



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,
Ramaraopet,
KAKINADA-533004, A.P.
Phone (O) 0884-2302176
FAX: 91-884-2352383
Email: kgbasin@oilindia.in

FORWARDING LETTER

M/s. Cabot Specialty Fluids Ltd., UK

TENDER NO.ECP5671S18

for

**Hiring of Rental service of Cesium Formate as a completion fluid for testing
HPHT well TLK#1 at KG Basin Project, Andhra Pradesh, India**

Dear Sirs,

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. OIL INDIA LIMITED (OIL), KG Basin Project is presently operating in the on-land exploration Area/Block, KG-ONN 2004/1

In connection with its operations, OIL invites you to submit your most competitive bid on or before the scheduled bid closing date and time. For your ready reference, few salient points (covered in detail in the Bid Document) are highlighted below:

- (i) Tender No.: **ECP5671S18**
- (ii) Type of IFB: Single Stage-Composite Bid System
- (iii) Techno-commercial Bid closing Date & Time: **27.09.2017 (3.00 PM;IST)**
- (iv) Techno-commercial Bid Opening Date & Time: **27.09.2017(3.00 PM;IST)**
- (v) Bid Opening Place: OFFICE OF THE EXECUTIVE DIRECTOR (KGB&BEP),OIL INDIA LIMITED, D.NO.11-4-7; 3RD FLOOR, NOKALAMMA TEMPLE STREET, RAMARAOPET, KAKINADA-533004 ANDHRA PRADESH, INDIA
- (vi) Bid Validity : 90 days from date of Closing of bid
- (vii) Mobilization Time: As defined in the tender

- (viii) Bid Security Amount: **Rs. 30.71 lakhs or US\$ 47,720.00**
- (ix) Bid Security Validity: 120 days from date of closing of bid.
- (x) Amount of Performance Security: 10% of estimated Contract value
- (xi) Validity of Performance Security: 9 months from date of completion of Contract
- (xii) Duration of the Contract: 6 months from the date of commencement of Contract.
- (xiii) Bids to be addressed to: EXECUTIVE DIRECTOR (KGB&BEP), OIL INDIA LIMITED, D.NO.11-4-7; 3RD FLOOR, NOKALAMMA TEMPLE STREET, RAMARAOPET, KAKINADA-533004 ANDHRA PRADESH, INDIA

2.0 **Integrity Pact:**

The Integrity Pact is applicable against this tender:

OIL shall be entering into an Integrity Pact with the Bidders as per format enclosed vide “Proforma-I, Integrity Pact” of the tender document. The Proforma has to be returned by the Bidder (along 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 Integrity Pact Proforma duly signed by the Bidder shall be rejected straightway.

(Note: Shri Rajiv Mathur, IPS (Retd.), e-mail ID: rajivmathur23@gmail.com and Shri Satyananda Mishra, IAS (Retd.), e-Mail ID: satyanandamishra@hotmail.com have been appointed as Independent External Monitors).

3.0 **SUBMISSION OF BID:**

- 3.1 Offers should be sent in a sealed envelope. The offer should be submitted in Bidder’s own original letter head duly signed by authorized signatory and stamped. The offer should be put in a sealed envelope bearing the following details on the left hand top corner:
 - a) Oil India Ltd.’s Tender No.
 - b) Bid closing date
 - c) Brief Description of Service
 - d) Bidder’s Name, official address with Phone Nos. & Email address.
- 3.2 Bidders, in their own interest, are advised to drop their offers personally in the Tender Box at the office of “**Executive Director (KGB & BEP), Oil India Limited, D. No. 11-4-7, Nookalamma Temple Street, Ramarao Peta, Kakinada-533004, Andhra Pradesh**”. Alternatively, they may send their offers through Registered Post/Courier services. OIL will not be responsible for any delay, wrong delivery or non-delivery of the offer.

4.0 DEADLINE FOR SUBMISSION OF BIDS:

- 4.1 Offers must be received at this office before the Bid Closing date & time mentioned in the Tender .
- 4.2 Timely delivery of the offer at the above address is the responsibility of the Bidder.

5.0 OPENING OF TENDERS:

- 5.1 Bidder or their authorized representative (only one person per Bidder) will be allowed to be present at the time of opening of the Bids. However, a letter must be produced to the Tender Opening Officer at the time of opening of tenders. Unless this letter is presented, the representative will not be allowed to attend the tender opening.
- 5.2 In case of any unscheduled holiday/bandh on the bid opening date, the Bids will be opened on the next working day. Accordingly, Bid Closing Date / time will get extended up to the next working day.
- 6.0 OIL now looks forward to your active participation against the tender.

Thanking you.

Yours faithfully
Oil India Limited

-sd-
(A.Baruah)
Dy. Manager (Materials)
for Dy. General Manager (KGB&BEP)
for Executive Director (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. BIDDING DOCUMENTS

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

- (a) A forwarding letter highlighting the following points:
 - (i) Oil India Limited's Tender No.
 - (ii) Type of Bidding
 - (iii) Cost of Bid Document
 - (iv) Bid closing date and time.
 - (v) Bid opening date & time
 - (vi) Bid Opening Place
 - (vii) Bid Validity
 - (viii) Bid Security Amount
 - (ix) Bid Security Validity
 - (x) The amount of Performance Security
 - (xi) Validity of Performance Security
 - (xii) Duration of Contract
 - (xiii) Quantum of Liquidated Damage
 - (xiv) Bids to be addressed to
- (b) Instructions to Bidders, (Part-1)
- (c) General Conditions of Contract, (Section-I), (Part-2)
- (d) Terms of Reference/Technical Specification, (Section-II)
- (e) Special Terms and Conditions, (Section-III)
- (f) Estimated CIF value of items at the time of import, (Proforma-A),(Part-3)
- (g) Price Schedule Format, (Proforma-B)
- (h) Bid Form, (Proforma-C)
- (i) Statement of Non-Compliance , (Proforma-D)
- (j) Performance Security Form, (Proforma-E)
- (k) Contract Form, (Proforma-F)
- (l) Authorisation for Attending Bid Opening, (Proforma-G)
- (m) Bid Security Form, (Proforma-H)
- (n) Integrity Pact (Proforma -I)
- (o) Bio-Data and Experience of Personnel (Proforma-J)
- (p) Proforma of Letter of Authority, (Proforma-K)

- 2.1 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bid Document. Failure to furnish all information required as per the Bid Document or submission of a bid not substantially responsive to the Bid Document in every respect will be at the Bidder's risk & responsibility and may result in rejection of their 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. Bids will be accepted only if they are in the form issued to the party.
- 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.

B. PREPARATION OF BIDS

5.0 LANGUAGE OF BIDS:

- 5.1 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 English version which shall govern for the purpose of bid interpretation.
- 5.2 BIDDER'S NAME & ADDRESS : Bidders should indicate in their bids their detailed postal address including the Fax/Telephone / Cell Phone Nos. and E-mail address.
- 5.3 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 Composite Bid System. The bid to be submitted by the Bidder shall comprise of the following components:

I. TECHNO-COMMERCIAL BID

- (i) Particulars in accordance with the Terms of Reference/Technical Specification etc.
- (ii) Statement of non-compliance as per Proforma-D showing the list of deviation taken by the Bidder.
- (iii) Original Bid Security.

II. COMMERCIAL (PRICED) BID

- (i) Proforma-A showing the items to be imported with the CIF values.

- (ii) Price Bid Format as provided in Proforma-B.
- (iii) Bid Form as provided in Proforma-C

7.0 BIDFORM: The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in their Bid.

8.0 BID PRICE:

8.1 Prices are to be quoted as per the Bidding format vide Proforma-B of the tender document. The rates quoted shall be per unit as specified in the Price Schedule and are to be quoted in figures only.

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 The quoted rates must be inclusive of all taxes, license/other fees, or any other applicable Govt. levies excepting GST which will be borne by OIL at applicable rate. Any additional Govt. levies/taxes paid by the contractor due to subsequently enacted law of the Govt., Company will reimburse the same to the contractor against documentary evidence of payment.

9.0 Deleted

10.0 PERIOD OF VALIDITY OF BIDS:

10.1 Bids shall remain valid for **90 days** after the date of bid opening prescribed by the Company.

10.2 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 (or by Fax or E-mail).

11.0 BID SECURITY:

11.1 Bidder shall furnish as part of its Technical bid, Bid Security in the amount as specified in the "Forwarding Letter".

11.2 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.

11.3 All the bids must be accompanied by Bid Security for the amount as mentioned in the Forwarding Letter. The Bid Security in original should be submitted in a separate envelope and shall be in any one of the following forms:

(a) A Bank Guarantee or irrevocable Letters of Credit in the prescribed format vide Proforma-H. Bank Guarantee/LC issued from 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. Bank Guarantee issued by a Bank, amongst others, must contain the following particulars of such bank: a) Full address. b) Branch Code. c) Code Nos. of the authorized signatory with full name and designation. d) Phone Nos., Fax Nos., E-mail address. The Bidders will have to submit the Bank Guarantee from any of the scheduled banks

on non-judicial stamp paper of requisite value as per the Indian Stamp Act, purchased in the name of the issuing banker. The Bank Guarantee / LC shall be valid for 30 days beyond the validity of the bids asked for in the Bid Document.

- 11.4 Any bid not secured in accordance with sub-clause 11.3 above shall be rejected by the Company as non-responsive.
- 11.5 The Bidders shall extend the validity of the Bid Security suitably, if and when specifically advised by OIL, at the Bidder's cost.
- 11.6 Unsuccessful Bidder's Bid Security will be discharged and/or returned within 30 days after finalization of IFB.
- 11.7 Successful Bidder's Bid Security will be discharged and/or returned upon Bidder's furnishing the Performance Security and signing of the Contract. Successful Bidder will however ensure validity of the Bid Security till such time the Performance Security is furnished.
- 11.8 Bid Security shall not accrue any interest during its period of validity or extended validity.
- 11.9 The Bid Security may be forfeited: i) The Bidder withdraws the bid within its original/extended validity. ii) The Bidder modifies/revise their bid suo moto. iii) Bidder does not accept the order/contract. iv) Bidder does not furnish Performance Security Deposit within the stipulated time as per tender/order/contract. v) If it is established that the Bidder has submitted fraudulent documents or has indulged into corrupt and fraudulent practice, the bid security shall be forfeited after due process in addition to other action against the Bidder.
- 11.10 In case any Bidder withdraws their bid during the period of bid validity, Bid Security will be forfeited and the party shall be debarred for a period of 2(two) years.
- 11.11 Deleted
- 11.12 A bid shall be rejected straightway if Original Bid Security is not received within the stipulated date & time mentioned in the Tender and/or if the Bid Security validity is shorter than the validity indicated in Tender and/or if the Bid Security amount is lesser than the amount indicated in the Tender.
- 11.13 If Bank Guarantee is submitted towards 'Bid Security', then Bidders have to ensure that the BG issuing bank indicate the name and detailed address (including e-mail) of their higher office from where confirmation towards genuineness of the BG can be obtained.
- 12.0 EXEMPTION FROM SUBMISSION OF BID SECURITY: Deleted

C. SUBMISSION AND OPENING OF BIDS:

13.0 FORMAT AND SIGNING OF BID:

- 13.1 Deleted

- 13.2 Any person signing the Bid or any other document in respect of this Bid 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 may, without prejudice to any other right or remedy, cancel his Bid or Contract and hold the Bidder liable to the Company for all costs and damages arising from the cancellation of the Bid or Contract including any loss which the Company may sustain on account thereof. In addition to the above, Bid Security/ Performance Security (as the case may be) will be forfeited and the party shall be debarred for a period of 2(two) years.
- 13.3 Any Bid, which is incomplete, ambiguous, or not in compliance with the Bidding process will be rejected.
- 13.4 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 signed the Bid.

14.0 SUBMISSION OF BIDS

- 14.1 The tender is processed under Single Stage - Composite Bid system. Bidder shall submit the Technical bid and Priced bid along with all the Annexures and Proforma.
- 14.2 All the conditions of the Contract to be made with the successful Bidder are given in various Sections of the Bid Document. Bidders are requested to state their non-compliance to each clause as per Proforma-D of the bid document and the same should be submitted along with the Techno-commercial Bid.
- 14.3 Timely delivery of the documents in physical form is the responsibility of the Bidder. Bidders should send the same through Registered Post or by Courier Services or by hand delivery to the Officer in Charge of the particular tender before the Bid Opening Date and Time failing which bid shall be rejected. Company shall not be responsible for any postal delay / transit loss.
- 14.4 Deleted
- 14.5 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.

15.0 DEADLINE FOR SUBMISSION OF BIDS:

No bid can be submitted after the submission dead line is reached. Bids are to be submitted before the Bid Closing Date and Time mentioned in the Tender.

16.0 MODIFICATIONS AND CLARIFICATIONS OF BIDS:

16.1 Offers or modifications to offers received after the Bid Closing Date and time will not be considered. No unsolicited correspondence after submission of the offer will be taken cognizance of or responded to.

16.2 After the opening of the bid, OIL may at its discretion ask the Bidder for clarification of its bids. The request for clarification and response shall be in writing and no change in the price or substance of the Bid shall be accepted. The reply of the Bidder should be restricted to the clarifications sought.

17.0 EXTENSION OF BID SUBMISSION DATE:

Normally no request for extension of Bid Closing Date will be entertained. However, in case of any changes in the specifications, inadequate response or for any other reasons, OIL may at its discretion, extend the Bid Closing Date and/or time.

18.0 RETURN OF 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 OPENING OF TENDERS:

19.1 Bidder or their authorised representative (only one person per Bidder) will be allowed to be present at the time of opening of the Bids. However, a letter (as per Proforma- G) must be produced to the Tender Opening Officer at the time of opening of tenders. Unless this letter is presented, the representative will not be allowed to attend the tender opening.

19.2 In case of any unscheduled holiday/Bandh on the bid opening date, the Bids will be opened on the next working day. Accordingly, Bid Closing Date / time will get extended up to the next working day.

20.0 EVALUATION AND COMPARISON OF BIDS:

The Company will evaluate and compare the bid as per Terms and Conditions of the tender document.

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

20.2 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.

D. AWARD OF CONTRACT

21.0 AWARD CRITERIA:

The Company will award the Contract to the Contractor 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.

22.0 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.

23.0 NOTIFICATION OF AWARD:

23.1 Prior to expiry of the period of bid validity or extended validity, the Company will notify the successful Bidder(s) in writing that his bid has been accepted.

23.2 The notification of award will constitute the formation of the Contract.

23.3 Upon furnishing of Performance Security pursuant to Clause 25.0 below, the Company will promptly notify and will discharge their Bid Security, pursuant to Clause 11.0 hereinabove.

24.0 SIGNING OF CONTRACT:

24.1 At the same time as the Company notifies the successful Bidder(s) that his Bid has been accepted, the Company will either invite the Bidder(s) for signing of the agreement or send the Contract Form provided in the bidding document. The form will be accompanied by the General & Special Conditions of Contract, Scope of Works, Schedules of Rates and all other relevant documents.

24.2 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.

- 24.3 In the event of failure on the part of the successful Bidder to sign the Contract, 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.

25.0 PERFORMANCE SECURITY:

- 25.1 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-E or in any other format acceptable to the Company and must be in the form of a Demand Draft or Bank Guarantee or irrevocable Letter of Credit (LC) from: a) Any schedule Indian Bank or Any Branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in case of domestic Bidder, or b) In case of foreign Bidder, the bank guarantee can be accepted from any scheduled bank in India or from International bank who has its branch in India registered with Reserve Bank of India. c) Any foreign Bank which is not a Scheduled Bank in India, provided the Bank Guarantee issued by such Bank is counter-guaranteed by any Branch situated in India of any Scheduled Bank incorporated in India.

Bank Guarantee issued by a Bank, amongst others, must contain the following particulars of such bank: a) Full address. b) Branch Code. c) Code Nos. of the authorized signatory with full name and designation. d) Phone Nos., Fax Nos., 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.

- 25.2 The Performance Security specified above must be valid for 90 days beyond the expiry date of the contract to cover any obligation and to lodge claim, if any. The same will be discharged by Company after the validity period of the performance security. In the event of extension of contract, subsequent to expiry of validity of the original contract period, Contractor shall have to enhance the value of the performance security to cover the contract value for the extended period and also to extend the validity of the Performance Security accordingly.
- 25.3 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.
- 25.4 The Performance Security will not accrue any interest during its period of validity or extended validity.
- 25.5 Failure of the successful Bidder to comply with the requirements of Clause 24.0 and/or 25.0 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.
- 26.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENTS: If it is found that a Bidder/Contractor has furnished fraudulent document/information, the Bid

Security/Performance Security shall be forfeited and the party shall be debarred as per the OIL's Banning Policy dated 6th Jan 2017 available at OIL's website.

- 27.0 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.
- 28.0 MOBILISATION ADVANCE PAYMENT: 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.
- 28.1 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.
- 28.2 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.
- 29.0 Deleted
- 30.0 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.
- 31.0 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.
- 32.0 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-1

PART-2

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.

s) **“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 Contractor's items and personnel, as specified in the Contract, shall be completed by the Contractor within the time period as mentioned below.:

(i) Total ordered fluid, equipment & lab facilities along with services are to be mobilized within 30 days from the date of issue of mobilization notice by OIL.

(ii) Contractor's personnel within 07 days upon written request from OIL.

2.3 **DATE OF COMMENCEMENT OF CONTRACT:** The Commencement date of Contract shall be date of first arrival of the Contractor's Fluid Engineer along with the pumping & filtrations equipment for undertaking operations at the wellsite (TLK#1).

2.4 **DURATION OF CONTRACT:** The duration of the Contract for Cesium Formate rental services shall be for a period of 6 months from the date of commencement of Contract or upto completion of well whichever is earlier. However, the Contract shall get automatically extended 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. Extension of the Contract beyond 6 months of operations will be agreed only after rates, terms and conditions are mutually agreed upon.

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 and the Special Conditions of Contract, 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 in so far 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-III (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.

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

7.0 CONFIDENTIALITY, USE OF CONTRACT DOCUMENTS AND INFORMATION

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

(a) which is possessed by the Contractor, as evidenced by the Contractor's written records, before receipt thereof from the Company which however the Contractor shall immediately inform to Company ; or

(b) which is required to be disclosed by the Contractor pursuant to an order of a court of competent jurisdiction or other governmental agency having the power to order such disclosure, provided the Contractor uses its best efforts to provide timely notice to Company of such order to permit Company an opportunity to contest such order subject to prior permission from Company.

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

7.3 Any document supplied to the Contractor in relation to the contract other than the Contract itself remain the property of Company and shall be returned (in all copies) to Company on completion of Contractor's performance under the Contract if so required by Company. 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 Deleted

8.6 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 .

8.7 Corporate and personal taxes on Contractor shall be the liability of the Contractor and the Company shall not assume any responsibility on this account.

8.8 All local taxes, levies and duties, sales tax, octroi, etc. on purchases and sales made by Contractor (except customs duty) shall be borne by the Contractor.

8.9 Goods and Services Tax (GST): The price excludes GST and the GST as applicable shall be to the Company account. The GST amount on the taxable part of the services provided by the Contractor shall be paid by the Company as per provisions of the GST Act.

8.10 Oil India Ltd., KG Basin Project's GST provisional ID No. : **37AAACO2352C1ZW**.

9.0 INSURANCE

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

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

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

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

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

9.6 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.

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

9.8 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-III)/ Proforma-B. 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 daily rate shall apply for the first 7 days. Parties will have the right to terminate the Contract if such 'force majeure' conditions continue beyond 7 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 7 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 pendente-lite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.

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

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

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

8. If after commencement of the arbitration proceedings, the parties agree to settle the dispute mutually or refer the dispute to conciliation, the arbitrators shall put the proceedings in abeyance until such period as requested by the parties.

9. Each party shall be responsible to make arrangements for the travel and stay etc. of the arbitrator 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

EXECUTIVE DIRECTOR (KGB & BEP)
Door No: 11-4-7(3rd Floor)
Nookalamma Temple Street
Ramaraopeta
Kakinada-533004
Andhra Pradesh
India
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 sub-contract the petty support services subject to Company's prior approval. However, Contractor shall be fully responsible for complete execution and performance of the services under the Contract.

16.0 MISCELLANEOUS PROVISIONS

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

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

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

16.4 Key personnel cannot be changed during the tenure of the Contract except due to sickness/death/resignation of the personnel in which case the replaced person 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 @ 1/2% 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 weeks 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 servants, agents, nominees, contractors or sub-contractors shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss or damage to the property of the Company and/or their contractors or sub-contractors, irrespective of how such loss or damage is caused and even if caused by the negligence of Contractor and/or its servants, agents, nominees, assignees, contractors and sub-contractors. The Company shall protect, defend, indemnify and hold harmless Contractor from and against such loss or damage and any suit, claim or expense resulting therefrom.

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

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

21.8 The Company hereby further agrees to waive its right of recourse and agrees to cause it underwriters to waive their right of subrogation against Contractor and/or its underwriters,

servants, agents, nominees, assignees, contractors and sub-contractors for injury to, illness or death of any employee of the Company and of its contractors, sub-contractors and/or their employees when such injury, illness or death arises out of or in connection with the performance of the Contract.

22.0 Deleted

23.0 (A) INDEMNITY AGREEMENT

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

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

23.0 (B) 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. Payment to the third party supplier(s) of the items/consumables shall be made after receipt of goods at well site duly certified by authorized personnel of the Company. All payments will be made in accordance with the terms hereinafter described.

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 60 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) Damage to another contractor of Company
- h) 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/IGST/CGST/UTGST Act 2017.
- l) Customs & Excise Act & Rules
- m) OISD guidelines & procedures
- o) DGMS Guidelines/Notifications.
- p) Central Electricity Authority (Measures relating to Safety and Electric Supply) Regulations, 2010
- q) The Environmental Protection Act, 1986
- r) The water (Prevention and control of pollution) act, 1974,
- s) The Air (prevention and control of pollution) Act, 1981
- t) All notifications released by MoEF time to time)
- u) Hazardous waste management and handling Rules

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

26.4 The Contractor must follow the duty pattern as notified by DGMS/Ministry of Labour & Employment dated 30th June, 2014 or subsequent amendment, if any. Moreover, since the Contractor's personnel engaged shall be working under the Mines Act and Oil Mines Regulations, the Contractor shall have to obtain any other relevant permission from the Mines Directorate to engage their employees in compliance with various procedures as per Mines Act. In case of any breach of procedures under Mines Act the Contractor shall be held responsible and they shall bear all expenses arising as a result thereof."

26.5 The Contractor shall not engage labour below 18 (eighteen) years of age under any circumstances. Persons above 60 (sixty) years age also shall not be deployed, 26.6 Moreover, the Contractor should obtain and produce in advance to commencement of Work the following certificate / approvals: (i) Total manpower list. (ii) All certificates as per applicable laws including Mines Acts. (iii) Regional Labour certificate, if required.

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 OF MATERIALS

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

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

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 Annualized Contract Price, provided however that this limitation shall not apply to the cost of repairing or replacing defective equipment by the Contractor, or to any obligation of the Contractor to indemnify the Company with respect to Intellectual Property Rights.

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

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 CUSTOMS DUTY

34.1 Company shall use the Equipment with the Services under the Contract in the PEL/ML areas renewed / issued to Company after 1.4.1999 and therefore, in terms of Notification No. 21 dated 01.03.2002 issued by Govt. of India, Ministry of Finance(Department of Revenue) and amended Notification No. 12/2016-Customs dated 01.03.2016, goods specified in List-34(Condition No. 40A) under Srl. No. 357A imported in connection with petroleum operations under this Contract would attract zero customs duty. Company will issue Recommendatory Letter to Directorate General of Hydrocarbons(DGH), Ministry of Petroleum & Natural Gas, as per Government guidelines for issuance of Essentiality Certificate (EC) from Directorate General of Hydrocarbons, to enable the Contractor to import goods at concessional (Nil) customs duty so as to provide the services under this Contract provided these goods are specified in the List-34(Condition No. 40A) under Srl. No. 357A of the aforesaid Notification.

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

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

34.4 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.

34.4.1 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.

34.5 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.

34.6 **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.

34.6.1 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.

34.6.2 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.

34.6.3 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.

35.0 'HSE' GUIDELINES

35.1 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.

35.2 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.

35.3 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.

35.4 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.

35.5 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.

35.6 Keep an up to date SOP and provide a copy of changes to a person designated by the Mine Owner/Agent/Manager.

35.7 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.

35.8 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.

35.9 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

35.10 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.

35.11 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.

35.12 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.

35.13 Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the contractor.

35.14 The contractor shall have to report all incidents including near miss to Installation Manager / departmental representative of the concerned department of OIL.

35.15 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.

35.16 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.

35.17 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.

35.18 To arrange daily tool box meeting and regular site safety meetings including pit level meeting and maintain records.

35.19 Records of daily attendance, accident report etc. are to be maintained in Form B, E, J (as per Mines Rules 1955) by the contractor.

35.20 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.

35.21 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.

35.22 Contractor's arrangements for health and safety arrangement shall be consistent with those for the mine owner.

35.23 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.

35.24 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.

35.25 The contractor should prevent the frequent change of his contractual employees as far as practicable.

35.26 The contractor should frame a mutually agreed bridging document between OIL & the contractor with roles and responsibilities clearly defined.

35.27 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.

36.0 DAMAGE OR LOSS OF EQUIPMENT

The Contractor shall at all times be solely responsible for any damage to or loss or destruction of the equipment 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 Contractor's items are declared to be total loss and/ or construed to be total loss, as determined by the applicable insurance coverage, this Contract shall terminate for the occurrence of the event causing such loss and each party shall there upon be released of all further obligations here under in respect of this Contract, except for its payment of monies then due or liabilities to be charged in respect of the Work already done under this Contract.

37.0 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.

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

(END OF SECTION-I)

SECTION -II

TERMS OF REFERENCE / TECHNICAL SPECIFICATIONS

Hiring of Rental service of Cesium Formate as a completion fluid for testing HPHT well TLK#1 at KG Basin Project, Andhra Pradesh, India

1.0 PROJECT INFORMATION

OIL India Limited (OIL), KG Basin Project, has planned one location TLK#1 for testing of HPHT wells with Cesium Formate brine to minimize formation damage and for improving reservoir connectivity. Since the well was completed with 16ppg mud weight during drilling, the equivalent specific gravity of the brine works out to be 1.92, the required weight of Cesium Formate brine for well testing would be 16ppg(1.92 sg).

1.1 Name of well: TLK #1 located in ON SHORE block in KG – Basin (PEL area) in Eastern offshore.

1.2 Type of Rig to be deployed: Land Rig #4 (1500HP Essar Rig)

1.3 Scope of Work: To provide on rental Cesium formate brine as a testing fluid along with services.

Duration of the Contract : 6 months from the date of Commencement of Contract

2.0 SCOPE OF WORK

The Scope of Work is defined and described by, but not necessarily limited to any or all of the following:

1. To provide required quantity of cesium format brine 16ppg (sg 1.92) depending on the formation pressure on **a rental basis** as a testing fluids.
2. Brine handling equipment for pumping & Storage at rig. (Returnable basis).
3. Brine Cleaning / Filtration facilities (Returnable basis)
4. Service engineer / supervisor for engineering services. Testing fluid engineer proposed to be deployed on rig should possess experience in handling of testing fluid(Cesium Formate brine).
5. The approximate requirement of Cesium Formate brine of well TLK#1 is 1400 bbl of Sp.Gr 1.92 and 50 bbl of 2.2 sg for testing the zone of interest, the detail zones will be provided separately at the time of testing. However, the actual sp gr depends on the formation pressure. Bidder has to provide manufacturer's test report of Cesium Formate brine along with the bid and during mobilization also conforming to specification as mentioned in the tender.
- 6. OIL reserves the right to test the brine for above parameters at any time of the Contract, if material offered does not conform to above parameter, Bidder**

shall have to replace the material within 2 week's time and no payment shall be made for such period.

7. Provision for testing of Cesium Formate brine to be made on the rig including a full set of testing materials, laboratory equipment, chemicals and reagents.
8. The Bidder shall provide on-site engineering personnel possessing experience of handling of testing fluid (Cesium formate brine). The on-site engineers should be able to communicate in English.
9. On site engineers of Bidder shall provide the OIL with the daily fluid reports, complete parameters, volumes of Cesium formate prepared from stock solution and consumptions/wastage of materials and chemicals as per standard industry practice to OIL.
10. On site engineers of Bidder, shall communicate with OIL on daily basis. OIL shall provide free access to its communication system to the Bidder's on site engineers for official work.
11. OIL reserves its right to modify its programme any time.

2.1 Cesium formate Supply

- i) Bidder shall quote for supply of Cesium Formate brine of desired Sp.Gr. of 1.92 sp. gr.(16ppg) and Sp. Gr. of 2.2 sp. gr.(18.3 ppg) as per specification mentioned in the tender documents.
- ii) All expenses incurred by the BIDDER on account of supply and maintenance of all pumping equipment (Weldon type), filtration unit etc. on returnable basis or any other expenses incurred by the Bidder incidental to providing the services as per scope of work of Tender shall be borne by the Bidder within their quoted rate. BIDDER shall be solely responsible for the operation of Bidder's equipment including but not limited to the rigging up, testing, running and rigging down thereof.
- iii) BIDDER shall deliver the Cesium Formate brine, FOR wellsite near Kakinada basis at a time to be notified by OIL.
- iv) It shall be the responsibility of the BIDDER to dispose the wastes and the packaging materials as per statutory norms.
- v) BIDDER shall submit with the bid the product detail data including brand name, specifications and material safety data sheet(MSDS).
- vi) BIDDER shall submit the product detail data including brand name, specifications and material safety data sheet (MSDS) prior to dispatch.
- vii) BIDDER shall perform any other related services normally with the BIDDER's capabilities.

viii) BIDDER shall carry out all activities in accordance with the highest international standards of the oil and gas industry, ensure safe conditions and methods of work and maintain the same for the entire period of operations.

ix) As the fluid will be on rental basis, Bidder will maintain daily inventory of fluid pumped & receipt. Daily volume report to be signed by the OIL representative & Service provider.

x) BIDDER during the course of operations must comply fully with applicable environmental laws, regulations, and practices. BIDDER is required to perform work so as to minimize the generation of hazardous waste to the extent technically feasible. BIDDER while performing the work shall prevent releases, spills, and leaks. BIDDER will dispose at BIDDER's expense at OIL's approved sites of all empty containers, boxes, drums, etc. of all chemicals consigned to BIDDER.

xi) BIDDER shall maintain a complete and accurate log of daily operations on the approved formats as per industry practice. Each day the BIDDER shall furnish a clean and legible copy of the report (Duplicate) including testing fluid check and operation of brine filtration unit as well as daily wastage of testing fluid. OIL's representative on board present at the site shall sign two copies of the report, one of OIL and one for BIDDER, to signify acceptance on behalf of OIL of the testing cesium formate brine supplied by BIDDER.

xii) BIDDER shall comply fully with applicable environmental international and local laws, regulations and practices as described in section HEALTH, SAFETY, ENVIRONMENTAL PROTECTION AND SUBSTANCE ABUSE CONDITIONS.

xiii) After the completion of job, for returning the quantity of Cesium Formate brine, a joint sampling will be carried out (Service provider and OIL) for detail analysis of brine and joint report will be issued for final payment.

xiv) BIDDER shall furnish the Price Schedule in a tabular form in steps of 0.01 S.G intervals from 1.91 S.G to 1.65 S.G for Buy Back of Cesium Formate against Specific Gravity (SG) and % of Solids acceptability along-with their Offer.

2.2 BIDDER TO PROVIDE

BIDDER shall provide all equipment, materials, personnel and services specified herein.

(i) Approvals

BIDDER shall submit the following to OIL for approval prior to the Commencement date.

- Preventive maintenance schedule and plan for all BIDDER's Equipment.
- Bulk handling guidelines.
- Emergency procedures for gas, fire and other emergencies.
- BIDDER's safety manual and procedures.

(ii) Technical Proposal for testing fluids.

The following general information is provided to assist the Bidders:

- Well details

(iii) Technical Proposal for Brine Filtration Unit

BIDDER has to submit a detailed and complete proposal for installation of Brine filtration Unit on award of Contract. The proposal shall include but not be limited to the following:

1. Detailed project schedule for installation.
2. Details of shipping time and installation time for the equipment.
3. Detailed equipment list as pertains to the installation.

Bidder shall submit:

- Complete cost estimates of Cesium Formate brine as a testing fluid.
- BIDDER shall provide technical backup and support for OIL operation as required by their field personnel.
- Bidders are requested to supply details of their Quality Assurance (QA) / Quality Control (QC) procedures as they pertain to the supply of chemicals.

(iv) PERSONNEL:

Bidder shall provide testing fluid engineer (2 Nos) 12 hour shift/day for 24 Hour operation for Testing Fluid Management and Brine Filtration unit.

(v) Mobilization of Bidder's personnel

- BIDDER will provide personnel upon written request from OIL.
- OIL will provide at least 7 days advance notice for crew mobilization.

(vi) Reporting.

BIDDER shall comply with the following reporting requirements as a minimum. BIDDER shall also provide additional reports to the OIL representative as may reasonably be requested during the work.

1. Maintenance of an up to date inventory of all testing fluid held on the drilling unit.
2. Daily fluid reports on a standard format, which is mutually agreed between OIL and the BIDDER on a daily basis to OIL's Drilling Fluid Services section based at KG Basin Project, Nookalamma Temple Street, Oil India Limited (OIL), Kakinada.
3. At the end of testing of job, Bidder will submit details of fluid receipt, consumption & balance inventory of fluid along with characteristics parameters including brine & solid percentage for payment purpose. A details report should include.
 - 3.1 An evaluation of the testing fluid properties and their performance.
 - 3.2 A comparison of planned vis-à-vis actual costs.
 - 3.3 Services performed.
 - 3.4 Performance of equipment.
 - 3.5 Downtime occurred and NPT lost during operations.
 - 3.6 Detailed recommendations for future wells.

- 3.7 A detailed cost breakdown and material reconciliation for all the services performed.

(vii) Equipment, Materials and Additives

1. BIDDER shall provide all equipment, materials, personnel and services specified herein for Cesium Formate based testing fluid for well TLK#1.
2. The CESIUM FORMATE fluid will be provided on Consignment stock basis. Consignee for import purpose shall be Bidder AND the terms for imports **shall be CIF Landed Kakinada for KG Basin Project, OIL**. BIDDER shall be responsible for custody; maintenance and upkeep of the inventory during the consignment period which shall last the contract duration and shall be liable take back the balance Cesium Formate fluid after the Contract duration.
3. Equipment shall be supplied with relevant safety devices and shut down systems as required by the safe oilfield practice.
4. BIDDER shall maintain the equipment in such a manner to prevent downtime or waiting on equipment during operation.
5. It is the Bidder responsibility to provide clear brine at rig for which Bidder has to provide filtration unit (No additional payments shall be applicable for brine filtration unit).
6. Solid % age will be determined by Millipore filter press by filtration through 0.45 Micron filter paper. Bidder has to arrange Millipore filter press.

(viii) LOGISTICS AND INSPECTION.

1. BIDDER is required to mobilize its equipment and materials to the well site TLK#1 as per OIL's notice and within 30days (maximum).
2. Products are to be packaged reasonably to protect them from damage in transit. The packing shall be seaworthy to withstand rough handling and transportation. All liquid materials must be packed in leak-proof and spill proof containers. They should all be labelled clearly on all four sides with the chemical name and quantity.
3. All Cesium Formate brine supplied should have Material Safety Data Sheet (MSDS) and / Product Data Sheet (PDS) supplied with them.
4. BIDDER shall immediately replace the materials that are received in degenerated / damaged condition at the well site.
5. BIDDER shall depute the representative to well site Loc: TLK#1 and provide the detail infrastructure requirement in advance for uninterrupted service during the span of operation .

(ix) TECHNICAL SUPPORT

The following technical support should be supplied as/when required:

This will include but not be limited to:

- Testing and analysis of Cesium Formate brine as per current specifications and provide detailed results of tests if required.
- Pilot test / fully test properties based on suggestions from OIL and BIDDER personnel.

(x) NEW DEVELOPMENTS

BIDDER shall make available to OIL in as much as it is not constrained by agreements of confidentiality, details of any ongoing research and development activities that it is undertaking and which may be relevant to the OIL's operation.

(xi) BIDDER's PERSONNEL

BIDDER shall provide the following personnel possessing the qualification specified in below to perform the Services

(A) Personnel Requirements

(i) Testing Fluid Engineer

BIDDER shall provide a qualified, skilled and experienced fluid engineers, who must have engineering experience in handling Cesium Formate fluid **systems**. The fluid Engineer shall be responsible for, but not be limited to the following:

- To prepare required Sp. Gr of Cesium Formate brine as per program.
- Shall provide OIL with daily fluid test reports in a standard format as mutually agreed by OIL and the BIDDER.
- Run, maintain and manage the fluid system.
- To prepare fluid consumption reports with costs and submit to the OIL Representative on the well site within 24 hrs after the testing of every section.
- Maintain a stock of inventory on the well site and ensure that adequate stock is available on the site to maintain and run the Cesium Formate brine system.
- Fluid engineer should also maintain & operate the brine filtration unit

Notes:

1. BIDDER will remove and replace in a reasonable time at the Bidders expense any of the Bidders personnel if OIL so requests in writing setting out grounds for its requirement.
2. BIDDER shall submit CVs of the personnel to the OIL for approval prior to the commencement of the Operations.
3. The Expatriate personnel of the BIDDER shall possess Ministry of Home Affairs (MOHA) clearance and the BIDDER shall ensure that the MOHA clearance is obtained at his own responsibility and cost prior to any expatriate personnel mobilized to the field.

(ii) Language Requirements

BIDDER shall ensure that all personnel provided have an adequate command of English language – both written and spoken.

(B) OIL'S REQUISITES

1. BIDDER shall, prior to mobilization, furnish to OIL a list of all personnel who are to perform the Services. The list shall show each person's qualifications, details of work history and previous employment with dates, training courses attended, and copies of all pertinent certifications. Personnel must be fluent in written and spoken English.
2. If the BIDDER plans to change any personnel from the list, the BIDDER shall notify OIL in advance of the intended change and give OIL the above-mentioned particulars of the new person.
3. OIL reserves the right to reject any person on such list, and any subsequent changes to the list.
4. Bidder's personnel shall be trained for H₂S.
5. A notice period of 7 days shall be given to mobilize the personnel.

BIDDER'S PERSONNEL RESUME

This format shall be used for each crew and shall be submitted by BIDDER ten (10) days prior to mobilization.

1. General information:

- a. Name:
- b. Nationality:
- c. Date of Birth/Place:
- d. NRIC/Passport No.:
- e. Date of Expiry:
- f. Visa Type:
- g. Citizenship:

2. Formal Education:

3. Previous Employment:

4. Total experience in oil industry and break of experience in different testing fluid systems:

5. Training/Courses/Seminars attended:

6. Countries worked and relevant experience

7. Problems encountered:

8. Brief outline of career covering years, job titles, responsibilities etc etc.

Note: Indian laws require all foreign nationals to have Employment VISA (work permit) to work in the country. Also there are restrictions on citizen of certain countries being able to work in on-shore India. Bidders are advised to seek appropriate governmental approvals prior to selecting their crew/personnel.

3.0 RESPONSIBILITY FOR MATERIALS AND SERVICES

SL. No	DESCRIPTION	PROVIDED BY		AT COSTS OF	
		BIDDER	OIL	BIDDER	OIL
1.	Transportation and handling of BIDDER material / equipment to well site TLK#1	X		X	
2.	Provide access to utilize the rig equipments required for preparation of testing fluids.		X		X
3.	Manpower required for preparation and handling of testing fluids and other chemicals at the rig.		X		X
4.	Transportation of BIDDER's personnel and equipment spares to rig and back	X		X	
5.	Equipments / Instruments required in rigs as per contract and spares for their maintenance	X		X	
6.	All personnel safety equipment for BIDDER's instruments / equipment at Rig.	X		X	
7.	Electric, Water and air supply to BIDDER's instruments / equipment at Rig		X		X
8.	Roustabout/Roughneck/casual labours required for assisting Fluid engineer to establish		X		X
9.	All repairs to BIDDER's equipment	X		X	
10.	Accommodation of BIDDER's personnel at well site.		X		X
11.	First-Aid treatment on rig.		X		X
12.	Emergency medical treatment for BIDDER's personnel including emergency hospitalization	X		X	
13.	Office stationary for Bidder's personnel including computer, printer etc	X		X	
14.	Medical attention and other requirements of BIDDER's personnel while traveling	X		X	
15.	Travel time and travel related expenses and personal expenses at well site/Kakinada on normal crew change.	X		X	
16.	Obtain, maintain all necessary permits, consents, licenses, and other certificates required for movement of BIDDER's equipment to and from worksite.	X		X	
17.	Passport, visas, and work permits and clearance MOHA(Ministry of Home Affairs, Govt of India) and related documentation required for BIDDER's personnel in India.	X		X	

18.	All licenses and port charges for BIDDER's materials and equipment whilst import.	X		X	
19.	Clearance of BIDDER's equipment / material through customs after securing Essentiality Certificates from DGH.	X		X	
20.	All engineering and procurement services	X		X	
21.	Correcting deficiencies of BIDDER Equipment during mobilization	X		X	
22.	Disposal of wastes, "unsuitable for use" and used/empty drums	X		X	

4.0 Specification of Cesium Formate

(Specific Gravity 1.92)(1400bbl)

Sl No	Characteristics	Specifications
1	Physical state at $24^{\circ} \pm 2^{\circ}\text{C}$	The material as received should be in the form of aqueous solution, free from visible impurities
2	Specific gravity at $24^{\circ} \pm 2^{\circ}\text{C}$	1.92(Minimum)
3	Cesium Formate Assay, Mass%	60%(Minimum)
4	pH of the material as received at $24^{\circ} \pm 2^{\circ}\text{C}$	7.5- 11
5	Acceptability of % of solid impurities	0.5 % (Maximum)

(Specific Gravity 2.20)(50bbl)

Sl No	Characteristics	Specifications
1	Physical state at $24^{\circ} \pm 2^{\circ}\text{C}$	The material as received should be in the form of aqueous solution, free from visible impurities
2	Specific gravity at $24^{\circ} \pm 2^{\circ}\text{C}$	2.20(Minimum)
3	Cesium Formate Assay, Mass%	75%(Minimum)
4	pH of the material as received at $24^{\circ} \pm 2^{\circ}\text{C}$	7.5- 11
5	Acceptability of % of solid impurities	0.2 % (Maximum)

SECTION -III

SPECIAL TERMS & CONDITIONS OF THE CONTRACT

1.0 FACILITIES TO BE PROVIDED BY OIL

- 1.1 OIL will provide accommodation, subsistence and First Aid Medical assistance at the well site for the CONTRACTOR's personnel.
- 1.2 OIL shall give CONTRACTOR 30 days advance written notice for mobilization.
- 1.3 OIL shall make payment to the CONTRACTOR as per T&C of Contract & General Contract conditions. However no interest shall be payable by OIL on any delayed payments and disputed claims.

2.0 TO BE PROVIDED BY CONTRACTOR

- 2.1 CONTRACTOR will provide Fluid Engineer, as per Scope of Work. All costs of Transportation of CONTRACTOR's personnel up to well site shall be borne by CONTRACTOR. The day rate of CONTRACTOR's personnel shall be inclusive of all expenses including food, mob/ de-mob and air fare.

CONTRACTOR agrees to furnish OIL before 2(two) weeks of posting of Fluid Engineer (except in exceptional cases) a written brief on the fluid Engineer employed under this CONTRACT, providing biographical data and a resume of the Engineer's relevant work experience as to the satisfaction of OIL and for their approval and such approval shall not be unreasonably delayed.

- 2.2 CONTRACTOR will provide engineering back-up from its Head office/ Base Office.
- 2.3 CONTRACTOR will maintain daily fluid reports etc of work performed and all such records generated in per day basis would be signed daily by OIL representative or as may be desired by the OIL for its record and accounting as indicated in writing to the CONTRACTOR from time to time will be furnished.
- 2.4 CONTRACTOR will provide the lab equipment for testing the Cesium Formate brine and pumping & filtration equipment (Returnable basis) at well site of OIL as per Scope of Work.

3.0 DUTIES AND RESPONSIBILITIES

- 3.1 Fluid Engineer furnished by CONTRACTOR hereunder shall be employee of CONTRACTOR who shall be responsible for payment of all compensation to said person including cost of personnel taxes and fringe benefits.

- 3.2 Although said Fluid engineer shall remain employee of CONTRACTOR, all work performed by him pursuant to this CONTRACT shall be at the direction of OIL and neither
- 3.3 CONTRACTOR nor any individual employee shall be responsible for the results of any such action or omission undertaken at the direction of OIL.
- 3.4 CONTRACTOR shall furnish personnel who are capable and qualified to perform duties of the category for which they are assigned. The person will work to carry out operations with OIL's crew to enable them to eventually take over complete charge of the operations.
- 3.5 In the event, OIL requests that a specific person is to be replaced for professional incompetence or for his misbehavior or whose services are otherwise considered undesirable in the opinion of OIL, CONTRACTOR shall forthwith replace the said personnel by providing a suitable substitute within ten (10) days. The personnel so replaced shall not be employed again without the written consent of the OIL.

4.0 WORK PERFORMANCE BY CONTRACTOR

The CONTRACTOR shall perform services in accordance with the safety practices in the trade and shall comply with the safety rules and regulations of Govt. of India, and with the safety rules and regulations of OIL as pointed out by the appropriate authority of OIL. OIL shall provide H₂S monitors and safety equipment for CONTRACTOR's personnel.

The CONTRACTOR will guarantee that, all works performed and all procedures used are according to OIL's programmes and specifications. Personnel recognized of negligence or misconduct will be replaced at CONTRACTOR's cost.

5.0 RESPONSIBILITY IN REGARD TO RECORDS REPORTS INSPECTION ETC

CONTRACTOR shall, at all times, permit OIL and its authorized employees and representatives to inspect all work performed and to witness and check all measurements and tests made in connection with the said work. CONTRACTOR shall keep an authentic, accurate history and fluid data of each well. CONTRACTOR shall not, without OIL's written consent allow any third party persons to access the said well data or give out to any third person information in connection therewith, or give out to any third person or permit any third person to examine any samples or cases.

5.1 As and when troubles, mishaps and problems arise in the course of operations under this CONTRACT, which CONTRACTOR's crew deployed under this CONTRACT is unable to successfully tackle according to prudent practices prevailing in onshore drilling industry, CONTRACTOR shall timely provide higher technical expertise available with it, to tackle such trouble, mishaps and event in a quick, diligent and efficient manner becoming of a first class onshore brine fluid engineer CONTRACTOR. If necessary, CONTRACTOR shall also arrange to make available the services of qualified experts for the purpose. For all these actions, CONTRACTOR shall consult with and

obtain prior concurrences of OIL. Payment will be made for the experts as per terms and conditions mutually agreed between CONTRACTOR and OIL.

6.0 SUSPENSION OF CONTRACT DUE TO NON-OPERATIONS OF RIG:

6.1 Notwithstanding anything stipulated elsewhere in this CONTRACT, if on any Rig, Operation cannot be continued due to reasons beyond the control of OIL such as but not limited to blow out, damage, loss or de-hire of Rig, repair of rig, safety of rig or personnel, completion of well etc, then OIL may at its option suspend/terminate the CONTRACT for that rig by giving seven (7) days written notice to the CONTRACTOR. During the notice period of seven (7) days CONTRACTOR shall continue to be paid at daily rate on pro-rata basis. Thereafter zero rate shall be payable to CONTRACTOR until operation re-commences and Fluid Engineer reached at well site. OIL shall give seven (7) days advance intimation to CONTRACTOR for re-deployment of Fluid Engineer on that Rig.

6.2 SUSPENSION BY OIL

OIL shall at its absolute discretion, suspend the Operation of the services on any rig provided hereunder, due to non-availability of that rig for which the services are provided and/or taking over the operation of the rig by the OIL, by giving seven (7), days written notice to the CONTRACTOR and OIL shall not be obliged to pay any charges whatsoever, during the period of such suspension.

6.3 OIL agrees to dispose off hazardous waste, unless the same is produced by the CONTRACTOR.

7.0 Other Services

CONTRACTOR shall provide assistance for purchase and procurement of any special materials/equipment/services / spares. In consideration of OIL's payment to CONTRACTOR for providing such services, a fee of 5% of the actual FOB value of any bought out item shall be reimbursed to the CONTRACTOR by OIL. The reasonability of prices for bought out item shall be spelled by CONTRACTOR by providing a minimum of 3 (three) quotation from well-known parties. In case of spares, the requirement of minimum 3 quotations is not applicable as spares are required to be procured from the OEM of the equipment.

The CONTRACTOR shall invoice the OIL with the actual value of the special services for spares /bought out items provided at the request with supporting documentary evidence and his fees of 5% of the FOB value of the bought out items. Insurance, freight & Custom duty if any, for such items shall be borne by OIL.

The OIL shall arrange payment to the CONTRACTOR within 30 (thirty) days of receipt of invoice by telex transfer to their bank account.

8.0 LOSS OR DAMAGE TO THE CONTRACTOR'S MATERIAL

In the event, any of the CONTRACTOR'S Equipment, Materials and supplies or property be lost or destroyed or damaged while inside the well, or at site

(including loading and unloading process) and such loss, destruction or damage occurs other than as a result of Gross Negligence on the part of the CONTRACTOR, the OIL shall pay for the cost of repairs limited to the depreciated replacement value with the condition that the equipment is repairable and is repaired and if not repairable then replacement value thereof reduced by a charge towards depreciation at the rate of ten percent (10%) per year (prorated for each completed month) or part thereof subject to a limit of fifty percent (50%) calculated from the date of first use of such Equipment in India. Customs duty on the replaced/ repaired item shall be reimbursed against documentary evidence.

FOB Price as per Import Invoice (i.e. Custom attested invoice along with Bill of entry which are to be submitted within 15 days of mobilization each set) or 90% of CIF Price given in the CONTRACT (Indicated in the bid) whichever is lower shall be considered as replacement value. The CONTRACTOR's consumables and spares are not depreciated and will be reimbursed at the original invoice value including the customs duty paid, if any, at the time of import.

In the event of replacement/repair of lost/damaged equipment(s)/tool(s), mobilization of their replacement / repair shall be treated as fresh cases under the CONTRACT. Mobilization period and payment of charges towards mobilization and customs duty shall be governed accordingly at actuals except under events of Gross Negligence on the part of the CONTRACTOR.

The claims on account of Loss or damage should be claimed within six months of incidence.

Documentation of Loss

Whenever any loss, damage or destruction to any of the CONTRACTOR's Equipment, materials, consumables, supplies and explosives or property, as referred to in the above occurs, the CONTRACTOR shall immediately notify the same to the OIL describing also the circumstances of such loss, damage. Whenever the CONTRACTOR makes any claim pursuant to the provisions under the above Clause, the CONTRACTOR shall furnish in support thereof:

- a) List of the Equipment or other property lost, damaged or destroyed,
- b) Extent of the damage,
- c) Particulars of import, Customs assessed Bill of entry & invoices
- d) Vouchers, invoices or any other documents indicating the date of first use of the Equipment in India,
- e) Costs of repairs, if any, supported by evidence of the same,
- f) Customs duty paid in case of spares, consumables, accessories, explosives, etc.

It is understood that pending receipt of the claim supported by the required documents mentioned above, no payment shall be due to the CONTRACTOR on this account. In the event that the CONTRACTOR's Equipment or the property is lost, the undisputed portion of such loss shall be reimbursed by the OIL

within 2 (Two) months from the time the details of the claim is submitted by the CONTRACTOR.

9.0 LIABILITY FOR THE WELL OR RESERVOIR

Notwithstanding anything else contained herein to the contrary, in accepting an order to perform any services and or to furnish any Equipment, the CONTRACTOR does so with the understanding that they do not guarantee results. Further notwithstanding anything else contained herein to the contrary, the CONTRACTOR shall not be liable or responsible for or in respect of:

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

10.0 LIABILITY FOR SURFACE POLLUTION.

CONTRACTOR shall assume all liability for surface pollution to the extent caused by CONTRACTOR and resulting from spillage or dumping of solvents/ petrochemical substances or pollutants which the CONTRACTOR brings to the work-site for use in connection with the work or services performed under the CONTRACT but not to any other extent."

11.0 Special Notes

1. **The estimated starting volume of Cesium Formate Brine of 1.92 Specific Gravity is 1400 barrels and the estimated specific gravity of the return Cesium Formate is 1.85, the estimated return volume of Cesium Formate brine of 1.85 S.G is 1200 barrels, the estimated volume of contingency Cesium Formate Brine of S.G 2.2 is 50 barrels, the estimated testing days is 60 days.**
2. **Rental charges for Cesium Formate shall be payable when the actual quantity of Cesium Formate brine is in use in well. For the cesium Formate brine which is not in use, no rental charges shall be payable.** The estimated contract value is inclusive of insurance, landing charges, port charges, freight etc.
3. Payment for Cesium Formate rental will be made as per actual volumes of Cesium Formate used & actual number of days, payment for clear fluid engineer will be made as per actual number of days and payment for Cesium Formate losses will be made as per actuals.
4. **Buyback value of Cesium Formate will be on the basis of laboratory testing of Cesium Formate brine at the end of operation, as per the Tabular Price Schedule of Cesium Formate vis-à-vis Specific Gravity (SG) and % of Solids furnished by the bidder.**
5. The estimated contract value is all inclusive not limited to all costs & expenses, freight & Insurance, transportation, personnel charges, supply of all consumables, chemicals, equipment rental, all materials etc. for the entire period of contract.
6. The quoted rates shall be firm for the entire duration of the CONTRACT and no escalation shall be allowed under any circumstances.
7. **Mobilization Charges for Cesium Formate :**
 - (i) Mobilization Charges shall be a lump sum amount inclusive of transportation and all other costs for all chemicals/lab reagents/tools/equipment/spares/consumables/accessories to the designated location and shall be paid once.
 - (ii) Mobilization Charges should cover all local and foreign costs of the Bidder to mobilize all chemicals/lab reagents/tools/equipment/spares/consumables/accessories to the appointed well site including all local taxes, port fees, inland transport etc., but excluding Customs duty (which will be to Company's account, if applicable) on the items declared in Proforma-A.
 - (iii) The Company will provide all necessary documents as required for custom clearance, only on receipt of request from the Contractor and all such requests must be made by the Contractor well in advance, so that the

company can make necessary arrangements for providing the documents in time without causing any delay for the customs/port clearance.

- (iv) There shall be no part payment or pro rata payment for any equipment/chemicals etc.

8. De-Mobilization Charges :

i) The Demobilization Charges should be quoted as lump sum charge, which will include all charges for demobilization of all left over chemicals/lab reagents/tools/equipment /spares/consumables/accessories etc.

ii) Demobilization Charges will be payable to Contractor by the Company only once after completion of Company's activity in well site location against this Contract. The Contractor shall arrange for and execute demobilization of their left over Chemicals/Tools/ Equipment/ Spare/ Accessories etc. upon receipt of notice from the Company. De-Mobilization will indicate completion/termination of the Contract and Contractor shall bear all such costs/charges, if any towards the same from the Well location to Contractor's base.

iii) All the charges, whatsoever, on left over Chemicals/Tools/Equipment/Spare/Accessories etc. shall cease to exist with effect from the day, the Contractor is issued de-mobilization notice by Company.

iv) All charges connected with demobilization including all fees, duties and taxes in relation thereto, insurance and freight within India or on export/re-export outside India will be to Contractor's account.

v) Pursuant to Clause of 'General Conditions of Contract', Demobilization charges shall be paid to the Contractor for Chemicals/Tools/ Equipment/ Spare/ Accessories etc. only once, after completion of the contractual period/ termination of the Contract.

9.0 The Rental Charges for Cesium Formate will be considered on day rate basis for a day of 24 hours. For any time in part thereof, the charges shall be computed on pro-rata basis.

10. Invoice shall be raised based on actual consumption for payment towards Cesium Formate losses, based on actual volumes used and actual number of days for Cesium Formate rental and actual number of days for clear fluid engineer and buy back value of final Cesium Formate.

11. Invoice shall be sent along with delivery challan, manifest, packing list and quality test reports of the cesium formate brine.

12. The day rate of clear fluid engineer shall start from the day he reaches the rig site and ceases from the day he comes out from the rig. Full duty rate is applicable for the day the clear fluid engineer reaches the rig site and no day rate for the day he comes out of the Rig.

- 13.The day rate for personnel specified above is all inclusive but not limited to all costs & expenses including the boarding & Lodging, to & fro air fare charges etc.,
- 14.Material received will be cross checked at rig for the Sp.Gr. of material & accordingly payment will be made.
- 15.Density of cesium Formate brine is to be measured at 15°C (60°F), the specific gravity of 1.92 is the estimated specific gravity. The Specific gravity may vary in the field depending upon formation pressure.
- 16.Operational charges for wastage of brine will not be paid extra as it will be covered in cost of losses.
- 17.During operation if Sp.Gr. decreases due to mixing of water, the exact Sp.Gr of blended brine will be calculated by simple mass balance equation for payment purpose.
- 18.There will be no minimum guaranteed billing.
- 19.All expenses incurred by the contractor on account of supply and maintenance of all pumping equipment(Weldon type), filtration unit etc, on returnable basis or any other expenses incurred by the contractor incidental to providing the services as per scope of work of OIL's tender SHALL BE BORNE BY the contractor within their quoted rates.
- 20.Withholding tax shall be withheld as per the order of the income tax department to be provided by the contractor at the time of payment.
- 21.The methodology for calculation of actual Cesium Formate losses shall be as per the formula below:

[(Cesium Formate unit rate for initial Cesium Formate as per the loss price/bbl in the operational rent loss price table from SGs 1.60 to 2.2 against the specific gravity of initial Cesium Formate x no. of bbl. of initial Cesium Formate)] minus { Cesium formate unit rate for return Cesium Formate i.e, for buy back as per the loss price /bbl in the operational rent loss price table from SGs 1.60 to 2.2 against the specific gravity of return Cesium Formate for buy back x no.of bbls of return Cesium Formate for buyback}

22.0 MATRIX FOR TECHNICAL BID EVALUATION- HIRING OF CESIUM FORMATE FLUID SERVICES

Sl. No.	PARTICULARS	Compliance by the Bidder.
1	DOES THE BIDDER AGREE TO ALL CLAUSES OF 'TERMS OF REFERENCE AND TECHNICAL SPECIFICATION' IN TOTO?	YES/NO
2	HAS THE BIDDER AGREED TO PROVIDE FOR ALL SERVICES MENTIONED IN THE CLAUSES UNDER SCOPE OF WORK	YES / NO
3	HAS THE BIDDER AGREED TO PROVIDE EQUIPMENT, MATERIAL. PERSONNEL & SERVICES AS SPECIFIED IN CLAUSE UNDER SCOPE OF WORK?	YES / NO
4	HAS THE BIDDER AGREED TO ALL THE CLAUSE UNDER LOGISTIC AND INSPECTION?	YES/NO
5	HAS THE BIDDER AGREED TO PROVIDE TECHNICAL SUPPORT WHICH INCLUDE TESTING & ANALYSIS OF CESIUM FORMATE BRINE?	YES / NO
6	HAS THE BIDDER AGREED TO ALL THE CLAUSES TO PROVIDE QUALIFIED, SKILLED& EXPERIENCED FLUID ENGINEER TO PREPARE, TEST & MANAGE CESIUM FORMATE BRINE ?	YES / NO
7	HAS THE BIDDER AGREED THAT FLUID ENGINEER WILL ALSO MAINTAIN & OPERATE BRINE FILTRATION UNIT?	YES / NO
8	HAS THE BIDDER AGREED TO HEALTH, SAFETY AND ENVIRONMENT CLAUSE?	YES/NO

(END OF SECTION –III)

END OF PART-2

PART - 3**PROFORMA - A**

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

Srl #	Item Description	Qty/ Unit	Rate	Total	Freight & Insurance	CIF Value	Port & other charge	Landed Cost	Is it re-exportable?	Year of Mfg.	HSN Code
A	B	C	D	E = C x D	F	G = F + E	H	I = G+H	J	K	L

(1) The items which are not of consumable in nature and required to be re-exported outside India after completion of the Contract should be indicated as "YES" in column "J".

(2) The items, which are of consumable in nature should be indicated as "PARTLY" in column "J".

(3) For estimation of applicable customs duty, the Bidders are required to indicate customs tariff code (i.e. HSN Code) of each item in column "L".

Name of the authorised signatory: _____

Designation: -----

NAME OF THE BIDDER/FIRM/SERVICE PROVIDER:

PRICE BID FORMAT**CURRENCY OF QUOTED RATES:** _____

S.NO	Description of Item	Unit of Measurement (UOM)	Estd. Quantity	Unit Rate	Total amount
A	Personnel				
1	Clear Fluid Engineer (2 Nos)	day	60		
B	Cesium Formate Rental – upto 60 days				
2	Cesium Formate of 1.92 SG(1400 bbls)	Per bbl per day	1400 bbl		
3	Cesium Formate of 2.20 SG(50 bbls)	Per bbl Per day	50 bbl		
C	Cesium Formate Losses				
4	Cesium Formate of Start Value 1.92 SG(1400 bbls)	Per bbl	1400		
5	Cesium Formate of expected end Value 1.85 SG with <2% solids (1200 bbls) for buy back	Per bbl	1200		
D	Mobilization & De-mobilization Charges				
6	Mobilization charges	Lump sum	1		
7	De - Mobilization charges	Lump sum	1		

TOTAL CONTRACT VALUE (T = A+B+C+D) EXCLUDING GST WHICH WILL BE TO OIL'S ACCOUNT AS APPLICABLE

NOTE:

1. The quantities mentioned against each item in Price Bid Format are for evaluation purposes only. However, payment will be made at actual.
2. **BIDDER SHOULD EXAMINE POSSIBILITY OF UTILISING THEIR EXISTING EQUIPMENT, CONSUMABLES ETC. AVAILABLE NEAR OUR OPERATIONAL AREA IN INDIA AND CAN BE SPARED FOR USE IN THIS PROJECT.**

Name of the authorized signatory: _____

Designation:

NAME OF THE BIDDER/FIRM/SERVICE PROVIDER:

PROFORMA - C

BID FORM

**To
Oil India Limited,
Door. No. 11-4-7 (3rd Floor)
Nookalamma Temple Street
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 calculated from the date of award of Contract.

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 90 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.

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

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

Dated this _____ day of _____ 2017.

Signature of the authorised person: _____

Name: _____

Designation: _____

Seal of the Bidder/contractor: _____

PROFORMA – D**STATEMENT OF NON-COMPLIANCE**

SECTION NO.	CLAUSE NO./ SUB-CLAUSE NO.	COMPLIANCE / NON-COMPLIANCE -	REMARKS

Signature of the authorised person: _____**Name:** _____**Designation:** _____**Seal of the Bidder/contractor:** _____

NOTE: OIL INDIA LIMITED expects the Bidders to fully accept the terms and conditions of the bid document. However, should the Bidders still envisage some exceptions/ deviations to the terms and conditions of the bid document, the same should be indicated as per above format and submit along with their techno-commercial bids. If the proforma is left blank or not submitted, then it would be construed that the Bidder has not taken any exception/deviation to the terms and conditions of the bid document.

FORM OF PERFORMANCE BANK GUARANTEE

To:
Oil India Limited,
Door. No. 11-4-7 (3rd Floor)
Nookalamma Temple Street
Kakinada - 533004
Andhra Pradesh
India

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

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

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

We also agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is discharged by the OIL in writing. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the CONTRACTOR and shall remain valid, binding and operative against the Bank.

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

This guarantee is valid until the date _____ (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: _____

Note: If Bank Guarantee is submitted towards 'Performance Security', then Bidders have to ensure that the BG issuing bank indicate the name and detailed address (including e-mail) of their higher office from where confirmation towards genuineness of the BG can be obtained.

CONTRACT FORM

This contract is made on _____ day of _____ between Oil India Limited, a Government of India Enterprise, incorporated under the Companies Act 1956, having its registered office at Duliajan in the State of Assam, hereinafter called the "Company" which expression unless repugnant to the context shall include executors, administrators and assignees on the one part, and M/s. _____ (Name and address of Contractor), hereinafter called the "Contractor" which expression unless repugnant to the context shall include executors, administrators and assignees on the other part.

WHEREAS, the Company desires that Services _____ (brief description of services) should be provided by the Contractor as detailed hereinafter or as Company may requires.

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

WHEREAS, Company issued a firm Letter of Award No. _____ based on Offer No. _____ submitted by the Contractor against Company's Tender No. _____.

WHEREAS, Contractor has accepted Company's Letter of Award vide their letter no. _____.

All these aforesaid documents shall be deemed to form and be read and construed as part of this Contract. However, should there be any dispute arising out of interpretation of this contract in regard to the terms and conditions with those mentioned in Company's tender document and subsequent letters including the Letter of Award and Contractor's offer and their subsequent letters, the terms and conditions attached hereto shall prevail. Changes, additions or deletions to the terms of the contract shall be authorized solely by an amendment to the contract executed in the same manner as this contract.

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

1. In this Contract 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 hereinabove, 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 Contract,
 - (b) Section-II indicating the Terms of Reference/Technical Specifications,
 - (c) Section-III indicating Special Terms and Conditions of Contract.

In the event of any conflict between General and Special Conditions of Contract, the Special Conditions 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 Kakinada, Andhra Pradesh, India as of the date shown above.

Signed, Sealed and Delivered,

For and on behalf of
Company (Oil India Limited)

Name:

Status:

In presence of

1.

2.

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

Name:

Status:

In presence of

1.

2.

PROFORMA-G

AUTHORISATION FOR ATTENDING BID OPENING

TO

Date: _____

OIL INDIA LIMITED,
D.NO.11-4-7; 3RD FLOOR
NOKALAMMA TEMPLE STREET
RAMARAOPET, KAKINADA-533004
Andhra Pradesh, India
Sir,

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

We authorise 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/Contractor:

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.

PROFORMA-H

PROFORMA OF BID SECURITY (BANK GUARANTEE)

To,

**OIL INDIA LIMITED
KAKINADA-533004,
ANDHRA PRADESH, INDIA**

WHEREAS, (Name of Bidder) _____ (hereinafter called "the Bidder") has submitted their offer Dated _____ for the provision of Hiring of Cesium Formate Services for Testing HPHT well TLK#1 in KG Basin, Andhra Pradesh, India(hereinafter called "the Bid") against OIL INDIA LIMITED, KAKINADA, Andhra Pradesh, India (hereinafter called the Company)'s Tender No. ECP5671S18.

KNOW ALL MEN BY these presents that we (Name of Bank) _____ of (Name of Country) _____ having our registered office at _____ (hereinafter called "Bank") are bound unto the Company in the sum of (*_____) for which payment well and truly to be made to Company, the Bank binds itself, its successors and assignees by these presents.

SEALED with the said Bank this ____ day of _____ 20____.

THE CONDITIONS of these obligations are:

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

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

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

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

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

B. Controlling Office:

Address of the Controlling Office of the BG issuing Bank:

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

SIGNATURE AND SEAL OF THE GUARANTORS _____

Name of Bank & Address _____

Witness _____

Address _____

(Signature, Name and Address)

Date: _____

Place: _____

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

** Date of expiry of Bank Guarantee should be minimum 120 days from the Bid Closing date.

Note: If Bank Guarantee is submitted towards 'Bid Security', then Bidders have to ensure that the BG issuing bank indicate the name and detailed address (including e-mail) of their higher office from where confirmation towards genuineness of the BG can be obtained.

PROFORMA-I

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 No. ECP5671S18. 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 cartelisation in the bidding process.
 3. The Bidder/Contractor will not commit any offence under the relevant Anti-corruption Laws of India; further the Bidder/Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 4. The Bidder/Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Bidder/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 – Disqualification from tender process and exclusion from future contracts

1. 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 credibility 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.
2. 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.
3. 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.
4. 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.

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

Section 4 – Compensation for Damages

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

Section 5 – Previous transgression

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

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

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

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

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

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

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

Section 9 – Pact Duration

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

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

Section 10 – Other provisions

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

For the Bidder/Contractor

Place: Kakinada
Date: 12.09.2017

Witness 1:
Witness 2:

PROFORMA - J**BIO-DATA AND EXPERIENCE OF PERSONNEL**

- 1 CATEGORY OF JOB / POST :
- 2 NAME OF INCUMBENT :
- 3 PRESENT ADDRESS :
- 4 HOME ADDRESS :
- 5 NATIONALITY :
- 6 DATE OF BIRTH :
- 7 ACADEMIC QUALIFICATION :
- 8 TECHNICAL QUALIFICATION :
- 9 TOTAL EXPERIENCE IN THE RELATED
FIELDS (IN YEARS) :
- 10 JOB EXPERIENCE RESUME :

SL NO	WORK EXPERIENCE		TYPES OF JOB CARRIED OUT	NAME OF COMPANY	PLACE OF WORK
	FROM	TO			

NOTE: TO ATTACH ALL SUPPORTING DOCUMENTS.

Name of the authorized signatory: _____

Designation:

NAME OF THE BIDDER/FIRM/SERVICE PROVIDER:

PROFORMA - K

PROFORMA LETTER OF AUTHORITY

TO

EXECUTIVE DIRECTOR (KGB & BEP),
Oil India Limited,
D.No.11-4-7;3RD FLOOR
NOOKALAMMA TEMPLE STREET
RAMARAOPET, 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.

END OF PART- 3