECK

Minimum 3 years of experience as part of a drilling crew in drilling oil & gas wells where at-least 1 year experience as Floor man/Rig man.

h. CHIEF MECHANIC:

Shall have minimum 3 years' experience in Rig maintenance. He should have the knowledge of preventive/ breakdown maintenance procedure of the equipment. He should be able to detect the breakdown of outfit engines, pump and other engines at well site and rectify the problems.

i. MECHANIC:

Shall have minimum 3 years of experience as mechanic in oil/gas drilling wells.

j. CHIEF ELECTRICIAN/ELECTRICAL SUPERVISOR: Chief Electrician (or Electrical supervisor) shall be a person holding degree or diploma in electrical engineering with relevant experience of working in oilfields and shall hold valid Electrical Supervisor's Certificate of Competency, covering mining installation, issued by Andhra Pradesh Electrical Licensing Board. [Ref: CEA (Measures relating to safety and electric supply) Regulations, 2010; regulation no.3, 6 & 115 and Oil Mines Regulations, 1984; regulation no.81]. Shall have minimum 3 years of experience as Chief Electrician/Electrical Supervisor.

k. ELECTRICIAN: Electrician shall be a person holding diploma in electrical or certificate (two years course) from a recognized ITI in electrical trade with relevant experience of working in oilfields and shall hold valid Electrical Wireman Permit, covering mining installation, issued by Andhra Pradesh Electrical Licensing Board. [Ref: CEA (Measures relating to safety and electric supply) Regulations, 2010; regulation no.3, 6 & 115 and Oil Mines Regulations, 1984; regulation no.81]. Shall have minimum 3 years of experience as Electrician.

NOTE:

- (i) Chief Electrician and Electrician shall hold valid Electrical Supervisor's Certificate of Competency, covering mining installation.
- (ii) Prior approval from OIL should be obtained for employment of electrician. Complete bio-data should be forwarded to OIL for scrutiny and approval.

l. WELDER:

The welder shall have minimum 3 years of experience in working in drilling/ work-over wells and must be conversant of welding of casing and well head accessories. He must possess the certificate of welding trade from any recognized institute of State Govt. (One year course).

m. HSE Officer:

Qualification: Shall be a graduate in Engineering/Safety & Environment or related discipline from a recognized institute with a recognized professional qualification in HSE management

Job Description:

Duties & responsibilities include safety during site preparation, rig up, rig down & rig move, raising & lowering mast, rig floor operations like making & lowering BHA, cementing job, tripping in /tripping out tubular, safety meeting during crew change, pre job safety meetings, routine inspections & workover rig inspections, preparation of job specific SOP in local language, ERP (Emergency Response Plan), Risk Register, preparation of Job Safety

Analysis, Permit to Work systems, investigation & analysis of accidents, incidents & near miss. To follow all DGMS, OISD & MoEF guidelines and submit return at specified intervals.

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

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

n. MEDIC / DOCTOR:

- (i) Qualification: Must be minimum MBBS degree holder & registered medical practitioner.
- (ii) Experience: Shall have a minimum work experience of 2 years.

o. HEAVY CRANE / FORKLIFT OPERATOR/Hydra Operator:

Shall be provided along with the Crane/Forklift. The crane/forklift operator should have a minimum of 2 years work experience in operating a heavy crane/forklift and possess license for driving heavy motor vehicle.

p. OTHER PERSONNEL:

Adequate number of experience personnel to run the camp / kitchen / Mess smoothly shall be kept by the contractor. One camp boss on 24 Hrs. basis will be responsible for smooth running of the camp/mess. Kitchen and cooking shall be supervised by a qualified chef.

NOTES:

- 1) An undertaking from all the personnel as per Proforma (Annexure-VI) should be forwarded after deployment of manpower prior to mobilization.
- 2) The personnel deployed by the contractor should comply with all the safety norms (statutory/standards/guidelines) applicable during operation.
- 3) **Medical Fitness:**
 - The Contractor shall ensure that all of the Contractor Personnel shall have had a full medical examination (As per DGMS recent circular) prior to commencement of the operation. (IME -Initial Medical Examination)

- A qualified and registered medical practitioner shall conduct all such medical examinations in accordance with accepted medical standards & DGMS latest circular and proper records of IME to be maintained.
- 4) **Training Courses /Certificates/Tickets:**
- 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.
 - Rig Tool pushers, Drillers, Asstt. Drillers and HSE Officers shall have valid First Aid Tickets. (Minimum 2 persons having F/A certification per shift will be required during operation.)
 - Rig Tool pushers, Drillers, Asstt. Drillers, Derrick Hands and HSE Officers shall have valid H₂S tickets.
 - MVT is mandatory for all personnel working at the rig site except Project coordinator, Rig Superintendent, Tool pusher, Tour pusher, Driller, Chief Mechanic, Chief Electrician, HSE Officer, Medic/Doctor.
- 5) Personnel should be well versed in firefighting, BOP control, gas testing etc. The appropriate certificates to this effect, issued by ONGCL/OIL or any other organization, also should be submitted prior to mobilization.
- (In case, the above training course for contractor's personnel is to be arranged by OIL, the contractor will be charged accordingly).
- 6) Details of duty pattern of rig and associated service personnel should be indicated in the bid. 21 day ON/OFF duty pattern to be followed at site as per recent guideline of DGMS.
- 7) Employment of personnel other than key persons shall be at the discretion of the contractor to run all operations at well site and camp successfully. But due to Regulatory & Statutory Reasons (like The Mines Act 1952, The Mines Rule 1955, OMR 1984, CEA 2010 including latest revisions etc.), the bidder may have to increase the number of Key Personnel without any financial implications.
- 8) The Contractor shall forward the list of proposed personnel to be deployed in Rig along with bio-data / qualification/ experience / track record of the personnel prior to mobilization of the Rigs with all supporting documents. Any additional manpower deployed by the contractor shall be at the expense of the Contractor.
- 9) The age of the key personnel except Rig Manager/Rig superintendent shall not be more than 60(sixty) years (supporting document to this effect should be submitted).
- 10) The contractor shall be responsible for arranging relief of personnel during vacation, statutory off days, sickness etc. entirely at their cost. However, the relief personnel also must have the qualification and experience as

indicated above. Contractor shall submit the bio-data/ qualification/ experience/ track record of the relief personnel along with recent photographs for OIL's scrutiny. Contractor will have to obtain prior approval from Company for the relief personnel of the contractor.

- 11) Company reserves the right to instruct for removal of any Contractor's personnel who in the opinion of Company is technically not competent or not rendering the services faithfully, or due to other reasons. The replacement of such personnel will also be fully at cost of the Contractor and the Contractor shall have to replace this/these personnel within Seven (7) days of such instruction. The replacement personnel must have the requisite qualification and experience as indicated in the contract and their credentials along with recent photographs must be submitted to Company for approval prior to their engagement.
- 12) All charges for personnel are included in Day rates. No. separate charges shall be payable for the personnel deployed.

Note to the Bidder:

Confirmation with regard to above is to be submitted along with the un-priced bid. However, the details of all personnel i.e. bio-data, proof of qualification etc. shall be submitted to OIL before commencement of the work.

Table I – Contractor's Personnel

Position	Total per day	Off	Allocated per Rig	Unit
Rig Manager/ Superintendent	1	-	1(On Call)	No
Tool pusher	1	1	2	Nos
Night Tool Pusher	1	1	2	Nos
Driller	2	2	4	Nos
Assistant Driller	2	2	4	Nos
Derrick men	2	2	4	Nos
Roughneck/Floorman	8	8	16	Nos
Ch. Mechanic	1	1	2	Nos
Ch. Electrician	1	1	2	Nos
Mechanic	1	1	2	Nos
Electrician	1	1	2	Nos
Welder	1	1	2	Nos
HSE Officer	1	1	2	Nos
Medic/Doctor	1	1	2	Nos
Crane Operator	1	1	2	Nos
Forklift Operator	1	1	2	Nos
Hydra Operator	1	1	2	Nos
Roustabout/ unskilled labour	8	8	16	Nos
Total	35	32	65	Nos
Security	As required			
Labour	As required			

CONTRACTOR is allowed to replace a part of his crew (e.g. Roughnecks and Roustabouts) by local personnel.

6. PERSONNEL ASSIGNMENTS

i) Prior Notice

Contractor shall notify Company of crew changes at least two (2) days in advance of the scheduled date.

ii) Planned Changes

Contractor shall advise Company of any planned changes to key Personnel at least fourteen (14) days in advance of the scheduled date. Company approval is required prior to proceeding with such changes.

iii) Key Personnel Replacement

Contractor shall advise Company of any Key Personnel replacement at least 7 (seven) days in advance of the scheduled date. Company approval is required prior to proceeding with such changes.

7. PERSONNEL TRANSPORTATION

Contractor, at its own expense, will ensure transportation for its personnel, including personnel mobilisation, demobilisation and during rig operations.

END OF SECTION – II

SECTION-III

SPECIAL CONDITIONS OF CONTRACT

1.0 DEFINITIONS: Following terms and expression shall have the meaning here by assigned to them unless the context otherwise requires:

- 1.1 **“Associated Services”** means equipment and services, asked for, along with Service Rig 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.
- 1.2 **“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.
- 1.3 **“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.
- 1.4 **“Operation”** means all operations as generally understood for Testing Oil/Gas wells, more particularly all the operations required to be carried out pursuant to this Contract.
- 1.5 **“Service Rig Unit”** means Service Rig complete with pumps, power packs, and other accessories and equipment as listed in the Contract.
- 1.6 **“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.
- 1.7 **“Inter-location movement”** means transferring of Service Rig Unit along with Associated Services & complete rig materials from present location after rig release till spud-in of the well at next location.
- 1.8 **“Operating Area”** means those areas in onshore India in which Company or its Affiliated Company may from time to time be entitled to conduct Operations pertaining to testing of Oil/Gas wells.
- 1.9 **“Operation Base”** means the place or places, onshore, designated as such by Company from time to time.
- 1.10 **“Key personnel”** means the following personnel to be provided by the Contractor to provide services as per the contract:

1. Rig Manager / Rig Superintendent
2. Tool pusher
3. Tour Pusher/Night Tool Pusher
4. Driller
5. Chief Mechanic
6. Chief Electrician
7. HSE Officer
8. Doctor

- 1.11 “DSA” means Drilling Site Accommodation at well site where Company’s personnel, Personnel of Company’s service providers and the Contractor’s key personnel shall reside for carrying out the operations as per the Contract.

2.0 MOBILIZATION

- 2.1 The mobilization of the Service Rig Unit and associated services shall commence on the date of receipt of the Letter of Award, awarding the Contract and continue until the complete Service Rig Unit is properly positioned at the first location after obtaining all the permits & clearances, rig-up operations completed (duly certified by the Company representative) and operation in the well is actually started as per policy.

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

- 2.2 The Contractor will advise readiness for commencement of mobilization / shipment to Company, at least 3 days before actual mobilization / shipment commences.
- 2.3 Mobilization charges will be payable after the commencement date as certified by the Company.
- 2.4 Company at its discretion may allow to start operation without complete mobilization, however necessary deduction for short supplied items will be made as per cost evaluated by OIL.
- (i) For any items supplied by the Company, rental will be calculated after amortizing the cost of the item over a period of 5 years applying 15% PTRR (Post tax rate of return). Similar deductions will also be made for short supplied items (neither supplied by Company nor by the Contractor).
 - (ii) Deduction will be calculated based on Company’s determined cost, which shall be treated as final, basis of which shall provide to the Contractor.
 - (iii) Notwithstanding this provision for partial mobilization bidder must quote in accordance with relevant clauses for full mobilization.
- 2.4.1 In case any items/equipment are issued to Contractor on “outright sale” basis, the deduction shall be made as calculated by the Company based on Company’s determined cost, which shall be treated as final, basis of which shall be provided to the Contractor.

3.0 CONTRACTOR’S PERSONNEL

- 3.1 Except as otherwise hereinafter provided, Contractor shall be responsible for the selection, replacement, and determining remuneration of Contractor’s personnel. Such employees shall be employees solely of the Contractor. Contractor shall ensure that its personnel will be competent and efficient.

However, the Contractor shall provide details of experience, qualification and other relevant data of the personnel to be deployed for scrutiny and clearance by the Company before actual deployment. The Contractor shall not deploy its personnel unless cleared by the Company.

- 3.2 The Contractor shall 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 be responsible for arranging relief of personnel during vacation, statutory off days, sickness etc. entirely at their cost. However, the relief personnel also must have the qualification/experience as indicated in Section II, 'Scope of Work' and Contractor shall submit qualification/ bio-data/ experience / track record of the personnel. Moreover, the Contractor will have to obtain prior approval from Company for the relief personnel of the Contractor.
- 3.4 Contractor shall provide all manpower for necessary supervision and execution of all work under this Contract to Company's satisfaction except where otherwise stated. The minimum number of key personnel to be deployed is mentioned in this document. But due to Regulatory & Statutory Reasons (like The Mines Act 1952, The Mines Rule 1955, OMR 1984, CEA 2010 including latest revisions etc.), the bidder may have to increase the number of Key Personnel without any financial implications.

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

- 3.5 **Replacement of Contractor's Personnel:** The Contractor will remove and replace any Contractor's personnel, who in the opinion of the Company, is incompetent, or negligent or of unacceptable behavior or whose employment is otherwise considered by the Company to be undesirable. The replacement personnel also must have the qualification/ experience as indicated in Clause No. 5 (c), Section-II. Contractor shall submit qualification/bio-data/ experience/ track record of the replacement personnel and shall obtain prior approval from Company for the replacement personnel. The replacement of such personnel will be fully at the cost of the Contractor and shall be made within Seven (7) days of such instruction from the Company.
- 3.6 Contractor shall deploy on regular basis, all category of their employees required for carrying out economic and efficient operations for testing Oil/Gas wells.

4.0 FOOD, ACCOMMODATION, TRANSPORTATION AND MEDICAL FACILITY AT WELLSITE & BASE CAMP.

- 4.1 Contractor shall provide accommodation, food & services for all, its own & its sub-contractor's personnel and for twenty eight (28) of Company designated personnel free of charge. Company will pay to Contractor for

accommodation and food for Company's/ Company's third party personnel in excess of twenty eight personnel (28) per day. Contractor shall provide Junior & Senior Mess as per Industry Standard.

- 4.2 Transportation of Contractor's & third party personnel shall be arranged by Contractor whilst that of Company's personnel staying at base camp will be arranged by Company. However, transportation of Company's third party personnel will have to be arranged by Contractor.
- 4.3 **Medical Facilities:** The Contractor shall arrange for first aid & emergency medical facilities (as per OISD guidelines) and Doctor including an ambulance on 24 hours basis at Contractor's cost. Contractor shall provide proper First-Aid trained personnel with required quantity of first aid equipment and medicines to meet any emergency.

5.0 CONTRACTOR'S ITEMS

- 5.1 The Contractor shall provide Contractor's items to perform the services under the Contract as specified in this document. The Contractor shall be liable obtain any permits or licenses required for the use of Contractor's Items
- 5.2 The Contractor shall be responsible for maintaining, at his cost, adequate stock levels of Contractor's items including spares and replenishing them as necessary.
- 5.3 The Contractor shall be responsible for the maintenance and repair of all Contractors' items and shall provide all spare parts, materials, consumables etc. during the entire period of the Contract.
- 5.4 The Contractor shall provide fresh water requirement with minimum salinity of less than 600ppm, TDS less than 1500 NTU, iron content less than 10ppm and total hardness of less than 200ppm for operational purpose at rig site and campsite. The camp shall have proper water filtration plant/bottled mineral water for drinking purpose.
- 5.5 The Contractor shall provide all fuels and lubricants for operation of Contractor's equipment both at well site and camp site at contractor's cost. There shall be no escalation in day rates throughout the duration of contract including extension, on account of any price increase in fuel/lubricants etc. However, variation in the price of HSD both plus and minus after the techno-commercial bid opening date shall be applicable with effect from the date on which such variation takes place and such variation in price both plus and minus shall be adjusted from the monthly invoices. For the purpose of claiming the variation in rate of HSD, Contractor shall submit the necessary supporting documents like invoice copy. Further, the Contractor have to indicate the daily consumption of the HSD for Service Rig unit and all its equipment including mud treatment at the site as well as at camp site in the DPR/IADC report. The price prevailing in Kakinada on the techno-commercial bid opening date shall be taken as base price.

Note:

- a) Contractor to provide measuring facility in each engine to monitor the daily consumption of fuel.

- b) Opening & closing stock to be provided to Company Representative once in a week for ascertaining the consumption of fuels.
 - c) Contractor shall keep minimum balance of 20KL of HSD all the time during the operation of the rig.
- 5.6 The Contractor will provide electricity at both drill-site and campsite for meeting both Contractors' as well as the Company's requirement.
- 5.7 Zero Day Rate shall be applicable for shutdown of Operations on account of inadequate supply of Contractor's items including but not limited to, electricity, lubricants, water, personnel and Fuel.

6.0 CONDUCTING OPERATIONS

- 6.1 The Contractor shall carry out all operations mentioned hereunder with due diligence in a safe and workmanlike manner and in accordance with accepted international oilfield practices.
- 6.2 Wells operations shall be carried out as specified in the Programme.
- 6.3 The Service Rig Unit and all other equipment and materials to be provided by Contractor shall be in good working condition.
- 6.4 Well testing programme provided by the Company primarily may include the following:
 - a) Well testing programme.
 - b) Well head assembly, blow out prevention system.
 - c) Details of well testing string.
 - d) Mud hydraulics programme.
 - e) Cement repair programme / secondary cement job (if any).
 - f) Wire line logging programme.
 - g) Drill out plug and packers (if any).
 - h) Casing repair job.
 - i) Gas and water injection programme.
 - j) Wire line operation including perforation.
- 6.5 Upon completion of a test well, statement stating that the well has been completed in accordance with the terms of this Contract and signed by the representatives of both Contractor and Company, will be made available to Company.
- 6.6 **Operation of Service Rig Unit:** Contractor shall be solely responsible for the operation of the Service Rig Unit including, but not limited to, supervising rig move operations and positioning and rigging up at next location as required by Company as well as such operations at locations as may be necessary or desirable for the safety of the Service Rig Unit.

- 6.7 **Safety:** Contractor shall observe such safety regulations in accordance with acceptable oilfield practice and applicable Indian Laws such as Mines Act, Oil Mines Regulation Act 1984 including all circulars as given by DGMS time to time, IER, safety rules recommendations from SPCB, OISD & MoEF etc. The 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 firefighting and well control equipment in sound condition at all times. Contractor shall conduct such safety drills, BOP tests etc. as may be required by Company at prescribed intervals.
- 6.8 Contractor shall assist in performing any tests to determine the productivity of any Formation encountered as may be directed by Company. Such tests and services may include, but not limited to electric logging, drill stem tests, perforation of casing, acidizing, swabbing, fracturing and acid fracturing. Specialized Tools and personnel for these operations will be provided by the Company.
- 6.9 Depth Measurement: Contractor shall at all times be responsible for keeping accurate record of tally sheet 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 in any manner.
- 6.10 Plug back: Upon being requested to do so by the Company, the Contractor shall carryout operations for plug-back of the hole.
- 6.11 The Contractor is required to provide all necessary assistance as per standard international practice to Mud Engineering Service provider hired by the Company for effective maintenance of testing and completion fluid parameters in accordance with specifications and/ or formulations set forth by the Company.
- 6.12 In the event of any fire or blowout, Contractor shall use all reasonable means at his disposal to protect the well and bring the said fire or blowout under Control.
- 6.13 **Adverse Weather :** Contractor, in consultation with Company, shall decide when, in the face of impending adverse weather conditions, to institute precautionary measures in order to safeguard the well, the well equipment, the Service Rig Unit and personnel to the fullest possible extent. Contractor and Company shall each ensure that their representatives for the time being at well site will not act unreasonably in the exercise of this clause.
- 6.14 **AMENDMENTS OF COMPLETION PROGRAMME:**
It is agreed that Contractor shall carry out testing, completions, abandonment, if any and all other operations, in accordance with the well completion programme to be furnished by Company, which may be amended from time to time by reasonable modification as Company deems fit, in accordance with good oil field practices.
- 6.15 **WELL POLICY:** The policy given in this document is tentative only. The policy may vary depending on the actual requirement at and during the time of commencement of the Contract. The Contractor shall be bound to obey those changes made by Company from time to time.

- 6.16 **COMPLETION OR ABANDONMENT:** Contractor agrees to perform all work necessary to complete or abandon each well in the manner specified by the Company.

7.0 CONTRACTOR'S SPECIAL OBLIGATIONS

- 7.1 It is expressly understood that Contractor is an independent Contractor and that neither it nor its employees and its subcontractors are employees or agents of Company provided, however, Company is authorized to designate its representative, who shall at all times have access to the Unit, related equipment and materials and all records, for the purposes of observing, inspecting and designating the work to be performed hereunder by Contractor. The Contractor may treat Company's representative at well site as being in-charge of all Company's designated personnel at well Site. The Company's representative may, amongst other duties, observe, test, check and control implementation of mud and testing programs, equipment and stock, examine cuttings and inspect works performed by Contractor or examine records kept at well site by Contractor.
- 7.2 **COMPLIANCE WITH COMPANY'S INSTRUCTIONS:** Contractor shall comply with all instructions of Company consistent with the provision of this Contract, including but not limited to well control, safety instructions, confidential nature of information, etc. Such instructions shall, if Contractor request, be confirmed in writing by Company's representative.
- 7.3 **WELL RECORDS:** Contractor shall keep an authentic log and history of each well on the daily report prescribed by the Company and upon completion or abandonment of the well, deliver to the Company, the original history and log book, properly signed and all other data and records of every nature, relating to completion of the well.

The Contractor shall also provide the Company:

- i) Daily report on IADC pro-forma duly certified by the Company's representative along with daily record-o-graph or drill-o-meter chart.
- ii) Daily report on P.O.L. consumption.
- iii) Tubular tally details: After each job, as applicable.
- iv) Well completion/ abandonment: After completion of a well successfully, Contractor will provide 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.
- v) Daily roster of Contractor's personnel.
- vi) The Contractor shall maintain inventory of rig equipment & accessories at site, indicating their respective models, serial nos., vintage, specifications etc. The Contractor shall provide inventory list

endorsed by Company representative and any addition & deletion of items will be intimated to Company representative.

- vii) All items including consumables imported through EC clearance under 'Nil' Customs Duty shall be recorded in the proper format, indicating date of receipt, type, consumption, date of replacement etc.
- viii) Contractor shall provide the list of the items, equipment, consumables etc. to be re-exported by them after completion of services under this Contract along with all relevant documents.

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

7.5 The Contractor shall carry out 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 The Contractor shall 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 The Contractor shall arrange for inland transportation of all equipment, etc. from the port to the place of work and back at the end of the work at their own expense. Arrangement of Road Permits and payment of Entry Tax for bringing Contractor's equipment/ material to Work place shall be Contractor's responsibility.

7.8 In case the Contractor import 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 shall arrange for re-export of equipment within 60 (sixty) days of notice of de-mobilization issued by the Company. If the re-export is not completed within the specified period, customs duty, penalty etc. levied by customs authorities for such delay shall be to Contractor's account and same will be deducted by the Company from Contractor's bills and Performance Security.

7.9 **INSPECTIONS:**

(a) Pre-move Inspection:

- (i) The Contractor shall engage an independent third party inspection agency acceptable to Company as listed at 1.4 of Part-2 under BEC, to inspect all Contractor tubular, drill string, and handling Equipment

as specified below at Contractor's cost prior to the Commencement Date.

- (ii) Contractor shall upon request by Company provide documentation of the last inspection of the drill string, hoisting equipment, mud pumps, ELMAGCO-disc brake, centrifuge, top drive system including rotating hours and major overhauling carried out.
 - (iii) Contractor shall ensure that its drill string and all other downhole tools furnished by Contractor are inspected according to TH Hill DS-1, Category 5 standards. Contractor shall conduct Blacklight Connection Inspection on all BHA components such as Drill Collars, Subs, Heavy Weight Drill Pipe, etc. Blacklight Connection Inspection spot checks on drill pipe tool joints will be conducted on every 10th joint (1 per 10 joints) If fatigue cracks are detected, Blacklight Connection Inspection is required on all drill pipe joints of that size.
 - (iv) Copies of all inspections reports are to be sent to Company along with an explanation of the standards used for the inspection procedures. All inspection reports shall be legibly signed by an identified person.
 - (v) In case an inspection has encountered minor deficiencies, which do not adversely affect the efficiency or safety of the operations, Company will not delay the commencement of the Contract and Contractor may rectify such deficiencies as soon as practical after the Commencement Date. It is however understood that in the event a shutdown of the operation is required, such time shall be at the zero rate and shall not be counted towards the Repair Rate.
 - (vi) If new tubular and handling equipment are used, pending review of mill/manufacturer's certification, no inspection will be required.
- (b) Inspection during Well Operation:
- (i) The Service Rig Unit and Equipment shall be available for inspection by Company promptly upon request and as often as Company requests.
 - (ii) During the execution of the Work Program, Contractor will frequently inspect the string and all down hole tools furnished by Contractor as specified below:
 - a. The Contractor shall carry out inspections of down hole tubular, equipment and tools regularly in use, at reasonable interval to the standard of TH HILL DS1-Category3 (including blacklight inspection) at Contractor's cost.
 - b. Beyond the regular inspection as mentioned above, the Contractor shall, at the request of Company, carry out the inspections of tubular, tools and equipment at Company's cost.
 - (iii) Hoisting and handling equipment shall be inspected in accordance with the intervals as per Contractor's inspection and maintenance standards.

(c) Blowout Preventer

Contractor shall inspect, install, and pressure test all Blowout Preventer equipment. All documentation of certification, pressure testing, and BOP drills will be made available to the Company. Any discrepancies to the Contractors or Companies safety policy will be corrected prior to continuation of operations. All related documentation will be made available to the Company.

(d) Lifting Equipment:

- (i) All lifting equipment, except brand new equipment (where current certification is available) including but not limited to shackles, slings, pad eyes, crane, man riding equipment, elevators, bails, pulleys etc. must be inspected to and at a frequency directed by current manufacturer's guidelines and relevant API Recommended Practices.
- (ii) As a minimum, all lifting equipment shall be fully inspected on an annual basis by an independent third party, NDT inspectors who are fully qualified to international standard.
- (iii) Full visual inspection shall be carried out by every 6 (six) months by Contractor and Company together.
- (iv) Dye Penetration Test will only be done to the hook of the crane. Load test of the crane at different loads will be carried out.

7.10 MAINTENANCE

- i) The Contractor shall have in place and carry out the manufacturer's recommended preventive maintenance program for all equipment. Such program(s) are to be made available to OIL upon request.
- ii) All replacement parts must be manufactured by the original equipment manufacturer (OEM).
- iii) Fasteners and seal elements for BOP equipment must also be manufactured by the original equipment manufacturer (OEM).
- iv) Complete traceability of all BOP parts, fasteners and seal elements must be maintained by Contractor.
- v) All BOP seal elements are to be stored per manufacturer's recommendations as to:
 - (a) Sunlight exposure
 - (b) Temperature and moisture control
 - (c) Dust and other contamination protection

8.0 COMPANY'S SPECIAL OBLIGATIONS:

- 8.1 The Company shall at its cost, provide items and services as shown in this document.
- 8.2 The Company shall be responsible at its cost, for maintaining adequate stock levels of its items and replenishing the same as deemed necessary, unless specified to the contrary elsewhere in the Contract.
- 8.3 **Ingress and Egress at location:** The Company shall provide the Contractor requisite certificates for obtaining rights of ingress to egress from the locations, where wells are to be tested, including any certificate required for permits or licenses for the movement of Contractor's personnel. Should such permits/ licenses be delayed because of objections of appropriate authorities in respect of specific Contractor's personnel, such personnel shall be promptly removed from the list by the Contractor and replaced by acceptable personnel. For any stoppage of operations for such delays, no Day Rate will be applicable.

9.0 LOSS OR DAMAGE TO HOLE/WELL:

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

- 9.1 **DAMAGE OR LOSS OF THE SERVICE RIG UNIT:** The Contractor shall at all times be solely responsible for any damage to or loss or destruction of the Service Rig 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 subcontractors, 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.

If the Service Rig 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 Service Rig 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 Service Rig Unit(s), except for its payment of monies then due or liabilities to be charged in respect of the Work already done under this Contract in respect of that Service Rig Unit(s).

9.2 **LOSS OR DAMAGE OF CONTRACTOR'S SUBSURFACE EQUIPMENT**

OIL shall reimburse Contractor for loss of or damage to Contractor's downhole equipment/ tool, as under, provided that such loss or damage is not occasioned by normal wear and tear/ malfunctioning of Contractor's tool/ Negligence on the part of the Contractor.

- i. In the case of Contractor's downhole equipment/ tool being damaged, OIL will reimburse Contractor such repair cost, provided however, that OIL shall not be required to reimburse Contractor any amount greater than that which would have been due had such equipment/ tool lost and, therefore, calculated under sub-section (ii) herein below.
- ii. The Company shall at its option either reimburse the Contractor for the value of lost equipment/ tools as declared in the import invoices at the time of mobilization (or subsequent replacement/ addition) of the same equipment/ tools or CIF value as reflected in Proforma-A hereto whichever is lower (Plus customs duty paid by the Contractor for the equipment tool lost/ damaged, provided that the said custom duty was not borne by the Company and the Contractor produces the documentary evidence towards payment of customs duty) for any such loss or damage of sub-surface equipment; less depreciation @ 3% per month from the date of start of this Contract with a maximum depreciation equivalent to 50% of CIF value as indicated by the Contractor or at its option replace similar equipment/tools to the satisfaction of the Contractor and any transportation expenses incurred in connection herewith.

All such costs shall be payable by the Company only after the Contractor has produced documentary evidence that the particular equipment/ tools in question was not covered by Contractor's insurance policies. For such claims the Contractor shall notify the Company within one month. The inspection of recovered equipment from downhole needs to be made by the Company representative before submission of the invoice by the Contractor.

- 10.0 **BLOWOUT OR CRATER:** In the event any well being tested hereunder shall blowout or crater due to any causes, Contractor will bear the cost and expense of killing the well or otherwise bringing the well under control up to "US \$ 1.00 Million" for each incident and in this regard Company shall indemnify and hold Contractor harmless in excess of "US \$ 1.00 Million" for each incident. This applies only to the cost of bringing the well under control and is not to be interpreted as an assumption by Company of any liability for injuries, to Contractor's personnel and or damage to the Drilling/Testing Rig Unit, caused by such blowout, to the Contractor, except as otherwise provided under the terms and conditions of this Agreement.
- 10.1 **USE OF CONTRACTOR'S EQUIPMENT:** The Company shall have the right to use the Service 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 **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) The 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 testing and well completion fluid.
- b) Except as otherwise provided in Article a) above, Company shall assume all responsibility for (including control and removal of the pollutant involved) and shall protect, defend and save the Contractor harmless from and against all claims, demands, and causes of action of every kind and character arising from all pollution or contamination, other than that described in sub clause (a) above, which may occur from any cause including negligence of Contractor but not limited to, that which may result from fire, blowout, cratering, seepage of any other uncontrolled flow of oils, gas, water or other substances, as well as the use or disposition of oil emulsion, oil base or chemically treated completion/kill fluids, lost circulation and fish recovery materials and fluids provided however, Contractor's sole liability under this sub clause is to reimburse US Dollar One million (US \$ 1 million) of cost paid/ incurred by Company in control of the pollutant, cleanup costs, or damage to a third party, provided said pollution results from Contractor's sole negligence.
- c) In the event a third party commits an act or 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 the Contractor, the same shall be emptied completely or partially by the Contractor using disposal pumps, to avoid overflow in the neighboring areas or alternatively the Company will provide additional pits at its cost. In case pits so constructed have seepage from the walls of the pit or bund of the pit, Company will take remedial action to prevent the same at its cost.
- e) The Contractor shall be responsible for any sound/ noise pollution arising out of the Rig package or other items used by the Contractor at well site and shall take measures to bring the noise level to applicable level as per Pollution Control Board Norms. Contractor must ensure that there is no disruption of operation due to sound/ noise pollutions.

11.0 WAIVERS AND AMENDMENTS:

It is fully understood and agreed that none of the terms and conditions of the Contract shall be deemed waived or amended by either party unless

such waiver or amendment is executed in writing by the duly authorized agents or representatives of such party. The failure of the Company to execute any right of termination shall not act as a waiver or amendment of any right of the Company provided hereunder.

12.0 CONFIDENTIALLY: The Contractor agrees to be bound by professional secrecy and undertake to keep confidential any information obtained during the conduct of Operations, including, but not limited to, formations tested, , completion & testing and surveying of the well. And to take all reasonable steps to ensure the Contractor's personnel likewise keep such information confidential.

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

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

12.3 Contractor shall forbid access to the Service Rig Unit to any people not involved in the operations or not authorized by the Company to have access to the Service Rig Unit, however, this provision is not applicable to any Government and/or police representative on duty.

13.0 RIGHTS AND PRIVILEGES OF THE COMPANY: The Company shall be entitled:

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

13.2 To change the completion and testing programme, mud programme, well depths to complete or abandon any well at any time.

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

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

13.5 To order suspension of operations at Zero Day Rate while and whenever:

- a) Contractor's personnel is deemed by Company to be not satisfactory; and/ or
- b) Contractor's equipment does not conform to regulations or to the specifications laid down in the Contract; and/ or

- c) Contractor's equipment turns into a danger to personnel on or around the rig or to the well; and/ or
- d) Contractor's insurance in connection with the operations hereunder is found by Company not to conform to the requirements set forth in the Contract; and/ or
- e) Contractor fails to meet any of the provisions in the Contract; and/ or
- f) Any shortage in key/ additional (compulsory) personnel and inadequacy of other personnel; and/ or
- g) Contractor is found non-compliant to HSE requirements as per Safe Operating Practices or applicable laws.

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

14.0 EMERGENCY:

14.1 Without prejudice to Clause 10.1 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 Service Rig Unit, direct Contractor's personnel in the event that Company's interest will demand so. In such case, Company will notify Contractor of its action and within three (3) days confirm such notice in writing, setting forth the reasons for its action.

14.2 In such event, Company shall pay the Contractor in accordance with the terms of the Contract as if the Contractor was carrying out the operations.

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

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

15.1 **FIRM PRICE:** The rates payable under this Contract, shall be firm during the Contract period including the extension period, if any, under Clause 2.4 of the Section I 'General Conditions of Contract'.

16.0 SUSPENSION AT COMPANY'S REQUEST: The Company shall have the right, without cause, at any time to require the Contractor to suspend the work under this Contract on giving notice to the Contractor specifying the estimated duration of the suspension period. The Work shall resume at the end of suspension period or such other date as the Company may specify to

the Contractor by notice in writing. During the suspension period, Contractor shall be paid as per the provisions of Clause 9.0 of Section IV 'Schedule of Rates'. The Company shall notify the Contractor, whether it requires the Contractor to stack Equipment and/or Personnel at its current location of at a different location.

The total suspension period during the Contract duration shall not exceed 3 (three) months. However, beyond said period, the suspension period may be extended by the parties at mutually agreed rates, terms and conditions. The Company, at its discretion, may add back such suspension period to the original Contract duration at the same rates, terms and conditions by giving 30 (thirty) days' notice to the Contractor before the expiry of the Contract.

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

18.0 Deficiency: In the event of Contractor's failure to strictly adhere in providing the minimum requirement of key personnel as set out in the section II Clause 5 c) Table I, penalty shall be levied at the following rates:

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

Note:

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

In case of short deployment/ Deficiency on account of sickness/accident, 5 days will be allowed for replacement without any reduction in Day Rates subject to normal progress of the performance of Work. Beyond this, the clause 20 (Deficiency) will be applicable.

19.0 INTER-LOCATION RIG MOVE STANDARD:

- 19.1 Time allowed for rig package movement for a distance of 50 (fifty) Kms will be 15 (fifteen) days. For more Kilometerage, the time allowed shall be in proportions of one (1) day for each 50 KM or part thereof.

- 19.2 In case of shifting of the base camp of the Contractor, to another area, addition of 5 days will be considered during inter-location movement period.
- 19.3 The time for inter-location movement suspended by Force Majeure, shall be extended by the period for which the Force majeure conditions last. No Day Rate, whatsoever, will be payable for extended period due to force majeure conditions.

20.0 PREVENTION OF FIRE AND BLOWOUTS:

- 20.1 Contractor shall maintain all well control equipment in good condition at all times and shall take all possible steps to control and prevent the fire and blowouts to protect the hole/well. The Contractor shall be responsible for taking all preventive and corrective measures for initial control of kick, inflow, fire and blowouts. After initial control of well, Contractor shall inform the Company's Representative about the well condition and finally well shall be killed after mutual discussion with Company's representative.
- 20.2 The Contractor shall test the BOPs by making pressure test at least once in every 21 (twenty one) days or as per API norms or such time as instructed by the Company Representative. However, the testing procedure and frequency must comply with the Mine's Rule/OISD norms. Contractor shall record results of all such tests in the daily operation report. Replacement of all blowout prevention rubber parts shall be on Contractor's account.

21.0 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.

22.0 WATER MANAGEMENT:

- i. The sinking of deep tube wells at the respective sites and installation/operation of water pumps, extraction of water from deep tube wells for rigs as well as camp shall be the Contractor's responsibility. If acceptable quality of water is not available at site, the supply of acceptable quality of drill/completion water from alternate sources shall be the responsibility of the Contractor.
- ii. 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.
- iii. The valves, glands, hoses etc. are to be checked for any leakage and the same to be informed immediately to the concerned for rectification.

23.0 EFFLUENT PIT BUNDS:

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

- 24.0 COLLECTION OF USED/ BURNT LUBE OIL:** The used lube oils and floating burnt oil, if any, in the effluent pit has to be lifted, collected and suitably disposed immediately by the Contractor.

END OF SECTION - III

SECTION – IV

SCHEDULE OF RATES

SERVICES NO.-I: SERVICE RIG PACKAGE

The bidders must quote the rates in their priced bids as per the format given in **PROFORMA-B** considering the following; however, the payment shall be made for the actual work done and all “DAY RATE” charges shall be payable after prorating to nearest quarter of an hour.

A. FOR RIG SERVICES

1.0 MOBILIZATION CHARGES (LUMP SUM) (M)

- 1.1 In case the rig package is contemplated to be mobilized partly or fully from outside India then the breakup of the mobilization charges to 1st location must be furnished separately.
- 1.2 Mobilization charges shall include mobilization of equipment, material and manpower as mentioned in Section II ‘Terms of Reference/Scope of Work’.
- 1.3 Mobilization charges shall cover local and foreign costs to be incurred by the Contractors to mobilize at the first location of the Company and shall include all local taxes & levy, port fees, inland transport etc., but excluding Basic Customs duty (which will be to OIL’s account, if applicable) on the items declared in Proforma – A.
- 1.4 Mobilization charges will be paid only after complete mobilization of Rig package and other associated services as per the Contract and duly certified by the Company Representative regarding readiness of the equipment & personnel to undertake/ commence the Work assigned under the Contract.
- 1.5 Mobilization charges shall not exceed 7.5% of the total estimated Contract value. However, mobilization charges if quoted in excess of 7.5% of estimated contract cost, the excess amount shall be paid at the end of the contract.

2.0 DEMOBILIZATION CHARGES (LUMP SUM) (D)

- 2.1 Demobilization charges for the complete Rig package and manpower shall be quoted on Lumpsum basis and shall include all charges for demobilization of the complete Rig package, unutilized spares & consumables and manpower.
- 2.2 All charges connected with demobilization including all fees, taxes, insurance, freight on export outside India or to any other place will be to Contractor’s account.
- 2.3 Pursuant to Clause 35.6 of ‘General Conditions of Contract’, Demobilization charges shall be paid to the Contractor for complete package of Tools/ Equipment/ Spare/ Accessories etc. only once, after completion of the contractual period/ termination of the Contract.

- 2.4 All Day Rate charges of the Rig package shall cease to exist with effect from the day, the Contractor is issued demobilization notice by the Company. No charges whatsoever will be payable with effect from the date, the notice is served.

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

- 3.1 Except when especially otherwise provided for in the Contract, the Operating Day Rate shall become payable from the time the operation starts until the rig is released for the move to the next location or issued demobilization notice by the Company.

4.0 RIG NON OPERATING/STANDBY DAY RATE (Per 24 Hrs./ day) (SDR)

- 4.1 Except where otherwise provided for in the Contract, the Standby Day Rate will be payable under the following conditions:

- (i) When the Service Rig Unit is not operating (i.e when engine(s) are not in operation for carrying out any specific jobs related to well operation in addition to following).
- (ii) Waiting for materials, orders, instructions, programme from OIL.
- (iii) Cementing when done by other Service Providers.
- (iv) W.O.C. (Waiting on Cement) & Well under observation during Production Testing, Compressor Applications during Production Testing.
- (v) Well Kept under Pressure after placement of Cement Plug (W.O.C), Well Closed for Bottom Hole Study.
- (vi) Electro logging operations.
- (vii) Production test with OIL's Drill Pipe or tubing. (Note: During Production Testing if draw works or mud pumps are put into operation, only that period will be considered for ODR).
- (viii) For all time during which the company at its option may suspend operations.
- (ix) Waiting for day light for certain production testing operation.
- (x) During inspection as per Clause 7.9 (b) of 'Special Conditions of Contract'.
- (xi) Assembling & disassembling BOP & Well heads.
- (xii) Carrying out operation using slick line and CTU.

Note: Standby Day Rate shall not exceed 90% of the Operating Day Rate.

5.0 REPAIR DAY RATE (Per 24 Hrs./ day) (RDR)

- 5.1 The Repair Day Rate shall be payable when operations are suspended due to break-down or repair of Contractor's equipment.
- 5.2 The Contractor shall be paid Repair Day Rate to a maximum of 24 cumulative hours per calendar month. Beyond the aforesaid 24 hours, no Day Rate will be payable until operations are resumed, at which time the applicable rate shall again come into force.
- 5.3 This clause shall, however, not be applicable for routine inspections/ lubrications and replacements, e.g. changing swivel packing, slipping or cutting block line, changing pump valve assemblies, packing, etc. During

this period, Operating Day Rate to a maximum of 30 cumulative hours in a calendar month will be applicable, beyond which repair date rate shall prevail.

5.4 Payment towards Repair Day Rate shall not exceed 60% of the Operating Day Rate.

5.5 The balance allowance for repair hours or routine maintenance cannot be carried forward to next month.

6.0 INTER LOCATION MOVE RATE (ILM)

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

a) Fixed Charge (Lump-sum) per rig move up to 50 Km.	(ILM 1)
b) Kilometrage charges for rig movement in excess of 50 Km. This will be in addition to lump-sum rate for ILM up to 50 Km as mentioned in 'b' above.	(ILM 2)

6.2 Inter-location movement will start from the moment the Company releases the Service Rig unit for rig down at previous location and shall end after the rig up at next location is completed and the well operation is started. Rig & all materials including the additional and optional items, if any, are to be transferred to next location after rig down. Before start of operation, the Contractor shall complete all jobs, compliance/ rectification to meet safety norms and any other job normally done prior to start of operation. The inter-location movement of Rig package shall be completed within the period as specified in Clause 19.0 under Special Conditions of Contract.

6.3 The Inter location movement operation will include the clearing of the location off all materials, rig parts and made free from all pollutants for restoration of the drill-site.

6.4 No Day Rate under para 3.0, 4.0, 5.0 & 7.0 of 'Section-IV' hereof will be payable when inter-location move rate is applicable.

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

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

7.2 Payment towards Force Majeure Day Rate shall be 50% of Operating Day Rate.

Note: Force Majeure Rate shall not be considered for bid evaluation.

**8.0 BASE CAMP SHIFT CHARGE PER RIG (LUMP SUM) (BCM)
(CHARGE PER JOB OF BASE CAMP CHANGE)**

The Contractor shall establish a Base Camp without any additional cost to the Company at a centrally located area of actual operation for smooth monitoring of operations, if required. From the Base Camp, the Contractor will operate operations of several locations. The Base Camp may be subjected to a maximum of two relocations to different areas during the contractual period.

NOTE:

1. The location of the Base Camp will be selected, arranged for and prepared by the Contractor. Contractor may hire Hotel/ individual house for Base camp and in that case, no Base Camp Shift Charge is applicable.
2. Base Camp Shift Charge will remain the same irrespective of the number of days taken by the Contractor for base camp shifting.
3. Setting up of the Base Camp, land, infrastructure development, running the camp, treatment & disposal of sewage, camp waste etc. will be the sole responsibility of the Contractor.

9.0 STACK DAY RATE

(STDR)

The Stack Day Rate shall be payable when the Service Rig Unit and other Contractor's Equipment is stacked in accordance with Clause 16 of Section III of 'Special Conditions of Contract' and as further set out below:

- i) If Company notifies the Contractor that the Service Rig 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 Service Rig Unit is ready to recommence Operations after the notification from Company to commence the operations.
- ii) If Company notifies the Contractor to stack the Service Rig Unit at a different location; the Stack Day Rate shall apply from the time that the Co Service Rig Unit arrives at the stacking site. Inter Location Move rate shall apply during the period that the Service Rig Unit is being moved to/ from the stacking site.
- iii) Payment towards Stack Day Rate shall not exceed 60 % of Operating Day Rate.

Note: Stack Rate shall not be considered for bid evaluation.

10.0 TOP DRIVE SYSTEM: Zero rate will be applicable if OIL decides not to continue operation due to non-function of the Top Drive System. However, stand-by rate will be applicable if OIL decides to continue operation without Top Drive System.

11.0 CIVIL WORK INVOLVEMENT: Company shall provide infrastructure for 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 shall be highlighted by the bidder in the Techno-commercial bid.

12.0 GENERAL NOTE:

- i) The Company shall advise the Contractor to mobilize all the equipment & tools with all accessories at 1st well on dedicated basis for the entire duration of the Contract or on call-out basis.
- ii) Bidders shall indicate name and address of their Indian agent if any and also shall specify the percentage of commission if any involved and it shall be included in the quoted rates. In case no Indian agent commission is involved then shall be shown as “NIL”.
- iv) Bidder shall submit the list of items with CIF value to be imported into India in connection with execution of this contract as per Proforma- A.
- v) From the Proforma- A, bidder shall identify the items of re-exportable in nature (i.e. items which will not be consumed during the execution of the contract and required to be exported outside India after completion of the contract). Total CIF value of such items shall be shown in the “PRICE FORMAT” as CIF (RE-EX).
- vi) Similarly from the Proforma-A, bidder shall identify the items of consumable in nature (i.e. items which will be consumed during the execution of the contract). Total CIF value of such items shall be shown in the “PRICE FORMAT” as CIF (CONSUMABLES).
- vii) Present rate of customs duty is Nil as Rig will be deployed in the company’s eligible area of operation. The bidder has to reexport the Rig after completion of Contract. The bidder will be fully responsible to pay the customs duty in case the Rig is taken by the Contractor to area where Nil customs duty is not applicable.

B. FOR MANPOWER SERVICES.

Rates quoted against manpower service here below will not be taken for evaluation; however, the same may be applied in case of additional man power requirement:

Position	Total per day	Off	Allocated per Rig (a)	Unit	Unit Rate (b)	Total Amount (a*b)
Rig Manager/ Superintendent	1	-	1	No		

Tool pusher	1	1	2	Nos		
Tour Pusher/Night Tool Pusher	1	1	2	Nos		
Driller	2	2	4	Nos		
Assistant Driller	2	2	4	Nos		
Derrick men	2	2	4	Nos		
Roughneck/Floorman	6	6	12	Nos		
Ch. Mechanic	1	1	2	Nos		
Ch. Electrician	1	1	2	Nos		
Mechanic	1	1	2	Nos		
Electrician	1	1	2	Nos		
Welder	1	1	2	Nos		
HSE Officer	1	1	2	Nos		
Doctor	1	1	2	Nos		
Crane Operator	1	1	2	Nos		
Forklift Operator	1	1	2	Nos		
Roustabout/ unskilled labour	8	8	16	Nos		

END OF SECTION IV

END OF PART-3

INTEGRITY PACT

Between
Oil India Limited (OIL) hereinafter referred to as “The Principal”

And

----- hereinafter referred to as “The Bidder/Contractor”

Preamble:

The Principal intends to award, under laid down organizational procedures, contract/s for services under Tender **CEG9611L19**. The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

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

Section: 1 -Commitments of the Principal

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

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.

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

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

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

1. If the Bidder/Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressions within the

company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.

2. The Bidder accepts and undertakes to respect and uphold the Principal's Absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.

3. If the Bidder/Contractor can prove that he has restored/recouped the Damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.

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

5. Integrity Pact, in respect of a particular contract, shall be operative from the date Integrity Pact is signed by both the parties till the final completion of the contract **or as mentioned in Section 9- Pact Duration whichever is later**. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings

Section 4 -Compensation for Damages

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

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

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

Section 5 -Previous transgression

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

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

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

1. The Principal will enter into Pacts on identical terms with all bidders and contractors.
2. The Bidder / Contractor undertake(s) to procure from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the provisions laid down in this agreement/Pact by any of its sub-contractors/sub-vendors.
3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

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

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

Section: 8 -External Independent Monitor/Monitors

1. The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.
3. The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality.
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the Independent External

Monitor shall give an opportunity to the bidder / contractor to present its case before making its recommendations to the Principal.

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

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

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

Section:9 -Pact Duration

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

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

Section:10 -Other provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi. The Arbitration clause provided in the main tender document / contract shall not be applicable for any issue / dispute arising under Integrity Pact.

2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

3. If the Contractor is a partnership or a consortium, this agreement must be, signed by all partners or consortium members.

4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

A.BARUAH

.....
(For the Principal)

Place .Kakinada
Date:31.10.2018

.....
for the Bidder/Contractor

Witness 1 :
Witness 2 :

**SCHEDULE OF RESPONSIBILITIES FOR
EQUIPMENT, MATERIALS, SUPPLIES AND SERVICES**

(1400 HP (min) Service Rig for KG Basin, OIL).

‘C’ – Contractor ‘O’ – OIL/Company

Sl. No.	I T E M	At Expense of		Supplied by	
		C	O	C	O
A. GENERAL-I					
1	All charges relative to acquisition, shipping and transportation of all Contractor's Items required as replacements or spare parts,	X		X	
2	Contractor's personnel including replacement, subsistence, insurance, wages, benefits, and all other costs related thereto.	X		X	
3	Extra personnel in excess of the complement of personnel set forth in Section II – Contractor’s Personnel deputed by Contractor itself.	X		X	
4	Extra personnel in excess of the complement of personnel set forth in Section II – Contractor’s Personnel - when requested in writing by Company.	X		X	
5	Overtime beyond normal work schedule for Contractor's personnel when requested in writing by Company.	X		X	
6	Required licenses, permits, certificates of financial responsibility and clearances to enter and depart from drilling location	X		X	
7	Transportation for Contractor's Items and its subcontractor's item and personnel.	X		X	
8	Duties, fees, licenses, pilotage fees, wharfage fees, harbor fees and costs or similar charges including any sales taxes or clearing agent or brokerage fees relating to Contractor's Items and replacements or spare parts.	X		X	
9	Insurance as provided in the Contract.	X		X	
10	Passports and visas for Contractor's Personnel	X		X	
11	Work permits for Contractor's Personnel.	X		X	
12	Labour license and all regulatory requirements as per DGMS, Labour Law for Contractor’s personnel.	X		X	
13	Obtain and maintain all necessary consents, permits, licenses and certificates required for movement and use of Contractor’s Equipment to/from Site including diesel storage	X		X	
14	Corporate registration, documentation and fees for Contractor in India required solely for the performance of this Contract	X		X	
15	Clearance of Contractor’s Equipment through Indian Customs (EC to be provided by Company)	X		X	
B. GENERAL-II					
1	Base / Well site camp complete in all respect i.e. furniture fixture etc.	X		X	

Sl. No.	I T E M	At Expense of		Supplied by	
		C	O	C	O
2	Accommodation and food for all of Contractor's and its contractor's and subcontractor's personnel and up to 28 Company and Company's third party personnel per day.	X		X	
3	Accommodation and food for Company's personnel and Company's third party personnel in excess of 28 per day.		X	X	
4	Potable water for rig and camp – only for drinking, bathing and cooking purposes	X		X	
5	Load and offload Company's and Company's sub-contractor equipment and materials at rig site and camp	X		X	
6	Load and offload and transportation of Company's /Company's sub-contractors equipment and materials during inter-location moves to a maximum of 10 loads	X		X	
7	Supply of additional labour for cleaning pits, cuttings and other related work	X		X	
8	All safety equipment and gears as per Contract	X		X	
9	Necessary IT equipment.	X		X	
10	Electrical and air supply to Company and Company's sub-contractor's Equipment	X		X	
11	All housekeeping services and supplies	X		X	
12	First aid medical attention by a qualified medic on the Drilling Unit for all personnel on board	X		X	
13	Emergency medical treatment for Contractor's, Company's and Company's sub-contractor's Personnel	X		X	
14	Ambulance with all necessary medical facilities	X		X	
15	Mobile V-sat 3G/4G communication system capable of transmitting online data (for all subcontractors of Company).	X		X	
16	Security arrangement / facility at rig and campsite.	X		X	
17	Welding for Company's sub-contractors work within a reasonable request	X		X	
18	Welding for Company's sub-contractors work beyond a reasonable request that will be mutually agreed between the both the Parties.		X	X	
C. RIG & EQUIPMENT-I					
1	Complete Rig Unit with hoisting, rotating, safety & maintenance equipment according to international practice.	X		X	
2	Top Drive System with all accessories	X		X	
3	BOPs, Spools, its attachments & spares	X		X	
4	BOP testing equipment and accessories	X		X	
5	Choke & kill unit & connections	X		X	
6	Kill pump, tank, lines and attachments	X		X	
7	Vacuum Degasser	X		X	
8	BOP Control Unit and accessories	X		X	
9	Well control accessories	X		X	
10	Drill pipe, drill collar, HWDP including all required non consumable tubular.	X		X	
11	Lifting subs	X		X	
12	All sizes & capacity of elevators, slips, tongs, clamps, (manual & hydraulic) for handling drilling string	X		X	
13	All sizes & capacity of elevators, slips, tongs, safety clamps, (manual & hydraulic) for handling tubing string	x		x	

Sl. No.	I T E M	At Expense of		Supplied by	
		C	O	C	O
14	Kelly (s)	X		X	
15	Rotary substitute of all sizes	X		X	
16	All Fishing tools & their spares for contractor's string/tools	X		X	
17	Pneumatic Kelly spinner	X		X	
18	Drill pipe/tubing spinner	X		X	
19	Elevator links	X		X	
25	Bit breaker, thread protector, nozzle gauge, & bit gauge	X		X	
26	Air winch (s)	X		X	
27	Fishing tools required for other than Contractor's string		X		X
28	RCJB, Junk subs, fishing magnets, ditch magnets, impression blocks, junk mills, overshots etc.	X		X	
29	All sizes of casing scrapper & rotovert as per casing programme	X		X	
30	Circulating heads	X		X	
31	Poor boy swivel	X		X	
32	Mud basket	X		X	
33	Back pressure valves of required rating	X		X	
34	Risers	X		X	
35	Rig warehouse & workshops	X		X	
36	Complete set of tools & wrenches	X		X	
37	Flow /bell nipple & flow branch/flow line	X		X	
38	water pump, suitable capacity	X		X	
39	All kind of mud agitators	X		X	
41	MVT & flow fill indicator	X		X	
42	Cabin for mud attendant.	X		X	
43	Emergency electricity generator at well site & camp	X		X	
44	Store house	X		X	
45	All drilling/rig instruments & recorders	X		X	
46	All bunk houses at well site & camp with all items mentioned in this tender.	X		X	
47	Firefighting & safety equipment	X		X	
48	Shut in valves	X		X	
49	Welding set up for all contractor's work	X		X	
50	Cellar Pump	X		X	
51	Rig compressor (including auxiliary)	X		X	
52	Mud making/loading facilities at drill site complete with reciprocating pumps , prime movers, hoppers, tankages, jet shearing devices etc.	X		X	
53	Mud/brine & water system inclusive of active intermediate & storage tanks	X		X	
55	Equipment required for generating electricity at the site, camp	X		X	
56	Rig lighting	X		X	
57	Lines / Chiksans / Fittings	X		X	
58	Cranes, trailers and forklifts etc. as per tender	X		X	
59	Any additional crane, trailers & forklift required to carry out normal drilling operations & during rig move, rig up & rig down.	X		X	
60	Required wire lines & ropes	X		X	
61	All firefighting and safety equipment	X		X	

Sl. No.	I T E M	At Expense of		Supplied by	
		C	O	C	O
62	Full opening stabbing valves (FOSV) of required rating	X		X	
63	Office for Company's personnel at well site complete in all respect	X		X	
64	Permanent provision of drinking water at well site & camp	X		X	
65	Rig washer	X		X	
66	Bug Blower	X		X	
67	Air pump	X		X	
68	Kelly cocks, upper & lower (of required rating)	X		X	
69	Float subs for each size of drill collar	X		X	
70	Float valves	X		X	
71	Inside BOP for each size of drill pipe	X		X	
72	Equipment not specified but required for Contractor's/company's normal operations	X		X	
73	Equipment not specified but required for Company's additional requirements		X	X	
74	Cup testers	X		X	
D. RIG & EQUIPMENT-II					
1	Inspection of Contractor's drill pipe, drill collars, HW Drill Pipe and other in-hole equipment according to DS-1 Category 3 standards before operations commence under this Contract.	X		X	
2	Inspection of Contractor's drill pipe, drill collars, HW Drill Pipe and other in-hole equipment according to DS-1 Category 3 standards after operations commence under this Contract at reasonable intervals requested by Company.	X		X	
3	Repair and/or replacement parts for Contractor furnished equipment & tools.	X		X	
4	Drill string and handling equipment inspection before commence date.	X		X	
5	Replacement of elements for Contractor's ram and annular preventers	X		X	
7	Electrical and air supply to Company and Company's sub-contractor's Equipment	X		X	
8	Waste storage, removal and disposal (excluding mud/well-fluid and drill cuttings) at drill site and camp	X		X	
9	Effluent disposal generated by contractor's equipment	X		X	
E. CONSUMABLES					
1	Oil, greases, lube, cleaning solvent, hydraulic fluid and accumulator charging gases for Contractor's equipment	X		X	
2	Drill water (as required by Company's Mud and Cementing Engineers) for drilling, mud/brine preparation, rig cleaning & cementing including laying of lines etc.	X		X	
3	Drill pipe protectors (one per joint inside casing) on Contractor's drill pipe. All additional rubbers or replacement rubbers.	X		X	
4	Casing protectors for as per casing programme.	X		X	
5	Kelly saver-sub rubbers and replacements for kellys furnished by Contractor.	X		X	
6	Drill pipe wipers	X		X	
7	Screens for shale shakers.		X	X	
8	Air, water, electricity, fuel (HSD) and other POL for the rig	X		X	

Sl. No.	I T E M	At Expense of		Supplied by	
		C	O	C	O
	site and camp including laying of lines etc for all the Contractor's equipment including Contractor's vehicles				
9	Casing thread lubricant	X		X	
10	Thread lubricant for all service tubulars.	X		X	
11	All rope, hand tools and general rig consumables	X		X	
12	Welding consumables	X		X	
13	All BOP consumables including ring joint gaskets	X		X	
14	Consumables not described but needed for normal drilling operations and maintenance of Contractor's Equipment	X		X	
15	Spares for Rig unit & accessories.	X		X	
16	Regular replacement of consumables of Contractor's equipment.	X		X	
17	Fishing equipment, spares as per the contract	X		X	
18	Replacement of electrical fittings as & when necessary.	X		X	
19	Spares & consumables for communication equipment	X		X	
20	Replacement, spares & consumables for fire-fighting equipment	X		X	
21	Replacement, spares and consumables for solid control equipment	X		X	
22	Maintaining adequate stock of consumables.	X		X	
23	Consumables/replacement for IT equipment.	X		X	
24	Replacement of tool equipment services as & when necessary	X		X	
25	First-aid & medicine	X		X	
26	Food	X		X	
27	Materials required for up-keepment of health and hygiene	X		X	
28	Materials required for control of pollution.	X		X	
29	Consumables not indicated but required by Contractor in normal operation or needed for the maintenance of Bidder's equipment.	X		X	
F. OTHER SERVICES & PERSONNEL					
1	Site preparation		X		X
2	Furnish adequate roadway to location and the right of way		X		X
3	Mud Engineering Services including supply of complete line of chemicals.		X		X
4	Drilling Waste Management Services including solids control, drill cutting drier and dewatering system		X		X
5	Cementing Services including supply of cement & complete line of chemicals/ additives.		X		X
6	Bulk Handling Plant		X		X
7	Casing & Tubing Running-in with torque turn Services		X		X
8	Wireline Logging & TCP Services.		X		X
9	Liner Hanger Services including supply of handling/ setting tools and liner hanger accessories		X		X
10	Cased hole DST Services		X		X
11	Cold Casing Cutting Services	X		X	
12	Procurement and supply of BITs		X		X
13	Procurement and supply of casings, liners and tubing		X		X

Sl. No.	I T E M	At Expense of		Supplied by	
		C	O	C	O
14	Procurement and supply of well heads		X		X
15	Handling (loading & unloading) and storage of Company's, contractor's & subcontractor's materials at drill site.	X		X	
16	Transportation of entire Rig unit with accessories between locations (inter-location move)	X		X	
17	Inter-location movement of company's equipment attached with the rig.	X		X	
18	Transportation of contractor personnel. All transportation of Contractor's expatriate / National personnel between point of hire and place of residence in country of operation or other agreed point.	X		X	
19	Land, Air, Rail transportation of Contractor's local and expatriate personnel to Drilling rig.	X		X	
20	Automobile transportation for Contractor's personnel at base / camp as deemed necessary	X		X	
21	Collection of bits, light consumables and transportation of same including handling to well site.	X		X	
22	Communication service	X		X	
23	Medical facilities at well site	X		X	
24	Well head installation (BOP, Production & other equipment)	X		X	
25	Handling of all Company equipment at the drilling locations	X		X	
26	BOP testing services	X		X	
27	Maintenance of contractor's equipment.	X		X	
28	Well killing services	X		X	
29	Services required for deletion of faulty equipment	X		X	
30	Drilling Effluent water disposal services		X		X
31	Camp Sewage & waste disposal services	X		X	
32	Computation and record keeping services	X		X	
33	Degassing services	X		X	
34	Catering services	X		X	
35	Medical Services	X		X	
36	Ambulance services	X		X	
37	Firefighting services	X		X	
38	Services of Personnel	X		X	
39	Hydraulic Torque Wrenches	X		X	
40	Services not hereto fore designated but required by Contractor in normal operations or needed to maintain & operate contractor's equipment.	X		X	
41	Services not indicated but required due to directions of the Company	X		X	
42	Any services not designated and have any disputes – to be mutually agreed between both the Parties	X		X	

PROFORMA FOR BIO DATA OF KEY PERSONNEL

1. NAME:

2. FATHER'S NAME:

3. PRESENT ADDRESS:

4. PERMANENT ADDRESS:

5. NATIONALITY:

**6. PASSPORT NO. AND VALIDITY:
(IN CASE OF EXPATRIATE)**

7. DESIGNATED POST:

1. EDUCATIONAL QUALIFICATION:

2. DATE OF BIRTH:

3. EXPERIENCE IN REVERSE ORDER:

Name of the Authorized Signatory: _____

Name of the Firm/Service Provider/Bidder: _____

ANNEXURE – IV

DETAILS OF ELECTRICAL MACHINE USED IN RIG

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

Name of the Authorized Signatory: _____

Name of the Firm/Service Provider/Bidder: _____

ANNEXURE – V

**DETAILS OF ALL CABLES, LIGHT FITTINGS, PUSH BUTTON STATIONS, PLUG
& SOCKETS, JUNCTION BOXES, MOTORS, STARTERS ETC. TO BE USED IN THE
OFFERED RIG**

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

Name of the Authorized Signatory: _____

Name of the Firm/Service Provider/Bidder: _____

PROFORMA UNDERTAKING FROM CONTRACTOR'S PERSONNEL

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

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

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

Signature

Place:
Date:

NAME:
DESIGNATION:.....
DATE:.....

NAME:.....
DESIGNATION:.....
DATE:.....

PROFORMA – A

**LIST OF ITEMS (EQUIPMENT, TOOLS, ACCESSORIES, SPARES & CONSUMABLE)
TO BE IMPORTED IN CONNECTION WITH EXECUTION
OF THE CONTRACT SHOWING CIF VALUE**

Details of equipment to be incorporated as per format given below:

Sl.No	Item Description	Qty/ Unit	Rate	Total	Freight & Insurance	CIF Value	Port & other charge	Landed Cost	Is it re-export able?	Year of Mfg.	HSN Code
A	B	C	D	E=C*D	F	G=E+F	H	I=G+H	J	K	L
1	Mast and Substructure										
2	Service Rig and other rig accessories										
3	Power pack assembly for rig package										
4	Tankages for mud & water system										
5	Slush Pumps & accessories										
6	Rotary table & Top drive system										
7	Rotary swivel & accessories										
8	Traveling block & Hook										
9	Mud/completion fluid suction and delivery system										
10	Deleted										
11	Drill pipes with pup joints										
12	Drill collars/ HWDP										
13	BOP stack and well control equipment										
14	Choke and kill unit, line, fittings										
15	BOP control system										
16	Well control unit										
17	Deleted										
18	Degassing unit										
19	Cross over Subs										
20	Rig Instrumentation										
21	Tubular Handling tools										
22	All types of Fishing tools										
23	Air Winches										

24	Rig Communication systems										
25	Heavy Equipment										
26	Rig Offices Accommodation										
27	Additional Equipment										
28	Safety Equipment										
29	Power generation and electricity unit										
30	Lighting equipment										
31	Mud gas separator										
32	Any other equipment										
33	Spares										

NOTE:

1. A detail list of equipment is to be provided. Bidders may use additional sheets with the same details.
2. The items which are not of consumable in nature and required to be re-exported outside India after completion of the Contract shall be indicated as “YES” in column “J”.
3. The items which are of consumable in nature shall be indicated as “PARTLY” in column “J”. However, the unutilized Spares and Consumables must be re-exported by Contractor after expiry/termination of the Contract and bidders must confirm the same.
4. 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”.

Name of the Authorized Signatory: _____

Name of the Firm/Service Provider/Bidder: _____

PROFORMA-B**PRICE SCHEDULE****[For 01 No. of 1400 HP(MINIMUM) Service Rig for KG Basin (NELP Block)]**

Quotation No.: _____

Name and type of the Service Rig offered: _____

Currency of Quote : _____

Validity of Bid: _____

A. RATES:**CURRENCY:** _____

Sl. No.	Particular	Unit	Estd. Qty. (a)	UNIT RATE (b)	TOTAL AMOUNT (Estd.) (a*b)
1	Mobilization Charges (Lumpsum), if any (MOB)	Lumpsum	1		
2	Demobilization Charges (lumpsum), if any (DEMOB)	Lumpsum	1		
3	Rig Operating Day Rate (ODR)	Day	124		
4	Non-operating Day Rate (SDR) (Shall not be more than 90% of ODR)	Day	30		
5	Rig Repair Day Rate (RDR) (Shall not be more than 60% of ODR)	Day	6		
6	Inter- location move charges, lumpsum (ILM1) (Charges for one inter location move including De-rigging, loading, Unloading & rigging up charges including Rig Transportation Charges up to 50 Km)	Lumpsum	1		
7	Inter- location move charges, (ILM2) (Charges for one inter location move including De-rigging, loading, Unloading & rigging up charges including Rig Transportation Charges beyond 50 Km)	Kilometer	x		
8	Base camp shift charge (BCM)	Lumpsum	1		
Total estimated Contract Price of Rig and manpower for Six months inclusive of all taxes and duties, but excluding Basic Customs Duty & GST, which will be on OIL's A/c. (MOB+DEMOB+(124xODR) +(30xSDR)+(6xRDR)+(1xILM1)+(1xBCM) =					
9	Force Majeure Rate per 24 Hrs. (FM) @50% of ODR	Day rate			
10	Stack Day Rate per 24 Hrs.(STDR) @60% of ODR	Day rate			

Note: Quantities indicated are for evaluation only. However, payment will be on actual basis

Name of the Authorized Signatory: _____

Name of the Firm/Service Provider/Bidder: _____

PROFORMA-B1

INFORMATION IN THIS PRICE BID PROFORMA ARE REQUIRED IN CASE, OIL AT ITS DISCRETION, WANTS TO UTILISE THE ITEMS/SERVICES

1. FOOD AND ACCOMMODATION PER PERSON IN ADDITION TO 28 PERSONS:		
A	BREAKFAST	_____/ DAY
B	LUNCH	_____/ DAY
C	DINNER	_____/ DAY
D	ACCOMMODATION	_____/ DAY
2. INDEPENDENT TRANSPORT FLEET OPERATING CHARGE INCLUDING APPROPRIATE CREW AND POL		
A	HEAVY DUTY 50 T CRANE, PER HOUR (IF ANY)	
B	MEDIUM DUTY CRANE, PER HOUR	
C	OILFIELD TRUCK, PER HOUR	
D	LONG TRAILER WITH TRACTOR, PER HOUR	
E	FORK LIFT, PER HOUR	
F	HYDRA, PER HOUR	
3. OFFICE BUNK HOUSE WITH ACCESSORIES, PER DAY		
4. LIVING BUNK HOUSE WITH ALL ACCESSORIES, PER DAY		

Note: Prices under Proforma-B1 will not be considered for evaluation

Name of the Authorized Signatory: _____

Name of the Firm/Service Provider/Bidder: _____

PROFORMA-B2**FOR MANPOWER SERVICES**

Rates quoted against manpower service here below will not be taken for evaluation; **however, the same may be applied in case of additional man power requirement.**

Position	Total per day	Off	Allocated per Rig (a)	Unit	Unit Rate (b)	Total Amount (a*b)
Rig Manager/ Superintendent	1	-	1	No		
Tool pusher	1	1	2	Nos		
Tour Pusher/Night Tool Pusher	1	1	2	Nos		
Driller	2	2	4	Nos		
Assistant Driller	2	2	4	Nos		
Derrick men	2	2	4	Nos		
Roughneck/Floorman	6	6	12	Nos		
Ch. Mechanic	1	1	2	Nos		
Ch. Electrician	1	1	2	Nos		
Mechanic	1	1	2	Nos		
Electrician	1	1	2	Nos		
Welder	1	1	2	Nos		
HSE Officer	1	1	2	Nos		
Doctor	1	1	2	Nos		
Crane Operator	1	1	2	Nos		
Forklift Operator	1	1	2	Nos		
Roustabout/ unskilled labour	8	8	16	Nos		

Note: Prices under Proforma-B2 will not be considered for evaluation

Name of the Authorized Signatory: _____

Name of the Firm/Service Provider/Bidder: _____

BID FORM

To:
OIL INDIA LIMITED,
D.No.11-4-7; 3RD FLOOR
NOOKALAMMA TEMPLE STREET
RAMARAOPETA, KAKINADA-533004
Andhra Pradesh, India

Sub: Tender No. _____

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/months calculated from the date of issue of Letter of Award (LOA).

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

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

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof in your Letter 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 _____ 20...

Name of the Authorized Signatory: _____

Name of the Firm/Service Provider/Bidder: _____

CERTIFICATE OF COMPLIANCE WITH RESPECT TO BRC

We _____(Name of the bidder) hereby confirm that all the conditions given in the Bid Rejection Criteria(BRC) of the Bid document of Tender No. ----- are acceptable to us and we have not made any deviations from the same or put forward any additional condition in our offer in this respect. It is also confirmed that the supporting documents with regard to Eligibility Criteria of the bidder, laid down in the Bid Document are duly submitted in the “Technical RFX Response” containing the Techno-commercial Bid.

Name of the Authorized Signatory: _____

Name of the Firm/Service Provider/Bidder: _____

PROFORMA-E

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

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

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

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

Name of the Authorized Signatory: _____

Name of the Firm/Service Provider/Bidder: _____

NOTE: OIL INDIA LIMITED expects the bidders to fully accept the terms and conditions of the bid document. However, shall the bidders still envisage some exceptions/deviations to the terms and conditions of the bid document, the same shall be indicated as per above format and submit along with their bids. If the “**Statement of Non-Compliance**” in the above Proforma is left blank (or not submitted along with the Techno-commercial bid), then it would be construed that the bidder has not taken any exception/deviation to the tender requirements.

FORM OF BID SECURITY (BANK GUARANTEE)

**OIL INDIA LIMITED,
D.No.11-4-7;3rd Floor
NOOKALAMMA TEMPLE STREET
RAMARAOPETA, KAKINADA-533004
Andhra Pradesh, India**

WHEREAS, (Name of Bidder) _____ (hereinafter called "the Bidder") has submitted their offer Dated _____ for the provision of certain oilfield services (hereinafter called "the Bid") against OIL INDIA LIMITED, Kakinada, AP, India (hereinafter called the Company)'s tender No.: _____. KNOW ALL MEN BY these presents that we (Name of Bank) _____ of (Name of Country) _____ having our registered office at _____ (hereinafter called "Bank") are bound unto the Company in the sum of (*) for which payment well and truly to be made to Company, the Bank binds itself, its successors and assignees by these presents.

SEALED with the common seal of the said Bank this _____ day of _____ 20**.

THE CONDITIONS of these obligations are:

1. If the Bidder withdraws their Bid within its original/extended validity; or
2. The Bidder modifies/revises their bid suomoto; or
3. The Bidder does not accept the contract; or
4. The Bidder does not furnish Performance Security Deposit within the stipulated time as per tender/contract; or
5. If it is established that the Bidder has submitted fraudulent documents or has indulged into corrupt and fraudulent practice.

We undertake to pay to Company up to the above amount upon receipt of its first written demand (by way of letter/fax/cable), without Company having to substantiate its demand provided that in its demand Company will note that the amount claimed by it is due to it owing to the occurrence of any of the conditions, specifying the occurred condition or conditions.

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

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

A. Issuing Bank:

BANK FAX NO:
BANK EMAIL ID:
BANK TELEPHONE NO.:
IFSC CODE OF THE BANK:

B. Controlling Office:

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

* The Bidder shall insert the amount of the guarantee in words and figures.

** Date of expiry of Bank Guarantee shall be minimum 30 days after the end of the validity period of the Bid.

FORM OF PERFORMANCE BANK GUARANTEE

**OIL INDIA LIMITED,
D.No.11-4-7; 3rd Floor
NOOKALAMMA TEMPLE STREET
RAMARAOPETA, KAKINADA-533004
Andhra Pradesh, India**

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

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

AND WHEREAS we (Name of Bank) _____ of (Name of Country) _____ having our registered office at _____ (hereinafter called "the Bank") have agreed to give the Bidder such a Bank Guarantee; NOW THEREFORE we hereby affirm that we are Guarantors on behalf of the Bidder, 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 Bidder 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 Bidder 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 date _____ (calculated 90 days after the Contract completion date).

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

A. Issuing Bank:

BANK FAX NO:

BANK EMAIL ID:

BANK TELEPHONE NO.:

IFSC CODE OF THE BANK:

B. Controlling Office:

Address of the Controlling Office of the BG issuing Bank:

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

SIGNATURE AND SEAL OF THE GUARANTORS _____

Designation _____

Name of Bank _____

Address _____

Witness _____

Address _____

(Signature, Name and Address)

Date: _____

Place: _____

CONTRACT FORM

This Agreement is made on ____ day of _____ between Oil India Limited, a Government of India Enterprise, incorporated under the Companies Act 1956, having its registered office at Duliajan in the State of Assam and Project Office at D.NO.11-4-7, 3rd Floor, Nookalamma Temple Street, Ramaraopeta, Kakinada-533004, Andhra Pradesh, India 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) shall be provided by the Contractor as detailed hereinafter or as Company may require;

WHEREAS, Contractor engaged themselves in the business of offering such services represents that they have adequate resources and equipment, material etc. in good working order and fully trained personnel capable of efficiently undertaking the operations and is ready, willing and able to carry out the said services for the Company as per Section-II attached herewith for this purpose and

WHEREAS, Company had issued a firm Letter of Award No. _____ dated _____ based on Offer No. _____ dated _____ submitted by the Contractor against Company's Tender No. -----. All these aforesaid documents shall be deemed to form and be read and construed as part of this agreement/contract. However, shall there be any dispute arising out of interpretation of this contract in regard to the terms and conditions with those mentioned in Company's Bid Document and subsequent letters including the Letter of Intent and Contractor's offer and their subsequent letters, the terms and conditions attached hereto shall prevail. Changes, additions or deletions to the terms of the contract shall be authorized solely by an amendment to the contract executed in the same manner as this contract.

NOW WHEREAS, in consideration of the mutual covenants and agreements hereinafter contained, it is hereby agreed as follows –

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of Contract referred to.
2. In addition to documents herein above, the following Sections and Annexures attached herewith shall be deemed to form and be read and construed as part of this agreement viz.:
 - (a) Section-I indicating the General Conditions of this Contract;
 - (b) Section-II indicating the Terms of Reference/Technical Specifications/Scope of Work;
 - (c) Section-III indicating the Special Conditions of Contract and
 - (d) Section-IV indicating the Schedule of Rates;

In the event of any contradiction between General Condition of Contract and Special Condition Contract, then the Special Condition of Contract shall prevail.

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 ----- as of the date shown above.

Signed, Sealed and Delivered,

For and on behalf of Company
(Oil India Limited)

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

Name:

Name:

Status:

Status:

In presence of

In presence of

1.

1.

2.

2.

PROFORMA LETTER OF AUTHORITY

TO
Oil India Limited
D.No.11-4-7; 3rd Floor
NOOKALAMMA TEMPLE STREET
RAMARAOPETA, KAKINADA-533004
Andhra Pradesh, India

Sir,

Sub: OIL's Tender No. _____

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,

Signature: _____
Name & Designation: _____
For & on behalf of: _____

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

AUTHORISATION FOR ATTENDING BID OPENING

TO

Date: _____

**OIL INDIA LIMITED,
D.NO.11-4-7; 3RD FLOOR
NOOKALAMMA TEMPLE STREET
RAMARAOPETA, KAKINADA-533004
Andhra Pradesh, India**

Sir,

Sub: OIL's Tender No. -----

We authorize Mr. /Mrs. _____ (Name and address) to be present at the time of opening 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.

**FORMAT OF AGREEMENT BETWEEN BIDDER AND THEIR PARENT COMPANY /
100% SUBSIDIARY COMPANY (As the case may be)
(TO BE EXECUTED ON STAMP PAPER OF REQUISITE VALUE AND NOTORISED)**

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

WHEREAS

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

M/s. _____ (Bidder) intends to bid against the said tender and desires to have technical support of M/s. _____ [Parent Company/ Subsidiary Company-(Delete whichever not applicable)] and whereas Parent Company/ Subsidiary Company (Delete whichever not applicable) represents that they have gone through and understood the requirements of subject tender and are capable and committed to provide the services as required by the bidder for successful execution of the contract, if awarded to the bidder.

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

1. M/s. _____ (Bidder) will submit an offer to OIL for the full scope of work as envisaged in the tender document as a main bidder and liaise with OIL directly for any clarifications etc. in this context.
2. M/s. _____ (Parent Company/ Subsidiary Company (Delete whichever not applicable) undertakes to provide technical support and expertise, expert manpower and procurement assistance and project management to support the bidder to discharge its obligations as per the Scope of work of the tender / Contract for which offer has been made by the Parent Company/Subsidiary Company (Delete whichever not applicable) and accepted by the bidder.
3. This agreement will remain valid till validity of bidder's offer to OIL including extension if any and till satisfactory performance of the contract in the event the contract is awarded by OIL to the bidder
4. It is further agreed that for the performance of work during contract period bidder and Parent Company/Subsidiary Company (Delete whichever not applicable) shall be jointly and 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, India hereinafter called “OIL” which expression shall unless excluded by or repugnant to the context thereof, be deemed to include its successor and assigns, invited tender number for on

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

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

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

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

1. The Guarantor (Parent Company / **100% Subsidiary Company (Delete whichever not applicable)**) unconditionally agrees that in case of non-performance by the Company of any of its obligations in any respect, the Guarantor shall, immediately on receipt of notice of demand by OIL, take up the job without any demur or objection, in continuation and without loss of time and without any cost to OIL and duly perform the obligations of the Company to the satisfaction of OIL.

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

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

M/s _____

Witness:

1. Signature _____
Full Name _____
Address _____

Signature _____
Name _____
Designation _____

Common seal of the Company_____

Witness:

2. Signature _____
Full Name _____
Address _____

Attachment – III

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

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

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

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

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

WHEREAS

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

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

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

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

1. M/s. _____ (Bidder) will submit an offer to OIL for the full scope of work as envisaged in the tender document.
2. M/s. _____ (Sister Subsidiary/Co-subsidiary Company) undertakes to provide technical support and expertise and expert manpower, material, if any, to support the bidder to discharge its obligations as per the Scope of work of the tender / Contract for which offer has been made by the bidder.
3. This agreement will remain valid till validity of bidder's offer to OIL including extension if any and also till satisfactory performance of the contract in the event the bid is accepted and contract is awarded by OIL to the bidder.

4. Sister Subsidiary/ Co-subsidiary Company unconditionally agrees that in case of award of contract to the Bidder, if the Bidder is unable to execute the contract, they shall, immediately on receipt of notice by OIL, take up the job without any demur or objection, in continuation without loss of time and without any extra cost to OIL and duly perform the obligations of the Bidder/Contractor to the satisfaction of OIL.
5. The Ultimate Parent/Holding Company also confirms and undertakes that the commitment made by the Sister Subsidiary/ Co-subsidiary company in providing the technical support and technical expertise and expert manpower to support the bidder for execution of the contract are honoured.
6. The Ultimate Parent/Holding Company also takes full responsibility in getting the contract executed through the Sister subsidiary/ Co-subsidiary company in case the Bidder/Contractor is unable to execute the contract.
7. In witness whereof the parties hereto have executed this agreement on the date mentioned above.

For and on behalf of
(Bidder)

M/s.
Witness
1)
2)

For and on behalf of
(Sister Subsidiary /
Co-subsidiary)

M/s.
Witness
1)
2)

For and on behalf of
(Ultimate Parent / Holding
Company)

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-subsidiary company (ies) specializing in each sphere of activity, i.e. (a) manufacture/supply (b) installation and commissioning (c) servicing and maintenance, therefore, in that case, the above format shall be signed by all the sister/Co-subsidiary company(ies) and necessary modifications may be made in the above format to include all sister subsidiaries.

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