

**OIL INDIA LIMITED  
(A GOVT. OF INDIA ENTERPRISE)  
P.O. DULIAJAN-786602, ASSAM  
E-TENDER NOTICE**

OIL INDIA LIMITED (OIL) invites Bids from experienced Service Providers through its E- procurement portal “<https://etender.srm.oilindia.in/irj/portal>” for the following services.

IFB No.	<b>CDI0178P16</b>
Description of Service	<b>HIRING OF SERVICES FOR OPERATION &amp; MAINTENANCE OF OIL'S 2(TWO) NOS. DRILLING RIGS FOR A PERIOD OF 2 YEARS.</b>
Type of Bid	<b>SINGLE STAGE TWO BID SYSTEM</b>
Period of Sale of Bid Document	<b>09.02.2016 TO 03.03.2016 (up to 15:30 HRS)</b>
Bid Closing / Opening Date & Time	<b>10.03.2016 (11:00 HRS / 14:00 HRS : Server Time)</b>
Bid Submission Mode	Bid should be uploaded in OIL's e-Procurement portal.
Bid Opening Place	Office of the Head-Contracts, Contracts Department, Oil India Limited, Duliajan, District: Dibrugarh (Assam), PIN-786602.
Priced Bid Opening Date & Time	Will be intimated to the eligible bidder(s) nearer time.
Cost of Bid Document	<b>Rs. 5,000.00</b>
Bid Security (EMD)	<p><b>Rs. 15,00,000.00</b> in case of Bidder quoting for O&amp;M of 01 No. Rig <b>OR</b> <b>Rs. 30,00,000.00</b> in case of Bidder quoting for O&amp;M of 02 Nos. Rigs</p> <p>The Bid Security should be in the form of a <b>BANK DRAFT / BANKER'S CHEQUE/ BANK GUARANTEE (valid for minimum 210 days from the date of Technical bid opening)</b> favouring OIL INDIA LIMITED, payable at DULIAJAN for the amount applicable and purchased from any Nationalised / Scheduled Bank. Alternatively, the Bid Security can be deposited on-line in the E- procurement portal through the online payment gateway.</p> <p><b>Notes:</b></p> <p><b>a.</b> In case of Bidder(s) submitting Bid Security in the form of BANK DRAFT / BANKER'S CHEQUE/ BANK GUARANTEE, the Original hard copy of Bid Security should reach the office of HEAD-CONTRACTS before Bid opening date and time.</p> <p><b>b.</b> A scanned copy of Bid Security document / EMD Invoice (in case of Bid Security deposited on-line) should also be uploaded along with the Unpriced Techno-Commercial Bid documents.</p>

**2.0** For participation, Cost of Bid Document (Non-Transferable and Non-refundable) by way of Demand Draft / Banker's Cheque from any Scheduled Bank in favour of OIL INDIA LIMITED and **payable at Duliajan**, along with the application(s) on applicants letter pad with a request for USER ID & PASSWORD is to be submitted /sent to reach the **Office of Head-Contracts, Contracts Department, Oil India Limited, P.O. Duliajan, Assam-786602** within the period of sale (inclusive both the days i.e. start date & end date) of Bid document. Alternatively, applicants already having User ID & Password for OIL's E-procurement portal can register against the IFB and pay the requisite Bid Document cost through the online payment gateway provided in the E- procurement portal.

**2.1** In case the Bidder(s) send their application for Bid Documents in sealed envelopes, the following must be super scribed on the envelope along with the name & registered postal address of the bidder in typed format or in clear legible handwriting:

Application & Tender Fees, IFB No.: CDI0178P16

Description of Services: Hiring of services for Operation & Maintenance of OIL's 2(Two) Nos. Drilling Rigs

**2.2** Amongst others, the Bidder(s) must also provide the following information in the application for request for Bid documents:

(i) Valid e-mail ID (ii) Registered Postal Address with PIN code (iii) Vendor Code with OIL (if available) (iv) Mobile No. /Telephone No. (v) Whether participated in OIL's e-tender prior to this tender.

**3.0** No physical Bid documents will be provided. On receipt of requisite Bid Document Cost, USER ID and

initial PASSWORD will be communicated to the bidder through e-mail at the e-mail address provided along with request for Bid documents as mentioned in 2.2 (i) above and will be allowed to participate in the bidding through OIL's E-Procurement portal.

#### **4.0 SALIENT ELIGIBILITY CRITERIA:**

##### **4.1 TECHNICAL:**

**4.1.1** The bidder must have a minimum of 1(one) year continuous experience of providing complete man-management services for operation of Drilling Rigs to OIL/ONGC/E&P companies either through Man-management services contract or through charter hire rig contract during last 7(Seven) years ending bid closing date.

**4.1.2** The bidder must confirm the following in their bid:-

(a) To provide experience and qualified personnel. The qualification and work experiences of key personnel to be deployed by the bidder must be in accordance with the requirement as per the Clause 2.0 (UNDER SCOPE OF WORK). The complete Bio-data of the key personnel to this effect must be submitted for OIL'S approval and clearance prior to mobilization of personnel.

(b) To quote for full service as specified in 'Scope of Work' and 'Price bid format/Schedule of Rates'.

(c) Bidders must indicate the No. of Drilling Rig(s) for which services of Operation & Maintenance have been offered: **EITHER 1 (ONE) OR 2(TWO)**

##### **4.2 FINANCIAL:**

**4.2.1** The bidder's average Annual financial turnover as per Audited Annual Reports for the last three completed accounting years (prior to Bid Closing Date) should be either of the following:

(a) **For bidders quoting for O&M of 01(one) No. Drilling Rig**, average Annual financial turnover as per Audited Annual Reports for the last three completed accounting years (prior to Bid Closing Date) should be at least **Rs. 450.00 Lakhs (Rupees Four Crores Fifty Lakhs only)**.

(b) **For bidders quoting for O&M of 02(two) Nos. Drilling Rigs**, average Annual financial turnover as per Audited Annual Reports for the last three completed accounting years (prior to Bid Closing Date) should be at least **Rs. 900.00 Lakhs (Rupees Nine Crores only)**.

**Note:** Documentary evidence in support of turnover must be submitted along with Un-Priced Techno-Commercial Bid. The proof of annual turnover should be in the form of attested / self-attested copies of either of the following-

(a) Audited Profit & Loss account and Balance Sheet

OR

(b) Certification from Chartered / Cost Accountant firm indicating the Membership Number and Firm Registration No

**4.2.2** The bidder must have experience of successfully completing following "SIMILAR NATURE" works during last 7 years ending bid closing date:

(a) **For bidders quoting for O&M of 01 no. Drilling Rig**, the bidder must have experience of successfully completing the following assigned SIMILAR work(s) during the last 7(seven) years ending bid closing date:

i. Three similar completed works each costing not less than **Rs. 600.00 Lakhs (Rupees Six Crores only)**

Or

ii. Two similar completed works each costing not less than **Rs. 750.00 Lakhs (Rupees Seven Crores Fifty Lakhs only)**

Or

iii. One similar completed works each costing not less than **Rs. 1200.00 Lakhs (Rupees Twelve Crores only)**

(b) **For bidders quoting for O&M of 02 nos. Drilling Rigs**, the bidder must have experience of successfully completing the following assigned SIMILAR work(s) during the last 7(seven) years ending bid closing date:

- i. Three similar completed works each costing not less than **Rs. 1200.00 Lakhs (Rupees Twelve Crores only)**
- OR
- ii. Two similar completed works each costing not less than **Rs. 1500.00 Lakhs (Rupees Fifteen Crores only)**
- OR
- iii. One similar completed works each costing not less than **Rs. 2400.00 Lakhs (Rupees Twenty Four Crores only)**

**Note: I.** "SIMILAR NATURE" means "Providing Complete Man Management Services for Drilling Rig operation to OIL/ONGC/E&P companies either through Man-management services contract or Charter Hire Rig contract.

**II.** Necessary documents to substantiate the valuation of completed works must be forwarded along with the technical bid."

#### **5.0 EXEMPTION OF TENDER FEE:**

**5.1** If the bidder is a Micro or Small Enterprise under the Micro, Small and Medium Enterprises Development Act, 2006 and is registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises, then they are exempted from payment of tender fees for the items/services for which they are registered. Copy of valid Registration Certificate, must be enclosed along with the application for issuing tender documents and the Registration Certificate should clearly indicate the monetary limit, if any and the items for which bidder are registered with any of the aforesaid agencies.

**5.2** Public Sector Units (PSU) are also exempted from payment of tender fee.

#### **6.0 EXEMPTION FROM SUBMISSION OF BID SECURITY:**

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

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

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

**7.0** Details of process for submission of Tenders Fees & Bid Security (EMD) through the online payment gateway are available in Vendor User Manual under E- procurement portal. (**Note:** Important Points for on-line Payment can be viewed at Oil India's website at url: <http://oil-india.com/pdf/ETenderNotification.pdf>).

**8.0** The link to OIL's E-Procurement portal has been also provided through OIL's web site ([www.oil-india.com](http://www.oil-india.com)).

**9.0** The details of IFB / Bid Documents can be viewed using "Guest Login" provided in the E-Procurement portal.

**10.0** To participate in OIL's e-procurement tender, bidders should have a legally valid "**Class 3**" digital certificate [e-commerce application (Certificate with personal verification and Organization name)] as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India. Digital Signature Certificates having "**Organization Name**" field other than **Bidder's Name** are not acceptable. However, aforesaid Digital Signature Certificates having Bidder's Name in the "Organization Name" field are acceptable.

**DATE:08.02.2016**

**HEAD- CONTRACTS  
FOR RESIDENT CHIEF EXECUTIVE**

**OIL INDIA LIMITED  
(A GOVT. OF INDIA ENTERPRISE)  
CONTRACTS DEPARTMENT, DULIAJAN**

OIL INDIA LIMITED invites ON-LINE BIDS from experienced / approved Contractors / Firms for the following mentioned work / service under **SINGLE STAGE TWO BID SYSTEM** through its e-Procurement site:

**DESCRIPTION OF WORK/ SERVICE:**

**HIRING OF SERVICES FOR OPERATION & MAINTENANCE OF OIL'S 2(TWO) NOS. DRILLING RIGS FOR A PERIOD OF 2 YEARS.**

**CONTRACT PERIOD: 2(two) years** from the commencement date

**BID SECURITY:** **Rs. 15,00,000.00 (RUPEES FIFTEEN LAKHS ONLY)** in case of Bidder quoting for O&M of 01 No. Rig

**OR**

**Rs. 30,00,000.00 (RUPEES THIRTY LAKHS ONLY)** in case of Bidder quoting for O&M of 02 Nos. Rigs

**BID CLOSING/ OPENING DATE & TIME : 10.03.2016 (11:00 HRS/14:00 HRS)**

a) **Bid Security** deposited vide On-line Payment / Demand Draft / Banker's Cheque / Bank Guarantee

No. \_\_\_\_\_ dated \_\_\_\_\_ of \_\_\_\_\_

**Original hard copy of (a) (In case of Bidder(s) submitting Bid Security in the form of Bank Draft / Banker's Cheque/ Bank Guarantee) should reach the office of HEAD-CONTRACTS on or before 12:45 Hrs (IST) on the bid closing date, otherwise Bid will be rejected. A scanned copy of Bid Security document / EMD Invoice (in case of Bid Security deposited on-line) should also be uploaded along with the Un-priced Techno-Commercial Bid documents.**

b) Bidders to confirm that in the event of the award of Contract will submit Performance Security Deposit **@ 7.5% of One year contract value** and this will not earn any interest.

2.0 SEALED ENVELOPES containing the **Bid Security Deposit, Printed catalogue and Literature**, if called for in the tender shall be marked with the above Tender Number and description of work and addressed to:

HEAD-CONTRACTS  
CONTRACTS DEPARTMENT  
OIL INDIA LIMITED  
DULIAJAN – 786602  
ASSAM

All bidders (except those exempted) shall deposit the requisite **BID SECURITY DEPOSIT** in the form of **On-line Payment / Demand Draft / Banker's Cheque / Bank Guarantee (should be valid for minimum 210 days from the date of opening of Technical Bid)** from a Nationalised Bank / Scheduled Bank in favour of M/s Oil India Limited and payable at DULIAJAN. This Bid Security Deposit shall be refunded to all unsuccessful bidders, but is liable to be forfeited in full or part, at Company's discretion, as per Clause No. 6.0 below. **Bids without Bid Security Deposit (except from those exempted) in the manner specified above will be summarily rejected.**

3.0 **Bid should be submitted online up to 11:00 AM (IST) (Server Time) on the date as mentioned and will be opened on the same day at 02:00 PM (IST) at Office of the Head-Contracts in presence of authorized representative of the bidder.**

4.0 **The rates shall be quoted per unit as specified in the "PRICE BIDDING FORMAT" attached under "Notes and Attachments" tab. Bidder should note that no pricing information is furnished in the "c-folder" (Un-priced Techno-Commercial Bid) otherwise the bid will be rejected.**

The bid and all uploaded documents must be Digitally signed using “**Class 3” digital certificate [e-commerce application (Certificate with personal verification and Organization name)]** as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India.

*Digital Signature Certificates having “**Organization Name**” field other than **Bidder’s Name** are not acceptable. However, aforesaid Digital Signature Certificates having Bidder’s Name in the “**Organization Name**” field are acceptable.*

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

Bidder is responsible for ensuring the validity of digital signature and its proper usage by their employee.

The bid including all uploaded documents shall be digitally signed by duly authorized representative of the bidding company.

5.0 The Company reserves the right to reject any or all the tenders or accept any tender without assigning any reason.

6.0 (a) No Bidder can withdraw his bid within the validity or extended validity of the bid. Withdrawal of any bid within validity period will lead to forfeiture of his / her / their Bid Security Deposit in full and debarred from participation in future tenders, at the sole discretion of the company and the period of debarment will not be less than 6 (six) months.

(b) Once a withdrawal letter is received from any bidder, the offer will be treated as withdrawn and no further claim / correspondence will be entertained in this regard.

7.0 The Bid must be valid for 180 (One hundred & eighty) days from the date of opening of the tender.

8.0 Conditional bids are liable to be rejected at the discretion of the Company.

9.0 The work may be split up amongst more than one contractor at the sole discretion of the Company.

10.0 The bidders are required to furnish the composition and status of ownership of the firm in whose name bid documents have been purchased / issued along with one or more of the following documentary evidences (which are applicable to the bidder) in support of the same and scanned copies of the same should be uploaded along with the Un-priced Techno-Commercial Bid documents.

10.1 In case of Sole Proprietorship Firm, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, business and residential address, E-mail and telephone numbers of the owner and copies of Service Tax and Central Excise Registration Certificate.

10.2 In case of HUF, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form, Family Arrangement indicating therein the name, residential address, E-mail and telephone numbers of the owners in general and Karta in particular and copies of Service Tax and Central Excise Registration Certificate.

10.3 In case of Partnership Firm, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the partners(including the Managing Partner), registered partnership agreement/deed and copies of Service Tax and Central Excise Registration Certificate.

10.4 In case of Co-Operative Societies, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, registration certificate from Registrar of Co-Operative Societies and copies of Service Tax and Central Excise Registration Certificate.

10.5 In case of Societies registered under the Societies Registration Act, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, registration certificate from the Registrar of the state and copies Service Tax and Central Excise Registration Certificate.

10.6 In case of Joint Stock Companies registered under the Indian Companies Act, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, Certificate of Incorporation from the Registrar of Companies, Memorandum and Articles and copies of Service Tax and Central Excise Registration Certificate.

10.7 In case of Trusts registered under the Indian Trust Act, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the Trustee or persons who are at the helm of affairs, registration certificate from the Registrar of the state, Trust Deed and copies Service Tax and Central Excise Registration Certificate.

11.0 The selected bidder will be required to enter into a formal contract, which will be based on their bid and O.I.L's Standard Form of Contract.

12.0 The successful bidder shall furnish a Performance Security Deposit in the form of Demand Draft / Banker's Cheque / Bank Guarantee as specified above before signing the formal contract. The Performance Security Deposit will be refunded to the Contractor after satisfactory completion of the work, but a part or whole of which shall be used by the Company in realization of liquidated damages or claims, if any or for adjustment of compensation or loss due to the Company for any reason. This Security Money shall not earn any interest.

13.0 Time will be regarded as the essence of the Contract and the failure on the part of the Contractor to complete the work within the stipulated time shall entitle the Company to recover liquidate damages and / or penalty from the Contractor as per terms of the tender /contract.

14.0 The contractor will be required to allow OIL officials to inspect the work site and documents in respect of the workers payment.

15.0 **BACKING OUT BY BIDDER:** In case any bidder withdraws their bid within the bid validity period, Bid Security will be forfeited and the party will be debarred for a period of 2(two) years from the date of withdrawal of bid.

16.0 **BACKING OUT BY L-1 BIDDER AFTER ISSUE OF LOA:** In case LOA issued is not accepted by the L1 bidder or the Performance Security is not submitted as per the terms of the contract within the time specified in the Bid Document, the Bid Security shall be forfeited and the bidder shall be debarred for 2 (two) years from the date of default.

17.0 **FURNISHING FRAUDULENT INFORMATION/DOCUMENT:** Bidders should note that the documents/information submitted by the bidder(s) against the tender are presumed to be genuine, authentic and true copy of the originals. However, in case at any stage of tendering process or during execution of the contract or after expiry of contract, if it is detected that bidder has submitted forged or fabricated documents or furnish false information towards fulfillment of any of the tender/contract conditions, Company shall immediately reject the bid of such bidder(s) or cancel/terminate the contract, as the case may be and forfeit Earnest Money Deposit (EMD) / Security Deposit (SD) submitted by the bidder. Besides, bidder shall be liable for debarment for a period of 03 years from the date of issuance of debarment notice.

18.0 **The tender will be governed by:**

Forwarding Letter.

Instruction to Bidders

BRC-BEC-Bid Rejection Criteria & Bid Evaluation Criteria.

Part-I - General Conditions of Contract (GCC)

Part-II - Schedule of Work, Unit and Quantity (SOQ)

Part-III - Special Conditions of Contract (SCC)

Part-IV - Schedule of company's Plants, Materials and Equipments - **Not Applicable**

Part-V - Safety Measures (SM)

Part-VI - Integrity Pact

Price Bidding Format & Price Break-up Format

Proformas & Annexures

**SPECIAL NOTE:**

**Please note that all tender forms (Forwarding Letter, BRC-BEC – Bid Rejection Criteria & Bid Evaluation Criteria, Part – I / General Conditions of Contract / GCC, Part-II / Schedule of Work, Unit and Quantity / SOQ, Part-III / Special Conditions of Contract / SCC, Part-V / Safety Measures / SM,**



**Part-VI / Integrity Pact, Price Bid and Price break-up) and supporting documents are to be submitted through OIL's E-Procurement site only except following documents which are to be submitted manually in sealed envelope super scribed with Tender No. and due date to The Head Contract, Contracts Department, Oil India Limited, Duliajan- 786602.**

**a) ORIGINAL BID SECURITY (Only in case of Bidder(s) submitting Bid Security in the form of Bank Draft / Banker's Cheque/ Bank Guarantee)**

**A scanned copy of Bid Security should also be uploaded along with the Un-priced Techno-Commercial Bid documents.**

**b) ANY OTHER DOCUMENT REQUIRED TO BE SUBMITTED IN ORIGINAL AS PER TENDER REQUIREMENT.**

**Scanned copy(s) of the same should also be uploaded along with the Un-priced Techno-Commercial Bid documents.**

**The above documents including the Original Bid Security (in case of bidders submitting Bid Security in the form of Bank Draft / Banker's Cheque/ Bank Guarantee) must be received at OIL's Head-Contract's office at Duliajan on or before 12.45 Hrs (IST) on the bid closing date failing which the bid shall be rejected.**

Bidders are requested to examine all instructions, forms, terms and specifications in the bid. Failure to furnish all information required as per the bid or submission of offers not substantially responsive to the bid in every respect will be at the bidders risk and may result in the rejection of its offer without seeking any clarifications. Offers sent without the requisite value of prescribed bid security (if called for in the bid) in original will be ignored straightway.

19.0 The tender is invited under SINGLE STAGE-TWO BID SYSTEM. The bidder has to submit both the "Un-Priced Techno-Commercial" and "Priced" bid through electronic form in the OIL's e-Tender portal within the Bid Closing Date and Time stipulated in the e-Tender. The Technical Bid is to be submitted as per Scope of Work & Technical Specification of the tender. **The Price Bid rates shall be quoted per unit as specified in the "PRICE BIDDING FORMAT" attached under "Notes and Attachments" tab in the main bidding engine of OIL's e-Tender portal. The price quoted in the "PRICE BIDDING FORMAT" will only be considered for evaluation.**

20.0 In Technical Bid opening, only "Technical RFx" Tab Page will be opened. Therefore, the bidder should ensure that Technical bid is uploaded under "Technical RFx Response" Tab Page only. **No price should be given under Technical RFx; otherwise the offer will be rejected. Please go through the help document provided in OIL's e-Portal, in detail before uploading the document.**

**NB: All the Bids must be Digitally Signed using "Class 3" digital signature certificate with Organizations Name (e-commerce application) as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India.**

21.0 The Integrity Pact is applicable against this tender:

OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide "Part-VI- Integrity Pact" of the tender document. This Integrity Pact proforma has been duly signed digitally by OIL's competent signatory. The proforma has to be returned by the bidder (along with the Un-priced Techno-Commercial Bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who sign the Bid.

**(Note:** Shri Rajiv Mathur, IPS (Retd.), Former Director, IB, Govt. of India, E-Mail ID: [rajivmathur23@gmail.com](mailto:rajivmathur23@gmail.com) has been appointed as Independent External Monitor).

## 22.0 SCREEN SHOTS:

**On “EDIT” Mode- The following screen will appear. Bidders are advised to Upload “Un-priced Techno-Commercial Bid” and “Priced Bid” in the places as indicated below:**

**Note :**

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

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

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



**OIL INDIA LIMITED  
(A GOVT. OF INDIA ENTERPRISE)  
CONTRACTS DEPARTMENT, DULIAJAN  
DISTRICT: DIBRUGARH (ASSAM), PIN-786602**

**IFB NO. CDI0178P16  
INSTRUCTION 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.

**2.0 BIDDING DOCUMENTS:**

**2.1** The services required, bidding procedures and contract terms are prescribed in the Bidding Documents. This Bidding Document includes the following:

- a) A forwarding letter highlighting the following points
  - (i) Company's IFB No.
  - (ii) Description of Service
  - (iii) Bid closing date and time
  - (iv) Bid opening date, time and place
  - (v) Bid submission place
  - (vi) The amount of Bid Security
  - (vii) The amount of Performance Guarantee
  - (viii) Quantum of liquidated damages for default in timely mobilizations
- b) Instructions to Bidders
- c) BRC/BEC
- d) General Conditions of Contract (GCC): **Part-I**
- e) Schedule of Work, Unit, Quantities (SOQ): **Part- II**
- f) Special Conditions of Contract (SCC): **Part-III**
- g) Schedule of Company's Plants, Materials and Equipments (SCPME): **Part-IV** [Not applicable for this Tender]
- h) Safety Measures (SM): **Part-V**
- i) Integrity Pact: **Part-VI**
- j) Price Bidding Format & Price Break-up Format (Attached under "Notes and Attachments" tab in the main bidding engine of OIL's e-Tender portal).
- k) Proformas & Annexures

**2.2** The bidder is expected to examine all instructions, forms, terms and specifications in the Bid document. Failure to furnish all information required in the Bidding Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk & responsibility and may result in the rejection of its bid.

**3.0 TRANSFERABILITY OF BID DOCUMENTS:**

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

**3.2** Unsolicited offers will not be considered and will be rejected straightway.

**4.0 AMENDMENT OF BIDDING 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 Bidding Documents by issuance of an Addendum.

**4.2** The Addendum will be sent in writing through post / courier / Fax / e-mail to all prospective Bidders to whom Company has sent the bid documents and also be uploaded in the OIL's e-portal in the "Technical RFx" area under the tab "External Area ➔ Amendments". The company may, at its discretion, extend the deadline for bid submission for any reason. Bidders shall also check OIL's E-Tender portal ["Technical RFx" area under the tab "External Area ➔ Amendments"] for any amendments to the bid documents before submission of their bids.

**5.0 PREPARATION OF BIDS**

**5.1 LANGUAGE OF BIDS:** The bid as well as all correspondence and documents relating to the bid exchanged between the Bidder and the Company shall be in English language, except that any printed literature may be in another language provided it is accompanied by an English translated version, which shall govern for the purpose of bid interpretation.

**5.2 DOCUMENTS COMPRISING THE BID:****(A) UN-PRICED TECHNO-COMMERCIAL BID:**

- (i) Bid Documents duly filled up as indicated.
- (ii) Complete technical details / specifications of the equipment with catalogue, etc. as per tender requirement.
- (iii) Documentary evidence established in accordance with BRC / BEC part.
- (iv) Statement of Non-Compliance (if any).
- (v) Bid Security (scanned copy). Hard copy of original Bid Security (Only in case of bidder(s) submitting bid security in the form of Bank Draft / Banker's Cheque/ Bank Guarantee) should be sent separately to reach on or before **12.45 Hrs (IST) on the bid closing date failing which the bid shall be rejected.**
- (vi) Any other document as per tender requirement (scanned copy). Hard copy(s) of the same, if called for in the tender, should be sent separately to reach on or before **12.45 Hrs (IST) on the bid closing date failing which the bid shall be rejected.**
- (vii) Integrity Pact.

**Note: Please note that no price details should be uploaded in UN-PRICED TECHNO-COMMERCIAL BID under “Technical RFx Response” Tab Page.**

**(B) PRICED BID:**

The Priced Bid shall contain the rates / prices along with the currency and any other commercial information pertaining to the rates / prices including price break-up for their quoted price complying minimum statutory wage payment to different class of workers to be deployed by them under the contract. Bidder shall quote their rates / prices in the “PRICE BIDDING FORMAT” attached under “**Notes and Attachments**” tab in the main bidding engine of OIL’s e-Tender portal. The price quoted in the “PRICE BIDDING FORMAT” will only be considered for evaluation.

Bidder must include all liabilities including statutory liabilities (but excluding Service Tax) in their quoted rates. The rates shall be fixed and firm for the entire tenure of the contract and shall be binding on both the parties. No changes in these rates shall be allowed under any circumstances during the tenure of this service agreement except as mentioned in the Bid Document.

**6.0 PERIOD OF VALIDITY OF BIDS:**

**6.1** The Bid must be valid for 180 (One hundred & eighty) days from the date of opening of the tender.

**6.2** In exceptional circumstances, OIL 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). A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request will neither be required nor permitted to modify their bid.

**7.0 FORMAT AND SIGNING OF BID:**

**7.1** The original and all copies of the bid shall be typed or written in indelible inks and shall be signed digitally by the Bidder to bind the Bidder to the contract.

**8.0 SUBMISSION OF BIDS:**

**8.1** Bids are to be submitted online through OIL’s E-procurement portal with digital signature. The bid and all attached documents should be digitally signed by the bidder using “Class 3 with organizations Name” digital certificates [e commerce application (Certificate with personal verification and Organisation Name)] as per Indian IT Act 2000 obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India before bid is uploaded.

Digital Signature Certificates having “**Organization Name**” field other than **Bidder’s Name** are not acceptable. However, aforesaid Digital Signature Certificates having Bidder’s Name in the “Organization Name” field are acceptable.

The bid including all uploaded documents shall be digitally signed by duly authorized representative of the bidder to bind the Bidder to the contract. The authenticity of above digital signature shall be verified through authorized CA after bid opening and in case the digital signature is not of “Class-3 with organization name”, the bid will be rejected.

Bidder is responsible for ensuring the validity of digital signature and its proper usage by their employees.

**8.2** 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 (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.

**8.3** Timely submission of the bids is the responsibility of the Bidder and Bids should be submitted before the bid closing date and time. Company shall not be responsible for any delay.

**8.4** Physical Bid/ E-mail/ Fax/ Telex/Telegraphic/Telephonic offers will not be accepted.

**8.5** Bidder shall submit the Bid, duly completed in terms of the Bid Document.

**8.6** 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 to be executed under this contract.

#### **9.0 DEADLINE FOR SUBMISSION OF BIDS:**

**9.1** Bids should be submitted on-line up to 11.00 AM (IST) (Server Time) on the Bid Closing date mentioned in the Forwarding Letter. Bidders will be permitted by System to make any changes in their bid after the bid has been uploaded by the bidder prior to the Bid Closing date and time as mentioned in the bid except in condition mentioned in clause 12.1 below. But no changes would be allowed by the system once the due date and time for submission of bids has been reached and bids are opened.

**9.2** No bid can be submitted after the submission deadline is reached. The system time displayed on the e-procurement web page shall decide the submission deadline.

**9.3** The documents in physical form must be received by Company at the address specified in the “Forwarding Letter” on or before **12:45 Hrs (IST) on the bid closing date**. Timely delivery of the same at the address mentioned in the Forwarding Letter is the responsibility of the Bidders.

#### **10.0 LATE BIDS:**

**10.1** Bidders are advised in their own interest to ensure that their bids are uploaded in system before the closing date and time of the bid. Any Bid received by the Company after the Bid Closing Date & Time stipulated by the Company shall be rejected.

#### **11.0 MODIFICATION AND WITHDRAWAL OF BIDS:**

**11.1** Bidders will be permitted by System to make any changes in their bid after the bid has been uploaded by the bidder prior to the Bid Closing date and time as mentioned in the bid except in condition mentioned in clause 12.1 below. But no changes would be allowed by the system once the due date and time for submission of bids has been reached and bids are opened.

**11.2** No bid can be modified / withdrawn subsequent to the deadline for submission of bids.

**11.3** No bid may be withdrawn in the interval between the deadline for submission of bids and the expiry of the period of bid validity. Withdrawal of any bid within validity period will lead to forfeiture of his / her / their Bid Security Deposit in full and debarred from participation in future tenders, at the sole discretion of the company.

## **12.0 EXTENSION OF BID SUBMISSION DATE:**

**12.1** Normally no request for extension of Bid Closing Date & Time will be entertained. However, OIL at its discretion, may extend the Bid Closing Date and / or Time due to any reasons. In case of receipt of only one Bid on the Bid Closing Date and Time, OIL may extend the Bid Closing / Opening Date by 2(two) weeks. However, the bidder whose bid has been received within the bid closing date and time will not be allowed to revise their Bid / prices. Withdrawal of such Bid will also not be permitted.

## **13.0 BID OPENING AND EVALUATION:**

**13.1.1** The Technical bid will be opened on scheduled Bid opening date & time in the presence of any attending Bidder(s) or their Authorized Representative, if any. However, an authorized letter (format given in Proforma Section) from the Bidder must be produced by Bidder's representative at the time of opening of Tender, without which such representative won't be allowed to attend the opening of Tenders. Only one representative against each Bid will be allowed to attend the bid opening. Attending Bidder(s) & Authorized Representative(s) will have to sign a register evidencing their presence.

In Technical bid opening date, only "Technical RFx" Tab Page will be allowed to be opened by the system. Bidders therefore should ensure that Un-priced Techno-Commercial bid is uploaded under "Technical RFx Response" Tab Page only.

**13.1.2** In case of two bid system, after the evaluation of the Technical Bids, the Price Bids of the technically qualified Bidders will be opened. The opening Date and Time will be intimated to the technically qualified Bidders in due course. Price bids will be opened in the same procedure as mentioned in Para 13.1.1 above.

**13.2** In case it happens to be a bundh / holiday, the tender will be opened on the next working day (except Saturday). Accordingly, Bid Closing Date / time will get extended up to the next working day and time (except Saturday).

**13.3** Bid for which an acceptable notice of withdrawal has been received pursuant to Clause 11.0 shall not be opened. OIL shall examine bids to determine whether they are complete, whether requisite Bid Securities have been furnished, whether documents have been properly signed and whether the bids are generally in order.

**13.4** OIL shall prepare, for its own records, minutes of bid opening including the information disclosed to those present in accordance with the sub-clause 13.3

**13.5** To assist in the examination, evaluation and comparison of bids, normally no clarifications shall be sought from the Bidders. However, for assisting in the evaluation of the bids especially on the issues where the Bidder confirms compliance in the evaluation and contradiction exists on the same issues due to lack of required supporting documents in the Bid (i.e. document is deficient or missing), or due to some statement at other place of the Bid (i.e. reconfirmation of confirmation) or vice versa, clarifications may be sought by OIL at its discretion. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

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

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

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

#### **14.0 EVALUATION AND COMPARISON OF BIDS:**

**14.1** OIL will evaluate and compare the bids as per Bid Evaluation Criteria (BEC) of the bidding documents.

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

**14.3** 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.

**14.4** Conditional bids are liable to be rejected at the discretion of the Company.

#### **15.0 CONTACTING THE COMPANY:**

**15.1** Except as otherwise provided in Clause 14.0 above, no Bidder shall contact OIL on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded except as required by OIL vide sub-clause 13.5.

**15.2** An effort by a Bidder to influence OIL in the bid evaluation, bid comparison or Contract award decisions may result in the rejection of their bid.

#### **16.0 AWARD CRITERIA:**

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

#### **17.0 OIL' S RIGHT TO ACCEPT OR REJECT ANY BID:**

**17.1** OIL reserves the right to accept or reject any or all bids and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected bidder, or bidders or any obligation to inform the affected bidder of the grounds for OIL's action.

#### **18.0 NOTIFICATION OF AWARD:**

**18.1** Prior to the expiry of the period of bid validity or extended validity, OIL will notify the successful Bidder in writing by registered letter or by cable or telex or fax or e-mail (to be confirmed in writing by registered / couriered letter) that its bid has been accepted.

#### **19.0 SIGNING OF CONTRACT:**

**19.1** The successful bidders(s) shall be notified by the Company of its intention to enter into an Agreement with him/her/them on the basis of his/her/their acceptance of the offer. Such notification shall be treated as a "Letter of Award (LOA)".

**19.2** Within 2 Weeks from the date of issue of Letter of Award (LOA), the successful Bidder(s) will be required to pay an interest free Performance Security by way of Demand Draft / Banker's Cheque / Bank Guarantee (in specified format) favouring "OIL INDIA LIMITED" payable at "DULIAJAN" from any Nationalised Bank. Upon furnishing of the Performance Security, the successful Bidder(s) will be required to enter into a formal Service Agreement based on the instant tender on the OIL Standard forms of agreement.

**19.3** This Performance Security must be valid for six months after the date of expiry of the tenure of the contract. In the event of contract being extended within the provisions of the contract agreement, the contractor will have to extend suitably the validity of the "Security Deposit" for the extended period.

**19.4** The "Performance Security" will be refunded to the contractor within six months of satisfactory completion of works under the contract (including extension, if any), but part or whole of which shall be used by the Company in realisation of liquidated damages or claims, if any or for adjustment of compensation or loss due to the Company for any reason.

**19.5** Failure of the successful bidders to comply with the conditions as specified in Para 19.2 above would render him liable for rejection and in turn forfeiture of Bid Security apart from any other actions the Company may take against him at its sole discretion. The party shall also be debarred for a period of 2(two) years from the date of default.

## **20.0 FURNISHING FRAUDULENT INFORMATION / DOCUMENTS:**

Bidders should note that the documents/information submitted by the bidder(s) against the tender are presumed to be genuine, authentic and true copy of the originals. However, in case at any stage of tendering process or during execution of the contract or after expiry of contract, if it is detected that bidder has submitted forged or fabricated documents or furnish false information towards fulfillment of any of the tender/contract conditions, Company shall immediately reject the bid of such bidder(s) or cancel/terminate the contract, as the case may be and forfeit Earnest Money Deposit (EMD) / Security Deposit (SD) submitted by the bidder. Besides, bidder shall be liable for debarment for a period of 03 years from the date of issuance of debarment notice.

### **21.0 In the event of awarding contract the Contractor shall have to submit Invoice of Service Tax as per the following Format**

(Format of Invoice (As per Rule 4A (1) of the Service Tax Rule's 1994)

#### **TAX INVOICE**

Name of the Service Provider.....

Address of the Service Provider.....

Service Tax Regn. No of the service provider.....

Name & address of the Service Receiver

Oil India Limited, Duliajan, Assam

Invoice Serial No.....

Invoice Date.....

Particulars	Amount (Rs)
Description of the service provided or agreed to be provided (e.g. AMC Bill against Contract No.....for the period.....)	A
Add service Tax 14.5 % on (A) above(In case of taxable value of service is not 100%, than specify the value of taxable service and apply 14.5 % of the qualifying amount) (e.g. if the value of service is only 40%, than service tax should be calculated at 14.5% on 40% of the value declared at (A) above.)	B
Total amount (Including service Tax) (A + B)	C
Less: Service Tax Payable by Oil India Limited under reverse charge	D
Net Bill Amount	E

Signature of Proprietor/partner



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

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

**1.1 TECHNICAL:**

**1.1.1** The bidder must have a minimum of 1(one) year continuous experience of providing complete man-management services for operation of Drilling Rigs to OIL/ONGC/E&P companies either through Man-management services contract or through charter hire rig contract during last 7(Seven) years ending bid closing date.

**1.1.2** The bidder must confirm the following in their bid:-

**(a)** To provide experience and qualified personnel. The qualification and work experiences of key personnel to be deployed by the bidder must be in accordance with the requirement as per the Clause 2.0 (UNDER SCOPE OF WORK). The complete Bio-data of the key personnel to this effect must be submitted for OIL'S approval and clearance prior to mobilization of personnel.

**(b)** To quote for full service as specified in 'Scope of Work' and 'Price bid format/Schedule of Rates'.

**(c)** Bidders must indicate the No. of Drilling Rig(s) for which services of Operation & Maintenance have been offered: **EITHER 1 (ONE) OR 2(TWO)**

**1.2 FINANCIAL:**

**1.2.1** The bidder's average Annual financial turnover as per Audited Annual Reports for the last three completed accounting years (prior to Bid Closing Date) should be either of the following:

**(a)** For bidders quoting for O&M of 01(one) No. Drilling Rig, average Annual financial turnover as per Audited Annual Reports for the last three completed accounting years (prior to Bid Closing Date) should be at least **Rs. 450.00 Lakhs (Rupees Four Crores Fifty Lakhs only)**.

**(b)** For bidders quoting for O&M of 02(two) Nos. Drilling Rigs, average Annual financial turnover as per Audited Annual Reports for the last three completed accounting years (prior to Bid Closing Date) should be at least **Rs. 900.00 Lakhs (Rupees Nine Crores only)**.

**Note:** Documentary evidence in support of turnover must be submitted along with Un-Priced Techno-Commercial Bid. The proof of annual turnover should be in the form of attested / self-attested copies of either of the following-

**(a)** Audited Profit & Loss account and Balance Sheet

OR

**(b)** Certification from Chartered / Cost Accountant firm indicating the Membership Number and Firm Registration No

**1.2.2** The bidder must have experience of successfully completing following "SIMILAR NATURE" works during last 7 years ending bid closing date:

**(a)** For bidders quoting for O&M of 01 no. Drilling Rig, the bidder must have experience of successfully completing the following assigned SIMILAR work(s) during the last 7(seven) years ending bid closing date:

**i.** Three similar completed works each costing not less than **Rs. 600.00 Lakhs (Rupees Six Crores only)**

Or

ii. Two similar completed works each costing not less than **Rs. 750.00 Lakhs (Rupees Seven Crores Fifty Lakhs only)**

Or

iii. One similar completed works each costing not less than **Rs. 1200.00 Lakhs (Rupees Twelve Crores only)**

**(b) For bidders quoting for O&M of 02 nos. Drilling Rigs**, the bidder must have experience of successfully completing the following assigned SIMILAR work(s) during the last 7(seven) years ending bid closing date:

i. Three similar completed works each costing not less than **Rs. 1200.00 Lakhs (Rupees Twelve Crores only)**

OR

ii. Two similar completed works each costing not less than **Rs. 1500.00 Lakhs (Rupees Fifteen Crores only)**

OR

iii. One similar completed works each costing not less than **Rs. 2400.00 Lakhs (Rupees Twenty Four Crores only)**

**Note: I.** "SIMILAR NATURE" means "Providing Complete Man Management Services for Drilling Rig operation to OIL/ONGC/E&P companies either through Man-management services contract or Charter Hire Rig contract.

**II.** Necessary documents to substantiate the valuation of completed works must be forwarded along with the technical bid."

### **1.3 COMMERCIAL:**

**1.3.1** Rate quoted by the successful bidder must remain firm during the execution of the Contract and not subject to variation on any account. Any bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.

**1.3.2** Bid security shall be furnished as a part of Un-priced Techno-Commercial Bid. Original bid security (in case of bidders submitting Bid Security in the form of Demand Draft / Banker's Cheque / Bank Guarantee) must be submitted in the office of Head-Contracts, Oil India Limited **on or before 12:45 Hrs on the bid closing date**. The amount of bid security should be as specified. Any bid not accompanied by a proper bid security will be rejected.

**Note:** In case the Bidder submits Bid security in the form of Bank Guarantee (BG); the BG must be valid for minimum 210 days from the date of Technical bid opening i.e. minimum up to **05.10.2016**.

**1.3.3** Any bid received by the company after the deadline for submission of bids prescribed by the Company will be rejected.

**1.3.4** The bid documents are not transferable. Offers made by Bidders who have not purchased the bid documents from the Company will be rejected.

**1.3.5** Bid received in the form of Physical Document / Telex / Cable / Fax / E-mail will not be accepted.

**1.3.6** Bid shall be typed or written in indelible ink and Original bid shall be signed (digitally) by the bidder or his authorised representative failing which the bid will be rejected.

**1.3.7** Bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by bidder, in which case such corrections shall be initiated by the person(s) signing the bid. However, white fluid should not be used for making corrections. Any bid not meeting this requirement shall be rejected.

**1.3.8** Any bid containing false statement will be rejected and action will be taken by Company as per Bid Document/Company's policy.

**1.3.9** Bidders must quote clearly and strictly in accordance with the price schedule outlined in Price Bidding Format attached under "Notes and Attachments" tab in the main bidding engine of OIL's e-Tender portal; otherwise the bid will be rejected. All other techno-commercial documents other than price details to be submitted with Un-priced Techno-Commercial Bid as per tender requirement in the c-Folder link (collaboration link) under "Technical RFx Response" Tab Page only.

**1.3.10** Bidder must accept and comply with the following clauses as given in the Tender Document in toto, failing which offer will be rejected:

- A.** Performance Guarantee Bond clause.
- B.** Force Majeure Clause
- C.** Tax liabilities Clause
- D.** Arbitration clause
- E.** Acceptance of Jurisdiction and Applicable Law.
- F.** Liquidated damage cum penalty clause.
- G.** Integrity Pact

**1.3.11** The company also reserves the right to cancel / withdraw the Tender without assigning any reasons to the bidders. The bidder must confirm their acceptance to this clause in their respective bids.

**1.3.12** The bids are to be submitted in single stage under 2 (two) bid system i.e. Un-priced Techno-Commercial Bid and Price Bid together. Only the Price Bid should contain the quoted price.

**1.3.13** There should not be any indication of price in the Un-priced Techno-Commercial Bid. A bid will be straightway rejected if this is given in the Un-priced Techno-Commercial Bid.

**1.3.14** Bid received with validity of offer less than 180 (one hundred eighty) days from the date of Technical Bid opening will be rejected.

**1.3.15** The Integrity Pact is applicable against this tender. OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide Part-VI of the tender document. This Integrity Pact proforma has been duly signed digitally by OIL's competent signatory. The proforma has to be returned by the bidder (along with the Un-priced Techno-Commercial Bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who sign the Bid.

#### **1.4 GENERAL:**

**1.4.1** To ascertain the substantial responsiveness of the bid, the Company reserves the right to ask the bidder for clarification in respect of clauses covered under Bid Rejection Criteria/Bid Evaluation Criteria and such clarification fulfilling the Bid Rejection Criteria/Bid Evaluation Criteria clauses in toto must be received on or before the opening of the price bid when asked otherwise the offer will summarily rejected. No clarification will however be asked from bidders who have not submitted the Bid Bond with the un-priced bid and such offers will be rejected straightway.

**1.4.2** A bid determined as not substantially responsive will be rejected by the company and may not subsequently be made responsive by the bidder by correction of the non-conformity.

**1.4.3** The company may waive any minor informality or non-conformity or irregularity on a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.

**1.4.4** If any of the clauses in the BRC/BEC contradict with other clauses of bidding document elsewhere, the clauses in the BRC/BEC shall prevail.

**1.4.5** Bidder(s) must note that requisite information(s)/financial values etc. as required in the BRC & Tender are clearly understandable from the supporting documents submitted by the Bidder(s); otherwise Bids shall be rejected.

**1.4.6** OIL will not be responsible for delay, loss or non-receipt of applications for participating in the bid sent by mail and will not entertain any correspondence in this regard.

**1.4.7** It is expected that the bid should be submitted without any exception/deviation. However, If any bidder seeks any exception/deviations other than that mentioned in BRC/BEC, same must be submitted along with the un-priced technical bid. However, Company may or may not accept these except/deviation and shall be intimated to the bidder accordingly.

**1.4.8** In case bidder takes exception to any clause of Tender Document not covered under BEC / BRC, then the Company has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw / modify the deviation when / as advised by the Company. The loading so done by the Company will be final and binding on the Bidders. No deviation will however, be accepted in the clauses covered under BRC.

**1.4.9** The originals of such documents [furnished by bidders(s)] shall have to be produced by bidder(s) to OIL as and when asked.

**B) BID EVALUATION CRITERIA (BEC):**

**1.0** The bids conforming to the technical specifications, terms and conditions stipulated in the bidding document and considered to be responsive after subjecting to Bid Rejection Criteria will be considered for further evaluation as per the Bid Evaluation Criteria given below:

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

**3.0** Bidder shall quote same rates for operation & Maintenance of both the Rigs. Bidders quoting different rates (either total or individual item rate) would be rejected.

**4.0** Bids will be evaluated on total contract cost for 2(two) years of operation for 1(one) No. Rig only and the L1 bidder so evaluated would be awarded the contract for operation & Maintenance of the first Rig.

**5.0** The total requirement of operation & maintenance of 2 Nos. of Rigs would be split between two bidders and the L2 bidder would be awarded the contract for services of operation & maintenance of 2nd (second) Rig provided they match their total quoted rates with that of the L1 bidder.

**6.0** In the event the L2 bidder declines to match their total quoted rates with that of the L1 bidder, the option would be provided to the L3 bidder to match their total quoted rates with that of the L1 bidder and contract would be awarded to them if they match their total quoted rate accordingly. In case the L3 bidder also declines, the option would be given to the L4 bidder and so on.

**7.0** If no bidders are available to award the contract for operation & maintenance of 2nd rig, the option would be provided to the L1 bidder provided the L1 bidder quotes for operation & maintenance of 2 Nos. Rigs and found to be techno-commercially acceptable. However, to qualify for O & M of 2 Nos. of Rigs, bidder must meet the following criteria additionally:

- a)** They have quoted for O & M of 2 Nos. of Rigs and have to be technically acceptable for O & M of both the Rigs.
- b)** They meet the minimum Average Annual Turnover & experience requirement for O & M of 2(two) Nos. of Rigs.
- c)** They have submitted Bid Security covering O & M of 2 Nos. Of Rigs.

**8.0** The quantities shown against each item in the "Price Bid Format shall be considered for the purpose of Bid Evaluation. It is, however, to be clearly understood that the assumptions made in respect of the number of days/ parameters for various operations are only for the purpose of evaluation of the bid and the Contractor will be paid on the basis of the actual number of days/parameter, as the case may be.

**9.0** The bidders must quote their charges / rates in the manner as called for vide "Schedule of Rates" under Section - III of Part-III SCC and the summarized price schedule format enclosed.

**10.0** To ascertain the inter-se-ranking, the comparison of the responsive bids will be made subject to loading for any deviation. Commercial Bids shall be evaluated taking into account the rates quoted in the PRICE BID FORMAT except amount for charges for catering charges.

**TOTAL ESTD CONTRACT COST FOR OPERATION & MAINTENANCE OF EACH RIG FOR 02 YEARS CONTRACT INCLUDING ALL TAXES & DUTIES EXCEPT SERVICE TAX WHICH SHALL BE EXTRA TO OIL,**

$$T = TM + TOP + TILMO + TILM1 + TILM + TOC + TCS$$

**WHERE,**

- i)** Total Mobilization charges of personnel and crane, Lump sum,  $TM = M$
- ii)** Total Operating day rate charge for personnel,  $TOP = ODR1 \times 620 \text{ Days}$
- iii)** Total Inter-Location Movement charge (Cluster location) Lump sum,  $TILMO = ILMO \times 2$
- iv)** Total Inter-location movement Charges (for move within a distance of 30 Kms),  $TILM1 = ILM1 \times 6$
- v)** Total Inter-location Movement charges on Kilometerage basis for movement in excess of 30 Km,  $TILM = ILM \times 200 \text{ KM}$
- vi)** Total Operating day rate charge for Crane,  $TOC = ODR2 \times 620 \text{ Days}$
- vii)** Total Charges for catering services,  $TCS = CS \times 3500 = \text{Rs. } 300 \times 3500 = \text{Rs. } 10,50,000.00$

**NOTE:** The above items/activities are as defined in 'Scope of Work' and 'Schedule of Rates and payment' of the tender.

**SPECIAL NOTES:**

- (i)** Bidders need not quote for charges for catering services and shall be Rs. 300.00 per day per person. However the total contract cost of the contract shall be inclusive of amount for catering charges.
- (ii)** Quantity for 'day rate charge' estimated considering 2 Nos ILM in cluster location with a maximum of 10 days per ILM and 6 Nos ILM for a distance of 30 (thirty) km with a maximum of 15 days per ILM .
- (iii)** The quoted charges and total cost of the contract is inclusive of all taxes and duties except service tax which shall be to Company's (OIL) account.

**11.0** Bidders shall have to submit price break-up of their quoted operating day rate for personnel as per the format provided (Proforma IA) complying minimum statutory wage payment to different class of workers to be deployed by them under the contract. Offer without Price break-up and with un-realistic prices not conforming to the minimum-wage act rates shall be rejected outright.

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**OIL INDIA LIMITED  
(A GOVT. OF INDIA ENTERPRISE)  
CONTRACTS DEPARTMENT, DULIAJAN  
DISTRICT: DIBRUGARH (ASSAM), PIN-786602  
TEL: (91) 374-2800548, FAX: (91) 374-2803549  
Website: [www.oil-india.com](http://www.oil-india.com)**

**DESCRIPTION OF WORK/SERVICES:-**

**HIRING OF SERVICES FOR OPERATION & MAINTENANCE OF OIL'S 2(TWO)  
NOS. DRILLING RIGS FOR A PERIOD OF 2 YEARS.**

**GENERAL CONDITIONS OF CONTRACT (GCC)**

MEMORANDUM OF AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_ Between OIL INDIA LIMITED a Company incorporated under the Companies Act 1956 and having its Registered Office at Duliajan in the District of Dibrugarh, Assam ( hereinafter called Company ) of the one part and Shri/Smti \_\_\_\_\_ and Shri/Smti \_\_\_\_\_ carrying on business as partners /proprietor under the firm name and style of M/s. \_\_\_\_\_ with the main Office at \_\_\_\_\_ in the District of \_\_\_\_\_ aforesaid ( hereinafter called 'Contractor') on the other part.

**WITNESSETH:**

1. a) The contractor hereby agrees to carry out the work set down in the Schedule of work which forms part-II of this Contract in accordance with the 1968 General Conditions of Contract of Oil India Limited and General Specifications read in conjunction with any drawings and Particular Specifications & instructions which forms Part-III of the contract utilizing any materials/services as offered by the Company as per Part-IV of the contract at Assam & Rest of North Eastern States.

b) In this Contract all words and expressions shall have the same meaning as are respectively assigned to them in the 1968 General Conditions of Contract of Oil India Limited which the Contractor has perused and is fully conversant with before entering into this Contract.

c) The clauses of this contract and of the specifications set out hereunder shall be paramount and in the event of anything herein contained being inconsistent with any term or terms of the 1968 General Conditions of Contract of Oil India Limited, the said term or terms of the 1968 General conditions of Contract to the extent of such inconsistency, and no further, shall not be binding on the parties hereto.

2. The contractor shall provide all labour, supervision and transport and such specified materials described in part-II of the Contract including tools and plants as necessary for the work and shall be responsible for all royalties and other levies and his rates shall include for these. The work executed and materials supplied shall be to the satisfaction of the Company's Engineer and Contractor's rates shall include for all incidental and contingent work which although not specifically mentioned in this contract are necessary for its completion in a sound and workman like manner.

3. The Company's Engineer shall have power to:

a) Reduce the rates at which payments shall be made if the quality of work although acceptable is not up to the required standard set forth in the OIL Standard Specifications which have been perused and fully understood by the Contractor.

b) Order the Contractor to remove any inferior material from the site and to demolish or rectify any work of inferior workmanship, failing which the Company's Engineer may arrange for any such work to be demolished or rectified by any other means at the Contractor's expenses.

c) Order the Contractor to remove or replace any workman who he (The Engineer) considers incompetent or unsuitable; the Engineer's opinion as to the competence and suitability of any workman engaged by the Contractor shall be final and binding on the Contractor.



d) Issue to the Contractor from time to time during the progress of the work such further drawings and instructions as shall be necessary for the purpose of proper and adequate execution and maintenance of the works and the Contractor shall carry out and be bound by the same.

e) Order deviations in Part II and III of this Contract. All such deviation orders shall be in writing and shall show the financial effect, if any, of such deviation and whether any extra time is to be allowed.

4. The Contractor shall have no claim against the company in respect of any work which may be withdrawn but only for work actually completed under this contract. The contractor shall have no objection to carry out work in excess of the quantities stipulated in Part-II if so ordered by the company at the same rates, terms and conditions.

5. The Company reserves the right to cancel this Contract at any time upon full payment of work done and the value of the materials collected by the contractor for permanent incorporation in the work under this contract particularly for execution of this contract up to the date of cancellation of the Contract. The valuation of the work done and the materials collected shall be estimated by the company's Engineer in presence of the contractor. The Contractor shall have no claim to any further payment whatsoever. The valuation would be carried out exparte if Contractor fails to turn up despite reasonable notice which will be binding on the Contractor.

6. The Contractor hereby undertakes to indemnify the Company against all claims which may arise under the under noted Acts:-

- i) The Mines Act.
- ii) The Minimum Wages Act, 1948.
- iii) The Workman's Compensation Act, 1923.
- iv) The Payment of wages Act, 1963.
- v) The Payment of Bonus Act, 1965.
- vi) The Contract Labour (Regulation & Abolition) Act, 1970 and the rules framed there under.
- vii) Employees Pension Scheme, 1995.
- viii) Inter-State Migrant (Regulation of Employment and Condition of Service) Act. 1979.
- ix) The Employees Provident Fund and Miscellaneous Provisions Act, 1952.
- x) AGST Act.
- xi) Service Tax Act.

or any other Acts or Statute not here in above specifically mentioned having bearing over engagement of workers directly or indirectly for execution of work. The Contractor shall not make the Company liable to reimburse the Contractor for the statutory increase in the wage rates of the Contract Labour appointed by the Contractor. Such Statutory increase in the wage rates of Contract Labour shall be borne by the contractor.

7. The Contractor shall clear away all rubbish and surplus material from the site on completion of work and shall leave the site clean and tidy.

8. The duration of the contract shall be **104 weeks (2 years)** from the commencement date mentioned in the work order. The Contractor must complete the work as mentioned in PART – III (SPECIAL CONDITIONS OF CONTRACT: SCC) within the contract period. During the currency of the job, the work progress must be commensurate with the time elapsed. In the event of any delay on the contractor's part, he/she will be liable to pay to the company liquidated damages at the rate of 1/2% (Half p.c ) of the first year contract value per week of the item(s) delayed in completion and the maximum value of the liquidated damage will be 7.5% of the first year Contract value (including mobilization cost) of the item(s) delayed provided the item(s) delayed are not critical for commissioning and final utilization of the work. If, however, the item(s) delayed in completion are critical for commissioning and final utilisation of the work then the contractor will be liable to pay liquidated damages by way of penalty at the rate of 1/2% (Half percent) of the first year contract value per week of delay subject to a maximum of 7.5% of first year Contract value (including mobilization cost).

The Chief Engineer's certificate as to the criticality or otherwise of an item shall be final.

The payment of liquidated damages/penalty may be reduced or waived at the sole discretion of the Company whose decision in this regard will be final.

In the event of there being undue delay in execution of the Contract, the Company reserves the right to cancel the Contract and / or levy such additional damages as it deems fit based on the actual loss suffered by the company attributable to such delay. The company's decision in this regard shall be final.

9. In order to promote, safeguard and facilitate the general operational economic in the interest of the Company during the continuance of this contract the Contractor hereby agrees and undertakes not to take any direct or indirect interest and or support, assist, maintain or help any person or persons engaged in antisocial activities, demonstration, riots, or in any agitation prejudicial to the Company's interest and any such even taking shape or form at any place of the Company's works or and its neighbourhood.

10. The tendered all-inclusive Price (the Contract price) is ₹ \_\_\_\_\_ **(Not to be filled up by bidder while submitting the offer in c-Folder. This figure will be filled up by OIL at the time of award of the contract to the successful bidder.)** (₹ \_\_\_\_\_ only) but the Company shall pay the Contract or only for actual work done at the all inclusive rates set down in the Schedule of work part II of this Contract.

On account payment may be made, not often than monthly, up to the amount of 100% of the value of work done. Final payment will be made only after satisfactory completion of the work. Such final payment shall be based on the work actually done allowing for deviations and any deductions and the measurement shall be checked and certified correct by the Company's Engineer before any such final payment is made.

11. The contractor employing 20 (twenty ) or more workmen on any day preceding 12 months shall be required to obtain requisite licence at his cost from the appropriate Licensing Officer before undertaking any Contract work. The Contractor shall also observe the rules & regulations framed under the Contract Labour (Regulation & Abolition) Act.

12. The Company for any reason whatsoever and of which the company shall be sole judge may terminate this Contract with a 24 hours notice in writing to the Contractor and in the event of Company's so doing the clause 5 here of shall prevail and the accounts between the parties will be in accordance therewith finalised.

13. The Contractor will not be allowed to construct any structure (for storage / housing purpose) with thatch, bamboo or any other inflammable materials within any company's fenced area.

14. The Contractor shall ensure that all men engaged by him/her are provided with appropriate protective clothing and safety wear in accordance with regulation 89(a) and 89(b) in the Oil mines Regulations 1984. The Company's representative shall not allow/accept those men who are not provided with the same.

15. All Statutory taxes levied by the Central and State Government or any other competent authority from time to time will be borne by Contractor and the amount of the contract specified in the contract is inclusive of all tax liabilities but excluding Service Tax. Service Tax if applicable shall be, to the Company's account. However, Service Tax portion payable directly by the Service provider (if applicable) shall be reimbursed to the Contractor on the basis of the documentary evidence.

16. The Contractor shall deploy local persons in all works.

17. The Contractor shall not engage minor labour below 18(eighteen) years of age under any circumstances.

18. The Contractor and his/her workmen shall strictly observe the rules and regulations as per Mines Act. (latest editions).

**19.1 GENERAL OBLIGATIONS OF COMPANY:**

COMPANY shall, in accordance with and subject to the terms and conditions of this contract:

- i) Pay the Contractors in accordance with terms and conditions of the contract.
- ii) Allow access to Contractors and their personnel, subject to normal security and safety procedures, to all areas as required for orderly performance of the work.

**20. Special Conditions**

~~a) The amount of retention money shall be released after 6(six) months from the date of issue of completion certificate from concerned department.~~

b) The contractor will be required to allow OIL Officials to inspect the work site and documents in respect of the workers' payment.

c) Contractor(s) whosoever is liable to be covered under the P.F. Act and contract cost is inclusive of P.F., must ensure strict compliance of provisions of Provident Fund and Miscellaneous Provisions Act, 1952 in addition to the various Acts mentioned elsewhere in this contract. Any contractor found violating these provisions will render themselves disqualified from any future tendering. As per terms of the contract, if applicable, the Contractor must deposit Provident Fund Contribution (covering Employee's & Employer's share) with the competent authority monthly under their direct code. The Contractor shall be required to submit documentary evidence of deposit of P.F. Contribution to the Company. In case of failure to provide such documentary evidence, the Company reserves the right to withhold the amount equivalent to applicable P.F. Contribution.

**21. ARBITRATION:****21.1 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:

a) 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.

b) The number of arbitrators and the appointing authority will be as under:

<b>Claim amount (excluding claim for interest and counter claim, if any)</b>	<b>Number of Arbitrator</b>	<b>Appointing Authority</b>
Upto Rs. 5 Crore	Sole Arbitrator	OIL
Above Rs. 5 Crore	3 Arbitrators	One Arbitrator by each party and the 3 <sup>rd</sup> Arbitrator, who shall be the presiding Arbitrator, by the two Arbitrators.

c) 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.

d) 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.

e) 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.

f) Parties agree that neither shall be entitled for any pre-reference or pendent-lite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.

g) 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.

**h)** 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.

**i)** Each party shall be responsible to make arrangements for the travel and stay etc. of the arbitrator pointed by it. Claimant shall also be responsible for making arrangements for travel/stay arrangements of the Presiding Arbitrator and the expenses incurred shall be shared equally by the parties.

In case of sole arbitrator, OIL shall make all necessary arrangements for his travel, stay and the expenses incurred shall be shared equally by the parties.

**j)** The Arbitration shall be held at **Duliajan, Assam**. However, parties to the contract can agree for a different place for the convenience of all concerned.

**k)** The Arbitrator(s) shall give reasoned and speaking award and it shall be final and binding on the parties.

**l)** 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.

## **21.2 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 21.1 & 21.2 will be **Duliajan, Assam**. The award made in pursuance thereof shall be binding on the parties.

## **22. FORCE MAJEURE:**

In the event of either party being rendered unable by Force majeure to perform any obligations required to be performed by them under the contract the relative obligations of the party affected by such force majeure shall upon notification to the other party be suspended for the period during which force majeure event lasts. The cost and loss sustained by the either party shall be borne by the respective parties.

The term force majeure as employed herein shall mean acts of God, earthquake, war (declared/undeclared) revolts, riots, fires, floods, rebellions, explosions, hurricane, sabotage, civil commotions, and acts and regulations of respective Govt. of the two parties, namely the Company and the contractor.

Upon the occurrence of such cause(s) and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing immediately but later than 72

(Seventy two) hours of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of its claim.

Time for performance of the relative obligations suspended by the force majeure shall then extended by the period for which such cause lasts.

If deliveries is of bought out items and/or works to be executed by the contractor are suspended by force majeure conditions lasting more than 2 (Two) months, either party shall have the option.

**23. I.B. VERIFICATION REPORT AND SECURITY REVIEW:**

Contractor will be required to submit the verification report to ascertain character and antecedents from the Civil Administration towards the persons engaged under this contract to the Head of the user Department before engagement.

24. In case of any doubt or dispute as to the interpretation of any clause herein contained, the decision of the Company's Engineer shall be final and binding on the contractor.

**25. SET OFF CLAUSE:-**

"Any sum of money due and payable to the contractor (including Security Deposit refundable to them) under this or any other contract may be appropriated by Oil India Limited and set off against any claim of Oil India Limited (or such other person or persons contracting through Oil India Limited) for payment of a sum of money arising out of this contract or under any other contract made by the contractor with Oil India Limited (or such other person or persons contracting through Oil India Limited)."

**26.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENT:**

Bidders should note that the documents/information submitted by the bidder(s) against the tender are presumed to be genuine, authentic and true copy of the originals. However, in case at any stage of tendering process or during execution of the contract or after expiry of contract, if it is detected that bidder has submitted forged or fabricated documents or furnish false information towards fulfillment of any of the tender/contract conditions, Company shall immediately reject the bid of such bidder(s) or cancel/terminate the contract, as the case may be and forfeit Earnest Money Deposit (EMD) / Security Deposit (SD) submitted by the bidder. Besides, bidder shall be liable for debarment for a period of 03 years from the date of issuance of debarment notice.

**27.0 LIQUIDATED DAMAGES FOR DELAY IN MOBILISATION AND/ OR COMPLETION OF WORKS AND SERVICES**

In normal case of works /service contracts, liquidated damages will be applicable @ 0.5% of the first year contract value per week or part thereof, for delay in contract completion date subject to a maximum ceiling of 7.5% of first year contract value (including mobilization cost).

**28.0 SUBCONTRACTING:**

CONTRACTORS shall not subcontract or assign, in whole or in part, their obligations to perform under this contract, except with COMPANY'S prior written consent.

**29.0 MISCELLANEOUS PROVISIONS:**

Contractors shall conform in all respects with the provisions of any Statute, Ordinance of Law 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 OIL indemnified against all penalties and liability of every kind for breach of any such Statute, Ordinance or Law, regulation or byelaw.

**30.0 LIABILITY:**

30.1 Except as otherwise expressly provided, neither Company nor its servants, agents, nominees, Contractors, or sub-contractors shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss of or damage to the property of the Contractor and/or their Contractors or sub-contractors, irrespective of how such loss or damage is caused and even if caused by the negligence of Company and/or its servants, agent, nominees, assignees, contractors and sub-contractors. The Contractor shall protect,

defend, indemnify and hold harmless Company from and against such loss or damage and any suit, claim or expense resulting there from.

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

30.3 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 underwrites, servants, agents, nominees, assignees, Contractors and sub-contractors 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.

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

30.5 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.

30.6 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.

30.7 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.

30.8 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.

**31.0 CONSEQUENTIAL DAMAGE:**

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



**32.0 INDEMNITY AGREEMENT:**

32.1 Except as provided hereof CONTRACTORS 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 AUDITOR'S employees, agents, Contractors and subcontractors 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.

32.2 Except as provided hereof COMPANY agrees to protect, defend, indemnify and hold CONTRACTORS 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, Contractor and subcontractors 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.

**33.0 APPLICABLE LAW:**

33.1 This 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 at Dibrugarh in Assam.

33.2 The Bidders shall ensure full compliance of various Indian Laws and Statutory Regulations, to the extent applicable for performing under this Contract.

34.0 **TAXES:** Tax levied 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.

34.1 All Statutory taxes levied by the Central and State Government or any other competent authority from time to time shall be on COMPANY'S account. However, liability for payment of such Taxes shall lie on the CONTRACTOR.

35.0 **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 interpretation of existing law, which results in additional cost/reduction in cost to Contractor on account of the operation under the Contract, the Company/Contractor shall reimburse/pay Contractor / Company for such additional / reduced costs actually incurred.

IN WITNESS whereof the parties hereunto set their hands seals the day and year first written above:-

SIGNED & DELIVERED FOR AND  
ON BEHALF OF

-----  
(Signature of Contractor or his legal Attorney)

by the hand of

(Full Name of Signatory)

-----  
its Partner/Legal Attorney

-----  
(Seal of Contractor's Firm)

And in presence of

-----  
(Signature of witness)

-----  
Date : \_\_\_\_\_

-----  
(Full Name of Signatory)

Address:

-----  
-----  
-----

(Signature of Acceptor)

SIGNED & DELIVERED FOR & ON  
BEHALF OF OIL INDIA LIMITED

Designation \_\_\_\_\_

Date \_\_\_\_\_

**OIL INDIA LIMITED**  
(A Government of India Enterprise)  
Duliajan, Assam

**DESCRIPTION OF WORK/ SERVICE: HIRING OF SERVICES FOR OPERATION & MAINTENANCE OF OIL'S 1(ONE) NO. DRILLING RIG FOR A PERIOD OF 2 YEARS.**

**Part-II (SOQ) Schedule of Work, Unit and Quantity**

Item No.	Description of Services	UOM	Quantity
10	Mobilization charge for personnel and crane(M)	LUMPSUM	1
20	Operating rate per 24 hours of personnel(ODR1)	DAY	620
30	Inter-location move rate per move in case of cluster location(ILM0)	LUMPSUM	2
40	Inter-location move charge per rig move up to 30 Km(ILM1)	LUMPSUM	6
50	Kilometerage charge when the ILM is in excess of 30 Km(ILM)	KILOMETER	200
60	Operating charge for Crane(ODR2)	DAY	620
70	Charges for catering services per person (Breakfast + Lunch + Evening tea + Dinner) (CS)	NUMBER	3500

1. Bidder must include all liabilities including statutory liabilities but excluding Service Tax in their quoted rates. Service Tax, if applicable, shall be to the Company's account. However, Service Tax portion payable directly by the Service Provider (if applicable) shall be reimbursed to the Contractor on the basis of the documentary evidence.
2. Contractors are required to raise monthly Service Tax Invoices for reimbursement of Service Tax against the contract. In absence of Service Tax Invoices, Service Tax will not be reimbursed and the consequences of the same shall entirely rest upon the Contractor.
3. The rates shall be quoted per unit as specified in the "PRICE BIDDING FORMAT" attached under "Notes and Attachments" tab. Bidder should note that no pricing information is furnished in the "c-folder" (Un-priced Techno-Commercial Bid ) otherwise the bid will be rejected.
4. The rig will operate for 365 days in a year on 24 hrs. basis.
5. Bidders need not quote for charges for catering services and shall be Rs. 300.00 per day per person. However the total contract cost of the contract shall be inclusive of amount for catering charges.
6. Bidders shall have to submit price break-up of their quoted operating day rate for personnel as per the format provided (Proforma 1A) complying minimum statutory wage payment to different class of workers to be deployed by them under the contract. Offer without Price break-up and with un-realistic prices not conforming to the minimum-wage act rates shall be rejected outright.
7. Mobilisation Period: 45 (Forty Five) Days from issue of LOA.
8. Tenure of Agreement: 2(two) years from the commencement date.
9. The quantities mentioned above are for O&M of 01 no. Drilling Rig and are purely for evaluation purpose only. However, payment shall be made as per actuals.

**SECTION - I****SCOPE OF WORK  
TERMS OF REFERENCES / SERVICE REQUIREMENT**

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

**2.0 DEFINITION OF WORK:**

Under the contract the contractor shall have to provide Operation & Maintenance services for 1(one) / 02(Two) 1400 HP(Minimum) Drilling Rig/(s) (As applicable) to be provided by Company to carry out drilling operations of wells of depth range 2500 - 6000 m (approx) in the Company's oilfields in the Assam & North Eastern States under the Company's supervision for a period of 2(two) years.

**2.1** The contractor shall also be responsible for providing manpower services for all other associated work like rig up/rig down at present location including erection, operation and disassembling of mud plants, water supply, electricity, well site management, laboratory services wherever necessary and during inter-location movement to carry out preventive break down maintenance of rig equipment and utilities etc. which are required for carrying out the above drilling operation. However if situation arises Contractor shall have to provide service for 750 HP/1000hp/2000hp/3000 hp rig with same terms and conditions under this bid as advised by Company.

**3.0 PERSONNEL TO BE DEPLOYED BY CONTRACTOR:**

**3.1** The Contractor shall have to deploy their employees as per detailed list below for maintenance and operation of one Drilling rig as well as other activities as per scope of the contract. The deployment of crew with minimum Nos. and pattern as mentioned below shall be obligatory for the contractor from the time of spud to declare of rig down. However, Contractor shall be responsible for smooth operation of all the activities under the scope of the contract with deployment of minimum following crew:

**A. KEY PERSONNEL:**

Sl. No.	Key Personnel	Number on location per shift	Total Per day	Working Hours	Daytime shift	Night time Shift	Off	Allocated per Rig	Type of Work Person
1	Rig manager/Rig Superintendent / Area Manager	1(one)	1	On call 24 Hrs	1		1	2	Highly Skilled
2	Tool Pusher	1(one)	1	12 Hrs	1	-	1	2	N/A
3	Tour Pusher/Night Tool Pusher	1(one)	1	12 Hrs	-	1	1	2	N/A
4	HSE	1(one)	1	On call 24 Hrs	1		1	2	N/A
5	Driller	1(one)	2	12 Hrs.	1	1	2	4	N/A
6	Asstt. Driller	1(one)	2	12 Hrs	1	1	2	4	Highly Skilled
7	Derrick Man/Top man	2(two)	4	12 Hrs	2	2	4	8	Highly Skilled
8	Floormen/ Rigman	6(six)	12	12 Hrs	6	6	12	24	Skilled
9	Mechanical Engr.	1(one)	1	On call 24 Hrs	1		1	2	N/A
10	Mechanic-pump	1(one)	2	12 Hrs	1	1	2	4	Highly Skilled
11	Asst. Mechanic-pump	1(one)	2	12 Hrs	1	1	2	4	Skilled

12	Mechanic-ICE	1(one)	2	12 Hrs	1	1	2	4	Highly Skilled
13	Asst. Mechanic-ICE	1(one)	2	12 Hrs	1	1	2	4	Skilled
14	Electrical Engr.	1(one)	1	On call 24 Hrs	1		1	2	N/A
15	Rig Electrician	1(one)	2	12 Hrs	1	1	2	4	Highly Skilled
16	Asst. Rig Electrician	1(one)	2	12 Hrs	1	1	2	4	Skilled
17	Mud Engineer/Well site Chemist	1(one)	2	12 Hrs	1	1	2	4	N/A
18	Welder	1(one)	2	On call 24 Hrs	1		1	2	Skilled
19	Gas Logger cum sample washer	1(one)	2	12 Hrs.	1	1	2	4	Skilled
20	Medico (First aid trained dedicated professional)	1(one)	1	On call 24 Hrs	1		1	2	Skilled
TOTAL			45				45	88	

**B. UNSKILLED PERSONNEL:**

Sl. No.	Unskilled Personnel	Number on location per shift	Total Per day	Working Hours	Daytime shift	Night time Shift	Off	Allocated per Rig	Type of Work Person
1	Telephone Attendant	1(one)	2	12 Hrs	1	1	2	4	Un-Skilled
2	Chemical helpers	4(four)	8	12 Hrs	4	4	8	16	Un-Skilled
3	Helper for assorted jobs (camp management etc.)	3(four)	6	12 Hrs	3	3	6	12	Un-Skilled
TOTAL			16				16	32	

**IMPORTANT NOTE:**

(i) CONTRACTOR SHALL BE RESPONSIBLE FOR DEPLOYMENT OF HIS PERSONNEL FOR THE CONTRACT IN COMPLIANCE WITH GUIDELINES OF MINES ACT,1952 and all other Rules (Mines Rule,1955,MVTR1966) Regulation (OMR1984)circulars and notification hereunder or any revision of these time to time without any additional cost. CONTRACTOR SHALL NOT BE ALLOWED TO DEPLOY HIS PERSONNEL BEYOND EXCESS OF WORKING HOURS/DAYS AS PER STATUTORY GUIDELINE. Working hours under the contract shall be in accordance with the Gazette Notification No S.O.1658(E) dtd 30th june,2014

(ii) CONTRACTOR SHALL ENSURE THAT PAYMENT TO PERSONNEL UNDER THE CONTRACT OF DIFFERENT CATEGORY IS MADE IN COMPLIANCE WITH MINIMUM WAGE ACT OF GOVT. AS REVISED TIME TO TIME.

**3.2 DETAILED EXPERIENCE AND QUALIFICATION OF KEY PERSONNEL:****(A) Rig manager/Rig Superintendent:****(i) Qualification & relevant experience:**

**a)** BE/B Tech with 12 years experience in relevant field including 3 years as Rig manager/Rig Superintendent.

OR

- b)** B. Sc /Diploma in Engg. with 15 years experience including 5 years as Rig manager/Rig Superintendent.
- (ii)** Should be conversant of drilling activities with Diesel Electric rig and capable of giving instruction during down hole well problem.
- (iii)** Should have basic knowledge of repair and maintenance of Drilling Rig equipments like Draw works/Pumps etc.
- (iv)** Should be conversant with mud chemicals/maintenance of mud properties.
- (v)** Shall have valid IWCF (Supervisory level) certificate.
- (vi)** Should be able to negotiate and resolve local problems arising out of contract on behalf of contractor.
- (vii)** Should have knowledge of function various department of the Company and co-ordination skill to get thing done in time.

**(B) Tool-Pusher/Tour Pusher/Night Tool Pusher:**

- (i)** Qualification & relevant experience:  
**a)** BE/B Tech with 10 years experience including one year as Tool-Pusher/ Tour Pusher/Night Tool Pusher.  
OR  
**b)** B. Sc /Diploma in Engg. with 12 years experience including three/one year as Tool-Pusher/ Tour Pusher/Night Tool Pusher.  
OR  
**c)** HSLC/HS or equivalent with 15 years experience including five/one year as Tool-Pusher/ Tour Pusher/Night Tool Pusher.
- (ii)** Should be conversant of drilling operations/activities with Diesel Electric rig and capable of giving instruction during down hole well problem.
- (iii)** Should have basic knowledge of repair and maintenance of Drilling Rig equipments like Draw works/Pumps etc.
- (iv)** Should be conversant with mud chemicals/maintenance of mud properties.
- (v)** Shall have valid IWCF (Supervisory level) certificate.

**(C) Driller:**

- (i)** Qualification & relevant experience:
- a)** BE/B Tech with 5 years experience including 2 years as driller in drilling rig.
- OR**
- b)** B.Sc /Diploma in Engg. with 7 years experience including 3 years as driller in drilling rig.
- c)** HSLC/HS or equivalent with 10 years experience including five years as driller in drilling rig.
- (ii)** Should be conversant of drilling with Diesel Electric rig and handle brake.
- (iii)** Should have knowledge of repair and maintenance of Draw works/Pumps and trouble shooting.
- (iv)** Should be conversant with mud chemicals/maintenance of mud properties.
- (v)** Shall have valid IWCF (Driller level) certificate.

**(D) HSE Officer:**

- (i)** Qualification & relevant experience:
  - a)** Should be a graduate in science/ Diploma in fire safety / fire Engineering.  
OR
  - b)** Should have experience of working as HSE officer at least for 1(one) year in any E&P company or service provider to E&P companies.
- (ii)** Health, Safety & Environment experience includes implementation of HSE policies, Work Site Inspection & hazard Identification, Training of employees, Task risk Assessments, Permit To Work systems, pre job safety meeting, Accident, incident and Near Miss Investigation & analysis, Report making & Record Keeping, Selection of PPEs suitable for work activity & work environment, Work site Inspections & Audits, and Emergency Response Planning & Loss Control programs, taking precaution for pollution control and environmental management. Should have knowledge on ISO, ISRS etc.
- (iii)** Should be conversant with various sequence of operation in drilling rig.

- (iv) Should have fair idea of Mines Act'1952 & OMR. 1952 and all other Rules (Mines Rule, 1955, MVTR1966) Regulation (OMR1984) circulars and notification hereunder or any revision of these time to time.
- (v) Should have fair idea of use of PPE and other safety/pollution rules & measures pertaining to drilling operation.
- (vi) Should have fair idea of Environment Act'1986 and all other Rules, Regulation, circulars and notification hereunder or any revision of these time to time.

**(E) Mechanical Engineer:**

- (i) Qualification & relevant experience:
  - a) BE/B Tech in Mechanical Engineering with 3 years experience in drilling rig.  
OR
  - b) 3 years Diploma course in Mechanical discipline with 10 years experience in Drilling Rig
- (ii) Should be conversant in working in diesel electric rig. Should have fair knowledge of various operations of drilling and equipment/machinery used in a heavy duty drilling rig.

**(F) Mud Engineer/Well site Chemist:**

- (i) Qualification & relevant experience:
  - a) Chemical Engineer (BE/B.Tech) with 02 years of working experience in Drilling wells as Mud engineer/ Well site Chemist  
OR
  - b) M. Sc (Chemistry) with 02 years of working experience in Drilling wells as Mud engineer/ Well site Chemist  
OR
  - c) Science graduate with Chemistry with 04 years of working experience in Drilling wells as Mud engineer/ Well site Chemist.

**(G) Electrical Engineer:**

- (i) Qualification & relevant experience:
  - a) BE/B Tech in Electrical Engineering with 2 years experience in Drilling Rig as Electrical Engineer.. He must possess valid Electrical Supervisor's Certificate of competency (part I, II, III, IV & VIII) issued/recognized by state Electrical Licensing Board.  
OR
  - b) 3 years Diploma course in Electrical discipline with 8 years experience. He must possess valid Electrical Supervisor's Certificate of competency (part I, II, III, IV & VIII) issued/recognized by state Electrical Licensing Board.
- (ii) The Electrical Engineer shall have the experience of carrying out the jobs in his independent capacity in Diesel Electric drilling rig. The Electrical Engineer must be conversant with the AC/SCR control systems of drilling rigs like ROSSHILL, USA / HILLGRAHAM UK / PLC based control system.
- (iii) He should be capable of independently carrying out the fault finding analysis, rectification of fault, operation and maintenance of all the electrical equipments such as Gen-sets, motors, starters, FLP equipments, lighting circuitries of Diesel Electric Rig including air-conditioners.
- (iv) Should be able to read electrical circuits, communicate/detect and rectify faults.
- (v) He should have the knowledge on hazardous area classification and be guided by the statutory requirements and directives of DGMS, OISD, OMR, IE rules, BIS standards etc. in drilling mines.
- (vi) He should have knowledge/knowhow of all the electrical equipments used in AC/SCR rigs (Alternators, DC motors, Transformers, Air circuit breakers, different light-fittings, Star Delta/DOL Starters, cable glands etc.) and the use of all the electrical tools and instrument.

**(H) Assistant. Driller:**

- (i) Qualification & relevant experience:
  - a) B. Sc /Diploma in Engg. with 2 years experience in drilling rig including one year as Asst. Driller.

OR

**b)** HSLC/HS or equivalent with 4 year experience in drilling rig including 2 years as Asst. Driller.

OR

**c)** Read up to class VIII and 10 years experience of working in drilling rig including 3 year as Asst. Driller.

**(ii)** Should be conversant in working in Diesel Electric rig.

**(iii)** Should be capable to handle brake swiftly and accurately of Diesel Electric rig in all operation of the well

**(iv)** Should be conversant with Drawworks and Pump operation and maintenance.

**(I) Top Man:**

**(i)** Qualification & relevant experience: Read up to minimum class VIII and 5 years experience of working in drilling rig including 2 years as Top Man.

**(ii)** Should be capable of working at double/thrubble board in Diesel Electric rig

**(iii)** Should be able to read pump pressure and count pump strokes.

**(iv)** Conversant with all mud flow lines and solid control equipment.

**(J) Rig Man/Floor Man:**

**(i)** Qualification & relevant experience: Read up to at least up to class VIII and should have minimum 2 years experience of working in drilling rig.

**(ii)** Should be capable of working in derrick floor in Diesel Electric rig.

**(K) Mechanic ICE:**

**(i)** Qualification & relevant experience:

**a)** Diploma in Mech / Automobile Engg from any Recognized Institutions with 2 years of related oil field experience.

OR

**b)** ITI (01 year duration) in Diesel Mechanic/Fitter/Motor Mechanic trade from any State Gov. ITI or other Recognized Institutions with 3 years of related oil field experience

OR

**c)** HSLC/HS or equivalent with 5 years of related oil field experience.

**(ii)** Work Knowledge: Should have sufficient knowledge of operation/repair/ maintenance of rig and its components such as engines, air compressor etc.

**(L) Asst. Mechanic ICE:**

**(i)** Qualification & relevant experience:

**a)** Diploma in Mech / Automobile Engg from any Recognized Institutions with 1 year of related oil field experience.

OR

**b)** ITI (01 year duration) in Diesel Mechanic/Fitter/Motor Mechanic trade from any State Gov. ITI or other Recognized Institutions with 3 years of related oil field experience

OR

**c)** HSLC/HS or equivalent with 3 years of related oil field experience.

**(ii)** Work Knowledge: Should have sufficient knowledge of operation/repair/ maintenance of rig and its components such as engines, air compressor etc.

**(M) Mechanic Pump:**

**(i)** Qualification & relevant experience:

**a)** Diploma in Mech / Automobile Engg from any Recognized Institutions with 2 years of related oil field experience

OR

**b)** ITI (1 year) in Diesel Mechanic/Fitter/Motor Mechanic trade from any recognized institutions with 3 years of related oil field experience.

OR

**c)** HSLC/HS or equivalent with 5 years of related oil field experience.



(ii) Work Knowledge: Should have knowledge of operation/maintenance and servicing of centrifugal pumps, reciprocating pumps and solid control equipments.

**(N) Asst. Mechanic Pump:**

(i) Qualification & relevant experience:

a) Diploma in Mech / Automobile Engg from any Recognized Institutions with 1 years of related oil field experience

OR

b) ITI (1 year) in Diesel Mechanic/Fitter/Motor Mechanic trade from any recognized institutions with 3 years of related oil field experience.

OR

c) HSLC/HS or equivalent with 3 years of related oil field experience.

(ii) Work Knowledge: Should have knowledge of operation/maintenance and servicing of centrifugal pumps, reciprocating pumps and solid control equipments.

**(O) Rig Electrician:**

(i) Qualification & relevant experience:

a) 3 years full time government recognized Diploma course in Electrical discipline from any institute recognized by Govt. of India. 2(two) year's experience in the operation and maintenance of low/medium voltage electrical equipments such as Gen-sets, motors, starters, FLP equipments, lighting circuitries of a diesel electric drilling rig. The Rig Electrician should have the experience of carrying out the jobs in his independent capacity. He must possess valid electrical work man permit (part-I&II) issued/recognized by state Electrical Licensing Board.

OR

b) 2 years full time government recognized ITI (electrician) course from any institute recognized by Govt. of India. 3(three) years" experience in the operation and maintenance of low/medium voltage electrical equipments such as Gen-sets, motors, starters, FLP equipments, lighting circuitries of a diesel electric drilling rig. The Rig Electrician should have the experience of carrying out the jobs in his independent capacity. He must possess valid electrical work man permit (part-I&II) issued/recognized by state Electrical Licensing Board.

(ii) Should have knowledge on use of tools and instrument such as multimeter, insulation tester, earth resistance tester, clip-on-meter etc.

(iii) Should have the knowledge and capable of working on DOL / Star-delta starters, earth leakage relay, circuit breakers, change over switch, FLP equipments, FLP double compression glanding, cable terminations etc.

(iv) Should be able to read electrical circuits, communicate/detect and rectify faults.

(v) Should have knowledge on hazardous area classification and be guided by the statutory requirements and directives of DGMS, OISD, OMR, IE rules, BIS standards etc. in drilling mines.

(vi) Should have the knowledge of training on Fire Fighting, Mines Vocational Training.

**(P) Welder:**

(i) Qualification & relevant experience: Certificate of welding trade from any recognized institute of state (one-year course)

(ii) Should have adequate experience in working in drilling wells and must be conversant of wellhead & accessories.

**(Q) Heavy Crane Operator:**

(i) Qualification & relevant experience: Should possess license for driving heavy motor vehicle and 2 years experience of operating heavy crane.

(ii) Should be capable of operating heavy crane/pipe layer/road roller in drilling/workover wells.

**(R) Gas Logger:**

(i) Qualification & relevant experience: Should have passed minimum HSLC or equivalent examination and should have 1 year experience of working in drilling rig as Gas Logger.

- (ii) Should have knowledge of Operation of explosive meter to record gas reading.
  - (iii) Should have knowledge of Collecting and preserving bottoms up sample.
- (S) **Medico (First aid trained dedicated professional)**
- (i) Qualification: Must have minimum First aid basic training from recognised institution similar to that of Civil Defence institution, Nagpur. Personnel with B. pharm degree shall be given preference.
  - (ii) Experience: Shall have a minimum work experience of first aid/ medical assistance for 5 years in any hospital / rig site drilling camp or any other establishment. Personnel with B. Pharm certificate shall be required minimum (one) year experience.

**Note:**

\* The experiences & qualifications are not exhaustive; however company may reject or accept a person without assigning any reason.

\* Emphasis for selection shall be on the job performance & output. At Company's own discretion, may accept a person relatively under qualified & less experience based on his performance and output.

#### **4.0 JOB DESCRIPTION:**

##### **4.1 Rig manager/Rig Superintendent:**

Rig manager/Rig Superintendent shall be overall in-charge for the Operation & Maintenance of the Drilling Rig as advised by Company and shall be the co-coordinator from Contractor's side. He shall co-ordinate with Company or any other agency for any operational/administrative matter of the rig and well site. He shall be responsible for overall maintenance of the rig/well site in consultation with Company representative. Safety of man and equipment shall be his responsibility also ensure compliance of all safety rules/regulation in rig and maintain record keeping/documentation in this regard as instructed by company representative. He shall not allow any body at well site to work without proper PPE.

He shall be responsible for replacement of Contractor's personnel due to leave and sickness and shall arrange suitable replacement in reasonable time.

He shall amicably sort out all the problems arising out of employment of contractor personnel and any other local problem at well site without hampering progress. He shall keep touch with attendance of contractor personnel every day and arrange replacement at the earliest for any leave/sick etc. He shall collect drilling report regularly from well site and make time break up analysis to be submitted along with the monthly invoice. It will be his responsibility to submit DPR to company representative regularly and must ensure that complete submission of DPRs for the month from well site on the 1st day following month. He shall co-ordinate with concerned department for issuance and timely supply of consumables and spares as per requirement form well site. He shall also be the co-coordinator of Contractor and Company for matters related to the contract agreement and as such he shall well verge with the contract clauses.

##### **4.2 Tool Pusher/ Tour Pusher/Night Tool Pusher:**

Tool Pusher must possess leadership quality to motivate the team for excellent performance and output and responsible for 24 hours operation of the rig. He shall be the co-coordinators of contractor at well site, for acquiring consumables and spares as required for the rig, well in time, to avoid down time. He shall be the competent person from drilling to handle independently any down hole and well control problem and shall be responsible for maintenance and repair all the equipment related to the rig. All break down, well killing, down hole problems, critical operation and routine maintenance work shall be carried out under his direct supervision at the well site. Critical operations shall be identified by Company representative. He shall endorse DPRs to ensure proper time break up and correct entry of all the jobs carried out during the tour and shall hand over to Company representative in the preceding day.

He shall receive instruction from Company representative daily/shift basis and execute operation as per instruction and well policy or GTO.

He shall make schematic drawing layout of rig in consultation with Rig manager/Rig Superintendent for placement of rig equipment and accessories to avoid double shifting during ILM and plan schedule of transfer and placement for speedy and effective ILM.

Safety of man and equipment also shall be his responsibility also ensure compliance of all safety rules/regulation in rig and maintain record keeping/documentation in this regard as instructed by company representative. He shall not allow any body at well site to work without proper PPE.

He [shall have valid IWCF (Supervisory Level) certificate] must be able to detect/control well kick at right time and confident to kill the well independently.

To ensure use of proper personal protective equipment by workmen while at work shall be his responsibility. Consumption of alcoholic beverage at work place or working in inebriate condition and unruly behaviour with co-worker shall be strictly avoided.

#### **4.3 Driller:**

Driller shall be responsible for operation of the shift. Shall operate brake and handle Drawworks/pumps etc. during drilling/ round trips/lowering casings in and during any critical well operation where better control is required. Rig up/rig down of mast shall be carried out by him in presence of Tool pusher. He shall keep abreast himself with each and every operation happening around derrick floor and within the well site for issuing cold and hot work permit. He shall communicate regularly the happening at well site to Tool pusher and Company representative as instructed. He shall ensure periodic function test of BOP and detect early indication of well kick and take appropriate actions immediately to contain impending blow out. He shall carry out BOP drill/Tool box meeting regularly and Job safety analysis before start of any critical operation and proper record be maintained. DPR shall be written indicating time break up for each operation and regularly be sent to company through Tool pusher. Detailed tally of tubular and dimensional sketch of tools lowered in hole shall be done by him without fail. He shall receive instruction from Company representative daily/shift basis and ensure operation as per order and well policy or GTO. He shall identify all the size of tubular and API connections.

He [shall have valid IWCF (Driller Level) certificate] must be able to detect/control well kick at right time and confident to kill the well independently.

All down hole and surface problem in drilling operation shall be promptly detected and remedial measure be taken immediately as per best drilling practices.

The preventive maintenance of drilling equipment and other accessories of the rig shall be carried out as per check list provided by Company representative.

During ILM he shall carry out dismantling of all the equipments with other crew member as per procedure and it is necessary to place equipment of rig at specific place precisely during rig up, the rig lay out drawing shall be understood properly and placement be done without double handling.

Preserving clean/tidy environment of well site with better house keeping shall be driller's responsibility. Use of proper personal protective equipment while at work shall be mandatory for him.

He shall ensure that person working in the rig use proper personal protective equipment and debar those who disobey the rules. Consumption of alcoholic beverage at work place or working in inebriate condition and unruly behaviour with co-worker shall be strictly avoided.

#### **4.4 HSE Officer:**

Shall be solely responsible for all the safety related matters of the rig such as issue of PPE to all the personnel working in the rig and ensure make use of same by each and every body. He shall visit well site regularly to supervise and ensure compliance all safety regulation and rules.

Use of proper personal protective equipment while at work shall be mandatory for him. Consumption of alcoholic beverage at work place or working in inebriate condition and unruly behaviour with co-worker shall be strictly avoided.

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

Responsible for designating "Safe Briefing Area" and advising all personnel of the "current" safe briefing area

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

Responsible for designating location entrance and exit.

#### **4.5 Assistant Driller:**

Assistant Driller shall operate brake and handle Drawworks/pumps etc. for any operation of the rig as instructed by Driller. If the Driller is not in derrick floor and any abnormality in down hole or surface is noticed while operating brake, he must bring the same to notice of Driller immediately or may take remedial measure as deem fit without causing damage to hole and equipment. He shall ensure rig pumps are lined up correctly

before start of drilling and all solid control equipment are in working condition including repair/ maintenance of same. Shall check physically pump strokes and pressure regularly and record shall be maintained to detect wash out/plug nozzle etc. He may work in double board occasionally if necessary to relief assigned Top Man. He shall identify all the size of tubular and API connections. Use of proper personal protective equipment while at work shall be mandatory for him and must possess valid MVT certificate and knowledge of fire fighting at well site.

Consumption of alcoholic beverage at work place or working in inebriate condition and unruly behaviour with co-worker shall be strictly avoided.

#### **4.6 Top Man:**

Top Man shall work mainly in Thribble/double board of the rig for latching/unlatching elevator and racking of tubular during round trips and any other works need to be carried out at any height of the mast. He shall alert Driller for any imperfection noticed on mast for which he shall physically check the mast and crown every day. Greasing of crown and function test of top man escape device shall be his responsibility. Racking of tubular properly on the rack with the help of crane including cleaning/measuring/flushing with water and rejecting damaged joints shall be his responsibility. Rigging up of BOP/wellhead and tightening of same shall be done by him with the help of other crew. He shall be responsible to work at any height of the mast due to repair /inspection or regular work.

Consumption of alcoholic beverage at work place or working in inebriate condition and unruly behaviour with co-worker shall be strictly avoided.

Use of proper personal protective equipment while at work shall be mandatory for him and must possess valid MVT certificate knowledge of fire fighting at well site.

#### **4.7 Rig Man:**

Rig Man shall work mainly on derrick floor to help Driller/ Assistant driller during round trip and drilling by handling rig tongs and slip. Operation of winch and cathead for spinning and lifting equipment shall be his responsibility. Cleaning up derrick floor/ Drawworks and any associated equipment of the rig shall be carried by Rig Man.

Use of proper personal protective equipment while at work shall be mandatory for him and must possess valid MVT certificate knowledge of fire fighting at well site. Consumption of alcoholic beverage at work place or working in inebriate condition and unruly behaviour with co-worker shall be strictly avoided.

#### **4.8 Electrical Engineer:**

The Electrical Engineer must be available at site 24 hrs round the clock, look for healthiness of all the electrical equipments at site, carryout all the scheduled maintenance jobs & oversee the safety functions. He is responsible for all electrical jobs to be carried out during rig up, drilling operation and rig down and will supervise all electrical jobs carried out rig electrician. Electrical Engineer shall have to discharge the duties and responsibilities of a competent person (Electrical discipline) as specified by IE Rule, OMR, DGMS and OISD guide line.

Use of proper personal protective equipment while at work shall be mandatory for him and must possess valid MVT certificate knowledge of fire fighting at well site. Consumption of alcoholic beverage at work place or working in inebriate condition and unruly behaviour with co-worker shall be strictly avoided.

#### **4.9 Rig Electrician:**

Rig Electricians shall have to carryout shift duty (in 12 hrs shift) and shall have to attend and rectify electrical faults. He is responsible for proper house keeping of generator house, electrical ghoomties and PCRs etc. Rig electrician is responsible to check Abnormal heating of plugs/sockets/terminal box/junction box / MCC components etc., Abnormal vibration, overheating, and bearing noise of all rotating electrical machines, connection, testing & commissioning of new electrical equipments / additional electrical gadgets. During rig up time, he is responsible for erection of electric poles for fixing up of light fittings and to support overhead cables, burying of electrodes for earthing of PCRs, gen-sets, ghoomties, motors, light fittings, shades, mast etc., insulation resistance testing all the electrical equipments (e.g. Generators, Motors, Cables, transformers etc.) & recording, earth resistance testing & recording, insulation testing of all cables, motors, generators etc., powering up of DCPCR & ACPCR, commissioning of all the Electrical equipments including EC brake, installation & commissioning of new / additional electrical equipments / gadgets. During rig down time he is responsible disconnection of generators, motors, light fittings, dismantling of electrodes, electric poles, cables, earthing system etc., box up of cables, electrodes, small motors, light fittings etc. for safe transfer to the next location etc.

Use of proper personal protective equipment while at work shall be mandatory for him and must possess valid MVT certificate knowledge of fire fighting at well site. Consumption of alcoholic beverage at work place or working in inebriate condition and unruly behaviour with co-worker shall be strictly avoided.

**4.10 Mechanical Engineer:**

Mechanical Engineer shall check, start the engines, rig pumps, well killing pumps, well servicing pumps, generating sets, water pumps, bowser pumps, engines etc. and keep everything in a good operative condition. All laying of lines and hooking up operation for supply of water to the various distribution points will have to be done under his direct control. He shall monitor/supervise and ensure compliance of preventive and schedule maintenance of all the drilling equipment and engines as per check list provided by Company. He shall be responsible for troubleshooting & mitigate problem/breakdown arising out of different engines, pumps and other drilling equipment used in the rig except electrical component.

Use of proper personal protective equipment while at work shall be mandatory for him. Consumption of alcoholic beverage at work place or working in inebriate condition and unruly behaviour with co-worker shall be strictly avoided.

**4.11 Mechanic (ICE):**

Mechanic (ICE) shall be responsible for operation, preventive maintenance and repair of all engines connected to rig including Air Compressors, Mud Agitators, Welding Machine, Fire Pump etc. as per instruction of Company representative (Drilling #TS). Preventive maintenance shall be carried out as per check list provide by Company representative (Drilling #TS) and proper record shall be maintained. In addition to the above jobs, he will have to carryout minor maintenance jobs of Draw-works, EC Brake, BOP Control Unit, Solid Control equipment, Power Tong unit, Kill Pump etc. The incumbent should be conversant with Safe Operating Procedures and oilfield related Safety & Environmental practices.

He shall maintain record of running hours for periodic maintenance of engines and log sheets for engine performance monitoring. Use of proper personal protective equipment while at work shall be mandatory for him and must posses valid MVT certificate knowledge of fire fighting at well site. Consumption of alcoholic beverage at work place or working in inebriate condition and unruly behaviour with co-worker shall be strictly avoided.

**4.12 Assistant Mechanic (ICE):**

Assistant Mechanic (ICE) shall always be in touch with the Mechanic(ICE) and perform his day to day activities as assigned by Mechanic(ICE). Assistant Mechanic (ICE) shall be responsible for smooth operation of all the engines at well sites including Rig engines without any shut downs.

**4.13 Mechanic (Pump):**

Mechanic (Pump) shall be responsible for operation, maintenance and repair of all the reciprocating and centrifugal pumps connected to the rig including all the solid control equipment. Preventive maintenance shall be carried out as per check list provide by Company representative (Drilling #TS) and proper record shall be maintained. He shall also be responsible for O&M of Pulsation Dampener, Safety relief Valves, various HP/LP valves, pipe & fittings, etc. In addition to the above jobs, he will have to carry out minor maintenance jobs of Solid Control equipment, Choke Manifolds, BOP Control Unit etc. The incumbent should be conversant with Safe Operating Procedures and oilfield related Safety & Environmental practices.

He shall maintain record of running hours for periodic maintenance of pumps and log sheets for engine performance monitoring. Use of proper personal protective equipment while at work shall be mandatory for him and must posses valid MVT certificate knowledge of fire fighting at well site. Consumption of alcoholic beverage at work place or working in inebriate condition and unruly behaviour with co-worker shall be strictly avoided.

**4.14 Assistant Mechanic (Pump):**

Assistant Mechanic (Pump) shall always be in touch with the Mechanic(Pump) and perform his day to day activities as assigned by Mechanic(Pump). Assistant Mechanic (Pump) shall be responsible for smooth operation of all the pumps at well sites including Rig pumps without any shut downs.

**4.15 Mud Engineer:**

- I** To maintain mud parameters as per detailed mud policy.
- II** To test all required mud parameters as specified at least once per shift.

- III** To monitor at hourly interval the important parameters of drilling fluid viz density, M/T viscosity, and temperature of both in going and out coming mud keep records.
- IV** To measure important parameters of Reserves mud viz density, M/F viscosity twice in the shift.
- V** To monitor and ensure chemical treatment required for proper maintenance of mud parameters.
- VI** To monitor critically mud loss and / or mud gain, indication of gas cut many other unusual changes in the mud system during drilling / circulation and to corrective measures in consultation with Contractor's supervisor.
- VII** To maintain all adequate stock of mud volume (circulating + reserve) as required.
- VIII** To monitor and record hole fill up volume and displacement volume of drilling fluid during round trips and during running in of drilling string / casing.
- IX** To monitor and keep records of stock and consumption of mud/mud chemicals and indicate the requirements to their supervisor well in advance (2-3 days in advance) so that supervisor can inform the Company representative.
- X** To take circulation test and to calculate hydraulics during drilling operation and to report their supervisor to forward the same to Chief Chemist /Company's representative.
- XI** In case of stuck pipe, to prepare and spot spotting fluid/OBM etc. as required. In case of loss circulation to prepare and spot LCM pill etc. as required.
- XII** To prepare pre flush formulations and gauging water for well cementation as required.
- XIII** To measure and record cement slurry weight and viscosity during cementation.
- XIV** To carry out any other mud/cement related jobs as required.
- XV** To prepare a shift report.
- XVI** All Mud Engineer's report should be submitted to Contractor's Supervisor who in turn shall keep the Company representative aware.

**4.16 Gas Logger:**

Gas Logger shall collect representative bottoms-up samples of drill cuttings from the mud nullah as specified in the drilling program. Rate of penetration and mud weight shall be recorded by him at specified intervals. It shall be his responsibility to record gas reading by using gas meter at specified intervals and also during circulation. He shall keep record of connection time, circulation time, shut down time, round tripping time and establishing circulation time etc. Cleaning mud nullah regularly to get correct representative samples and cleaning/washing for examination under microscope, fluoroscope and any other survey shall be his responsibility. He shall ensure proper storing/packing and dispatching of drill cuttings as per instruction. Use of proper personal protective equipment while at work shall be mandatory for him and must possess valid MVT certificate including trade certificate knowledge of fire fighting at well site. Consumption of alcoholic beverage at work place or working in inebriate condition and unruly behaviour with co-worker shall be strictly avoided.

**4.17 Welder:**

Welder shall carryout all the routine welding jobs arising out of well operation as well as for break down of any equipment as per instruction of Driller or his deputy. He must be capable of welding well head and accessories which requires job specific experience and practice. The welding jobs carried out by him shall be of better quality to withstand high pressure. It shall be necessary for him to work up in the mast sometime for repair work. Use of proper personal protective equipment while at work shall be mandatory for him and must possess valid MVT certificate including trade certificate knowledge of fire fighting at well site. Consumption of alcoholic beverage at work place or working in inebriate condition and unruly behaviour with co-worker shall be strictly avoided.

**4.18 Crane Operator:**

Crane Operator shall carry out all loading unloading of equipment and material as per instruction of Driller or his deputy during Drilling operations and also during Inter Location Movement(ILM). He shall have fair knowledge of rig operation and shall be able to place and align equipment/machinery/material even where higher degree of control and accuracy is required. He shall always be mindful for safety of man and material while working. Use of proper personal protective equipment while at work shall be mandatory for him and must possess valid MVT certificate including trade certificate knowledge of fire fighting at well site. Consumption of alcoholic beverage at work place or working in inebriate condition and unruly behaviour with co-worker shall be strictly avoided.

**4.19 Telephone Attendant cum Office Boy:**

Telephone Attendant cum Office Boy shall recognize each key personnel working in the rig by designation & name to call them from work to attend telephone. He shall have fair idea about various operation and terminology used in drilling to understand callers viewpoint while attending telephone call. He shall work as Office Boy in company's representative office during his visit to well site.

Use of proper personal protective equipment while at work shall be mandatory for him. Consumption of alcoholic beverage at work place or working in inebriate condition and unruly behaviour with co-worker shall be strictly avoided.

**4.20 Other Unskilled personnel:**

Unskilled helper shall assist key personnel (Mud Attendant, Mechanic Pump/ICE, and Electrician) as per assignment fixed by Tool Pusher/Driller on day to day requirement basis. Generally, four numbers of helper shall be engaged per shift as aid for Mud Engineer and rest four numbers in general shift as aid to Mechanics and plinth maintenance etc.

Use of proper personal protective equipment while at work shall be mandatory for him. Consumption of alcoholic beverage at work place or working in inebriate condition and unruly behaviour with co-worker shall be strictly avoided.

**NOTE:** The Contractor will not engage any employee of the company who has resigned from the service of the company for at least two years earlier from the date of such engagement except with the express approval of company Management (competent authority).

**5.0 DETAILS OF SERVICE REQUIREMENT:**

**5.1** The services which the Contractor shall have to provide during the contract period are given in Annexure-I.

**5.2 THE DETAILS OF JOBS BUT NOT LIMITED TO ARE AS FOLLOWS:**

- I** Drilling of holes of various sizes ranging from 36" to 4.5/8"
- II** Reaming/hole probing, hole opening and conditioning.
- III** Running in of various sizes of casings from 30" OD to 4.1/2" OD
- IV** Round Tripping with drilling equipment and tools.
- V** Well head completion for different stages of drilling.
- VI** Circulating and conditioning mud
- VII** Testing of wellhead hook up at various stages of drilling
- VIII** Drill stem testing and any other special operation
- IX** Drilling deviated hole as per instruction of deviation engineer of the Company.
- X** Working on stuck pipe and backing off drill pipes or drill collar
- XI** Running in of Rotovert, packers and production tools, tubing etc, as and when necessary.
- XII** Cutting or slipping casing line at intervals as per normal policy.
- XIII** Operate BOP and choke manifold etc. for controlling the well during well kick and kill the well satisfactorily.
- XIV** Servicing and minor repair of rig and its components.
- XV** To perform fishing jobs by using various fishing tools and equipment.
- XVI** Swabbing and rigging up production equipment.
- XVII** Coring by using various sizes and types of coring bits and core barrels.
- XVIII** Picking up, breaking and laying down tubular, collars, reamers, stabilizers etc.
- XIX** Changing bit and other drilling tools
- XX** Drilling/cleaning out cement, collar, shoe etc.
- XXI** Power tong operation for all sizes casing running in
- XXII** Production testing of well as per the Company's requirement.
- XXIII** Any other operating pertaining to oilfield operation including but not limited to isolation repair, casing patch, milling, hermetical testing etc, but not mentioned in this Contract, will have to be carried out by the Contractor as per the advice of the Company's representative.

**5.3** The Contractor shall also carry out all operations including but not limited to the following:

- i)** To measure in going and out coming Sp. Gravity of the well fluid and to keep record of the same. The Sp. Gravity of the well fluid must be maintained as per the well policy. Loading,

conditioning of well fluid have to be carried out by the contractor at site under the supervision and guideline of the company's authorized representative as and when required.

ii) The Contractor has to provide round the clock services for gas logging and sample washing as required for drilling wells.

**5.4 ASSOCIATED SERVICES:** Following associated services shall have to be performed by contractor under scope of work of the contract:

**5.4.1 INTER LOCATION MOVEMENT (ILM):**

Contractor shall have to complete Inter Location Movement(ILM) activities from one location to the forward location as advised by Company with his own fleet and man-power. Contract rate for ILM shall be payable with the following conditions:

- (i) ILM for a distance of 30 (thirty) km shall have to be completed within 15(fifteen) days. For excess kilometerage, the time allowed shall be in proportions of 1 (one) day for each 30 km or part thereof.
- (ii) ILM in cluster location shall have to be completed within 10(ten) days.
- (iii) The time for inter-location movement suspended by force majeure, shall be extended by the period for which the Force majeure conditions last. No day rate of crew will be payable for extended period due to force majeure conditions.
- (iv) No other rate shall be payable during ILM other than the ILM rate.
- (v) The ILM charge shall be discounted by 5% of total cost for ILM for each day's delay beyond the stipulated days, payable for that particular rig movement.
- (vi) Cranes, trailers truck etc. required for the ILM shall have to be arranged by contractor charges of which is included in the ILM charge. However the crane deployed by the contractor for day to day rig operation, may be utilized during ILM.
- (vi) Safe handling of rig equipments during ILM shall be the responsibility of Contractor. Cost of damage of the rig equipments due to negligence of Contractor like mishandling, if established, shall be recovered from the contractor.
- (vii) During Inter-location Movement, any left out consumables including but not limited to, well head, casing, tubing or any kind of tubular, bits, chemicals, barytes, bentonite etc. should be collected, loaded, unloaded, stored, handled, transported between locations by the Contractor or as directed by OIL.

**5.4.2 Crane service:**

Contractor shall have to provide 1(one) no. of Diesel Hydraulic, Truck mounted, Telescoping Boom mobile crane of 40 Tonne minimum capacity at well site with operator and helper for day to day rig operations.

Mobilisation of the crane shall have to be done along with personnel within 45(forty five) days from the date of issue of LOA. Payment for the crane shall be made as per contract rate with following conditions:

- (i) Operating day rate for the crane shall be payable from the date and time of completion of mobilization of the crane till Rig release. No any payment including day rate shall be payable for the crane during ILM.
- (ii) Zero rate of the crane shall be payable for shut down period of the crane as certified by Company. If rig operation remains shut down due to non-availability of the crane, zero rate shall be payable for the day rate of crew(man-power) as well as for crane. If Company decides to continue operation without the service of Contractor's crane, 80% of day rate for crew shall be payable. However, no payment shall be made during shut down period for the crane.

**6.0 EQUIPMENT & SERVICES TO BE FURNISHED BY THE COMPANY TO THE CONTRACTOR FOR EXECUTION OF THE CONTRACT:**

**6.1 Tools & Equipment:** The drilling rig, equipment, tools, materials, ancillaries & instrument and other services shall be provided by the Company at the location, the details of which are given below:

- i) The drilling unit deployed by the Company hereunder shall be fully equipped and capable of drilling and completing the wells in the locations specified by the company. The drilling unit and all other equipment, materials to be provided by the Company will be under the terms of this Contract. The



Contractor shall maintain the drilling unit, equipment and all the accessories supplied to them by the Company in a good operating condition. The drilling rig will be diesel electrical AC/SCR or VFD type with any of the following AC/SCR system:

- a) **Hillgraham UK**
- b) **General Electric USA**
- c) **CED Control system**

Having completed with mast & substructure, pumps, engines, tanks, solid control system and other ancillaries to make a complete rig package.

- ii) Blowout preventer with other well control accessories and necessary fittings including shut-in valve.
- iii) Choke and kill line with necessary manifolds.
- iv) Fishing tools/milling tools as and when required.
- v) Drilling string, drill collars, casing pipes, rotary substitute.
- vi) Tubing, pup joints
- vii) Casing line / sand line.
- viii) Handling gears for different types & sizes of tubular; links, travelling block, hook, hydraulic power tubing tongs.
- ix) Logging unit and tools at the time of logging.
- x) Wireless/Telephone (OIL) between rig and the Company's office
- xi) Adequate generator for rig and rig site. This will be fully equipped for electrification complete with lighting & fittings.
- xii) Water pumps, water storage tanks and lines and necessary connections for supply of water at rig.
- xiii) Mud storage tank, salt solution/storage tank with necessary lines and connection.
- xiv) Necessary extra lines and fittings as may be required depending upon well sites.
- xv) Well servicing pump with necessary connections and fittings.
- xvi) Company will provide well site office for both contractor's use and also OIL's representative.
- xvii) Company will provide bunk house for well site camp for OIL representative. If required,
- xviii) Company will provide three Non-air conditioned bunk houses for their three key personnel viz tool pusher, Mech, Engineer, Electrical engineer & Drillers, Mud Engineer etc. responsible for 24 (Twenty-four) hours operations.
- xix) Company will provide Deviation Engineers' cabin at well site if well is of deviated nature.
- xx) Company will provide laboratory for testing of drilling, completion fluid at side. However, air, water, electricity connections for the laboratory and all testing equipment for drilling fluid have to be provided by the Contractor.
- xxi) The Contractor will be provided with the following mud testing equipment once during the contractual period depending on operational requirement and it will be the sole responsibility of the Contractor to maintain those in working condition during the contractual period and return the same in working condition on completion of contract. Any damage to such equipment, replacement cost will be recovered from the Contractor.
- xxii) High pressure well killing pump, hoppers etc. will be provided by Company and hooking up to be done at well site by Contractor.
- xxiii) Power tongs & hydraulic unit with accessories
- xxiv) Fire trailer with accessories
- xxv) Mud Engineer's equipment:

<u>Sl. No.</u>	<u>Equipment</u>	<u>Quantity</u>
1	Baroid Balance	2
2	March Funnel Viscometer	2
3	Hamilton-Beach Mixer/any standard high speed stirrer	1
4	PH Meter	1
5	Fann Viscometer	1
6	Mud Retort	1
7	API Fluid Loss Apparatus	1
8	Glass Wares (viz Beaker, pipette Burette etc.)	As per requirement

**6.2 Consumables:** All equipments, tools and consumables, pertaining to rig operation except during ILM, shall be issued by Company. However, contractor shall maintain proper record of such items received from the

company and shall return unused items to designated place as directed. Contractor shall give requisition for day to day requirement in the prescribed format. The requisition for materials should reach concerned office latest by 8:00 AM and materials should be collected as per instruction of Company representative from the designated place. Following are the list of consumables that Company shall provide for drilling and other operation under the contract:

- i) Fuel for drilling rig and operating Crane, spare parts for pump and generating set engines, water pump engines.
- ii) Indigenous grades of Hydraulic oil, lube oil, cleaning oil, grease etc, jute & tong dies.
- iii) Wipers for tubular.
- iv) Rubber drill pipe protector and thread dope.
- v) Drill bits.
- vi) Cement and drilling fluid chemicals.
- vii) Workover fluid, packer fluid, including chemical additives, acids for stimulation and cement for isolation repairs.
- viii) BOP maintenance spares for on-site operation.
- ix) All spares & consumable required for normal operations or needed for the maintenance of the company's equipment.
- x) Provision of water source at well site.
- xi) Down hole permanent equipment such as packers, bridge plug, G/L equipment and bottom hole heater, rod and submersible pump etc. will be supplied by the company.
- xii) All well tubular & consumables as may be required and necessary.

### **6.3 SERVICES TO BE PROVIDED BY COMPANY:**

- i) Transportation of the Company's equipment and consumables to well site from Duliagan, which are not possible to transfer by light truck to be provided by Contractor and not considered as daily consumable viz. casings, well heads, tubing etc.
- ii) LDO, LWC in tanker, cement and all mud chemicals in truck load shall be transferred by Company.
- iii) Transportation of company personnel.
- iv) Provision of crew's hut, drilling office at well site as per Company's standard.
- v) Wellsite preparation as per standard practice of OIL.
- vi) Wellsite plinth maintenance
- vii) Cementing and testing services, mud policy with mud engineering, guideline and time to time supervision on mud engineering.
- viii) Laboratory facility with testing equipment as will be required and judged by the company for drilling fluid testing at site viz measurement of mud weight, viscosity etc. if required.
- ix) Services of Oil Field Truck during Rig up & Rid down of the Mast
- x) Well logging services
- xi) Medical facilities in the company's hospital on PAYMENT basis.
- xii) The security in house or CISF shall be provided by the Company at work site at its cost. However, the Contractor will also have to exercise adequate care as custodian of Company's equipment, materials etc.

### **6.4 EQUIPMENT TO BE PROVIDED BY CONTRACTOR:**

- i) A computer with Laser Printer and stationary related to computer & Printer
- ii) Internet connection(dungle) which will be in addition to OIL's internet facilities
- iii) Explosive meter with DGMS approval. However Calibration of the meter can be done at company's facilities

### **7.0 DETAILS OF MINOR REPAIR TO BE CARRIED OUT BY CONTRACTOR:**

- i) Adjustment of friction brakes, day to day maintenance of Rig equipments, periodic maintenance of engines, pumps, air compressor, High pressure valves etc.
- ii) Identify & repair any air supply anomalies or any other fault to Drawworks and Clutches etc, repair/replace/adjust and tightening of various chains, guards and bolts.
- iii) Identify fault and repair of rig ancillaries such as engines, pumps, generator etc.
- iv) The term minor repair shall be construed as break down repair that can be taken up by contractor independently or in supervision of company's personnel at well site. However, Company's

representative as per his conscience & experience shall decide minor or major repair and contractor shall abide by his decision.

v) During major maintenance, Contractor shall have to extend necessary help by providing sufficient man power to carry out major maintenance under the supervision of company's personnel, without effecting rig operations.

#### **8.0 WATER MANAGEMENT:**

i) Contractor shall take care for strict control for use of water because wastage of water, increases discharge of water to effluent pit may aggravate pollution problem.

ii) Any leak through valves, glands, pipe joints, hoses etc. shall be contained immediately by the contractor to avoid spillage.

iii) Contractor shall ensure all unavoidable discharges directed to effluent pit through channel.

iv) Effluent pit line shall be laid up to the near the Gate of well plinth by company. However, connecting to well site pump with the pit line and pumping to nearest dry pit shall be contractor's responsibility. Company's representative shall be informed immediately about leak on the said line during pumping out effluent.

#### **9.0 EFFLUENT/POLLUTION CONTROL MEASURE:**

i) Contractor shall ensure and check regularly for any leakage/seepage/overflow of effluent from the pit to surrounding public properties.

ii) Notice of any imminent breach of effluent bund and wall shall be informed by Contractor to Company Representative well in time to take corrective measures.

iii) Utmost care shall be taken by Contractor not to spill any lubricant/chemical/HSD/LWC etc. used in drilling and any spillage shall be collected from plinth or effluent pit to dispose at designated place as per instruction of Company's representative.

iv) Spillage of effluents to nearby public properties and attributes to be due to contractor personnel's negligence, the dispute and compensation on this effect to affected people shall be on contractors account. However, if damages caused are not due to contractor personnel's negligence, the entire responsibility shall be on company.

v) Sound pollution arising out of engines/other equipment used in the rig and any compensation on this effect to affected people shall be Company's responsibility. However, contractor personnel shall try their best to minimize such pollution with the resource available on hand.

#### **10.0 CIVIL WORK & SOURCE WATER TUBEWELL:**

i) Company shall prepare plinth and foundation as per design and drawing of the company.

ii) Company shall continue maintenance of plinth throughout the operation of the well and make necessary drains/ lines to evacuate water/mud to effluent pit.

iii) Sinking of tube wells (both deep and shallow) shall be Company's responsibility. However, selection of deep tube well point in well plinth shall be Contractor's responsibility.

iv) Fixing and grouting of false conductor, pump delivery and manifold support etc. shall be Company's responsibility with Company's material. Contractor needs to extend necessary help.

v) Erection of shades over Mud pump/ Desander tank /Chemical hopper and barites rack/ PCR etc shall be Company's responsibility with Company's material.

vi) Erection of security fencing and hut/telephone hut shall be Company's responsibility with Company's material.

vii) Company shall make two toilets for Officers & Work Persons at well site for the use Company's & Contractor's personnel. Cleanliness of the toilets shall be to Contractor's responsibility.

viii) Evacuation and disposal of cuttings from retainer pit and all maintenance work in the plinth shall be Company's responsibility. However, Contractor's personnel may be engaged by Company, if felt necessary, without affecting day to day rig operations.

#### **11.0 TRANSPORTATION OF MEN & MATERIAL AND WELLSITE STANDBY VEHICLE:**

i) Contractor shall collect daily consumables from the company's designated places and transport these to well site by their own transport but limited to capacity of light truck only. Also collect all unused consumables and equipment/tools from well site and hand over same at company's designated places.

ii) All tubular such as casings, tubing, cement, mud chemicals, HSD & LWC and any other equipment/material that Company representative decides to transfer for well operations shall be

Company's responsibility. However, contractor shall extend all possible help like providing crane services etc.

iii) During inter-location movement Contractor shall provide reasonable number of oil field trucks, trailers, cranes etc. including manpower for movement of equipment and materials. Contractor personnel shall plan the sequence of transfer with the consultation of Company representative for effective and speedy rig movement.

iv) Company shall transport their crew by their own vehicle but Contractor shall transport their crew by their own means for to and fro to well site/ any other place.

v) Contractor shall provide a well site ambulance fully equipped with oxygen cylinder, stretcher, splinter, first aid box etc to transfer injured personnel for any emergency / accident during operation time.

**12.0 FIRST AID & MEDICAL FACILITIES:**

i) Suitable First aid medical service shall be provided by Contractor at well site. The Contractor shall make available at all times during entire contractual period sufficient quantity of first aid equipment & medicine to meet any emergency.

ii) Medical Facilities: The Contractor shall arrange for first aid and medical emergency facilities & equipment including an ambulance on 24 hours basis at Contractor's cost.

**13.0 SECURITY:**

Company shall arrange security in all drilling/rig down & rig up wells for Company's materials & equipment. FIR shall be lodged by contractor for any theft from well site or untoward incident at well site and copy of FIR shall be submitted to Company's Representative. Cost of lost materials will be on Contractor's account if FIR is not lodged.

**-END OF SECTION-I-**

**SECTION - II****SPECIAL CONDITIONS OF CONTRACT****1.0 DEFINITIONS:**

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

- a)** The "Contract" means agreement entered into between company and contractor, as recorded in the contract document signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- b)** The "Contract price" means the price payable to contractor under the contract for the full and proper performances of its contractual obligations.
- c)** "The work" means each and every activity required for the successful performance of the services described in Section IV of the tender document and under guideline of Section " III as set out hereof.
- d)** "Company" means Oil India Limited (OIL) and its executors, successors, administrators and assignees.
- e)** "Contractor" means the individual or firm or body incorporated performing the work under the contract.
- f)** "Commencement Date" means the date in which the first well/drilling rig under this contract taken charge of by the Contractor (applicable in case of delay in mobilization only, otherwise as per Clause 1.1).
- g)** "Site" means the location (s) where the services are to be carried out, duly approved by the company for the purpose of the contract together with any other places designated in the contract as forming part of the site.
- h)** "Contractor's Representative" means such person or persons duly appointed by the Contractor thereof at site to act on contractor's behalf and notified in writing to the company.
- i)** "Day" means a calendar day of twenty four consecutive hours beginning at 06.00 hrs and ending at 06.00 hrs on the next day.
- j)** "Approval" as it relates to company, means written approval.
- k)** "Facility" means and includes all property of company owned or hired, to be made available for services under this contract described in section IV which is or will be a part of the company.
- l)** "Company's Base" means Duliajan/or subsequently changed place from where the equipment, spares, consumables etc. will be supplied/transported to the well site (location).
- m)** "Certificate of completion" means certificate issued by the company to the contractor stating that he has successfully completed the works/jobs assigned to him and submitted all necessary reports as required by company.
- n)** "Mobilization" means the deployment of specified personnel and crane as per Company's requirement under this contract for drilling operations. Payment for mobilization will be made to the Contractor upon commencement of operation at the first well assigned to the Contractor.
- o)** "Base camp" means the camp / hired accommodation where the Contractor's personnel shall reside for carrying out the operations. OIL shall not assume any responsibility towards selection of land, operation, maintenance etc. of camp/Accommodation.
- p)** "Rig up" means, receiving of materials in new location and unloading of the same, placement / alignment of all tanks. Power packs, PCRs and all pumps & their hooking up, substructures, fixing and rigging up of mast after complete assembling. Rig up Company's sub-structure, mast at the present location and to make the rig ready for spud in the well after drilling mouse hole & rat-hole.
- q)** "Spud" means starting of drilling after completion of rig up in a particular location.
- r)** "Rig down" means (after completion of drilling in a present location and immediately after declaration for rig down on completion of reeving of mast bull line with equalizer pulley) rig down of Mast, all Pumps, Tanks, all lines, Power packs, PCRs including disassembling of Mast & Sub-structure, and make ready to move to next location along with all other fittings, tubular and accessories. The loading of Rig Package on transport fleet provided by the company.
- s)** "Utility services" means services to be rendered in case camp is set up by Company (OIL) for drilling Exploratory/Semi-exploratory wells at remote locations. The contractor shall provide the services of all kind as described in scope of work.

- t) "Break down maintenance" is defined as the repairing of any rig equipment or ancillaries for which operation is shut down and repairing of same can be attended at site.
- u) "Preventive Maintenance" is defined as the lubrication and routine check-up jobs for rig equipment & ancillaries.
- v) "BOP" is blow out preventer used for well control and shut the well in case of emergency.
- w) "PPE" is the personnel protective equipment required to use by each person while working in oil mines.
- x) "ILM" time is the time from declaring rig down in a particular well to spud of the next well.
- y) "IWCF" is International well control forum and their certificate is essential to work in oil & gas well.
- z) "NCTU" is nitrogen coil tubing unit
- aa) "NPU" is nitrogen pumping unit
- bb) "BHP" is bottom hole pressure

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

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

**2.2 MOBILISATION TIME:** Contractor shall have to mobilize their personnel (complete crew) along with 40MT(Minimum) crane at the first designated well site within 45(forty five) days from the date of issue of LOA. Contractor shall be intimated about the location of well after the issuance of LOA. The mobilization charge of crew and crane shall be payable when all the contractor's personnel along with crane are mobilized at operating site, duly certified by the Company's representative.

**2.3 DATE OF COMMENCEMENT OF CONTRACT:** The date on which the mobilization is completed in all respects shall be treated as date of Commencement of Contract.

**2.4 DURATION OF CONTRACT:** The contract shall be for a period of 2(two) years from the commencement date. The terms and conditions shall continue until the completion/ abandonment of the last well being drilled at the time of the end of the Contract.

**2.5 AREA OF OPERATION:** The area of the operation as planned is in Upper Assam, and mostly in the districts of Dibrugarh, Tinsukia and Sibsagar. The rig may also be moved to any other North Eastern States as per OIL's operation programme.

## **3.0 LIQUIDATED DAMAGES FOR DEFAULT IN TIMELY MOBILISATION:**

**3.1** Time is the essence of this Contract. In the event of the Contractor's default in timely mobilization for commencement of operations within the stipulated period, the Contractor shall be liable to pay liquidated damages @ 0.5% of 1st year contract value including mobilization cost (crew and crane), per week or part thereof of delay subject to maximum of 7.5%. Liquidated Damages will be reckoned from the date after expiry of the scheduled mobilisation period till the date of commencement of Contract as defined in Clause No. 2.2 above.

**3.2** If the Contractor fails to mobilise within 15 weeks after the stipulated date, then the Company reserves the right to cancel the Contract without any compensation whatsoever.

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

**4.0 PERFORMANCE SECURITY:** The Contractor has furnished to Company a Bank Guarantee No. \_\_\_\_\_ dated \_\_\_\_\_ issued by \_\_\_\_\_ for \_\_\_\_\_ (being 7.5 % of estimated Contract Price for 1st year) valid till \_\_\_\_\_ towards performance security.  
***(Not to be filled up by bidder while submitting the offer in c-Folder. This figure will be filled up by OIL at the***

**time of award of the contract to the successful bidder.)** The performance security shall be payable to Company as compensation for any loss resulting from Contractor's failure to fulfill their obligations under the Contract. In the event of extension of the Contract period, the validity of the bank guarantee shall be suitably extended by the Contractor. The bank guarantee will be discharged by Company not later than 30 days following its expiry.

## 5.0 **OTHER CONDITIONS OF CONTRACT:**

### 5.1 **CREW DEPLOYMENT PATTERN AND WORKING HOURS:**

Contractor shall engage crew as defined in Scope of work of the contract. The working hours for the rig operation shall be round the clock and in two 12(twelve) hourly shift. Necessary approval for 12 hours shift, if required, shall be obtained by the Contractor from DDMS, Digboi before start of operation.

**5.2** Contractor shall issue PPE and coverall to the drilling regularly to contractor's personnel and a register shall be maintained at well site with endorsement by employee and indicating date of issue/ replacement etc.

(i) The Minimum PPE schedule to be followed for the personnel employed under the contract but excluding the unskilled and additional manpower as follows

SI No	PPE	Quantity per person	Periodicity
1	Safety Helmet (DGMS approved)	01 No	03 Year
2	Rain Coat	01 No	03 year
3	Windcheater	01 No	03 year
4	Safety Boot	02 Pair	01 year
5	Overall	02 (One half sleeve & one full sleeve)	01 year
6	Ladder hand gloves	01 pair at time	As and when required
7	Other PPE	As required	As and when required

(ii) However when a PPE is damaged during its legitimate use, it shall be immediately replaced free of cost by the contractor.

(iii) The above is the minimum requirement, however depending upon the risk, suitable protective equipment including respiratory protective equipment, eye protectors, ear protection gloves and aprons.

(iv) Contractor shall at all times maintain a sufficient stock of PPE in order to ensure immediate supply as and when need for the same arises.

(v) For unskilled and additional manpower PPE schedule to be followed -

SI No	PPE	Quantity per person	Periodicity
1	Safety Helmet(DGMS approved)	01 No	03 Year
2	Rain Coat	01 No	03 year
3	Windcheater	01 No	03 year
4	Safety Boot	01 Pair	01 year
5	Overall	01 (One half sleeve/one full sleeve)	01 year
6	Ladder hand gloves	01 pair at time	As and when required
7	Other PPE	As required	As and when required

### 5.3 **SAFETY REGULATIONS & LABOUR LAWS:**

Contractor shall observe such safety regulations in accordance with acceptable oilfield practice and applicable Indian Laws. Contractor shall take all measures reasonably necessary to provide safe working conditions and shall exercise due care and caution in preventing fire, explosion and blow out, and maintain fire and well control equipment in sound condition at all times. Contractor shall conduct such safety drills; BOP tests etc. as may be required at prescribe intervals.

**5.3.1** The designated key person shall work as competent person on behalf of Installation Manager (Company representative) and shall be responsible for compliance of all safety rules and practices. Contractor shall maintain all records pertaining to safety regulation as per instruction of Company and shall update regularly for inspection by Mines authority time to time at well site.

**6.0 GENERAL OBLIGATIONS OF CONTRACTOR:**

**6.1** The Contractor shall have to bear the responsibility for their employment matters and any problem in this regard inclusive of employment of local people and other issues pertaining to the Contractor's operations with Oil India Limited (OIL). In case there is any disruption of work at the well site under such conditions, as stated above, the Contractor will be paid at 'Zero' rate for first 24 ( twenty four ) hours of affected period beyond which penalty will be levied at proportionate operating day rate in addition to zero rate.

**6.2** The Contractor shall also have to comply with all types of labour wages rates applicable in Assam and Arunachal Pradesh for unskilled, semi-skilled and skilled labourers employed locally or by the Contractor's sub-Contractors throughout the period of the contract any statutory escalation on labour wages will be to Contractor's account.

**6.3** The contractor shall have his own PF Code No. as required under Employees' Provident Funds and Miscellaneous Provisions Act, 1952.

**6.4** The contractor shall periodically submit the monthly challans/ receipts/ proof of provident fund deposited amount along with a list of his workers to Company's representative. The contractor shall be required to deposit contribution towards Provident fund or any other statutory payments to be made in respect of his workers well in time and submit a copy of challan to Company's representative in monthly basis failing which OIL will deduct from his bills the amount equivalent to such deductions with penalty as per the provisions of applicable act.

**6.5** The contractor shall pay the wages to the workers latest by the current month or 1st week of subsequent month complying to the rates as per the Minimum wages Act and as notified by the Regional Labour Commissioner (Central), Guwahati from time to time.

**6.6** Contractor shall comply statutory minimum labour wages, P.F. and bonous to his workers at the prevailing rates as fixed by statutory bodies.

**6.7** The contractor shall issue wages slip every month to each worker as per the Government guidelines and also to pay the monthly wages to the workers through bank transfer. Contractor also must submit the monthly wages Bank statement to the Company along with their invoices.

**6.8** The contractor must pay wages to his workers at the rate as quoted by him against the tender (Minimum) in the price break-up format. The payment should be made through on-line bank transfer to the worker. Bank details of the worker along with authorisation of the worker to deposit the wages in his account shall have to be submitted to Company during mobilisation.

**6.9** Contractor shall ensure deployment of personnel under the contract preferably from local area. Preference should be given to personnel who have experience of working with OIL for similar services.

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

**7.1** Pay Contractor in accordance with terms and conditions of the contract.

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

**7.3** Perform all other obligations required of Company by the terms of the contract.

**7.4** Security arrangement at well site camp shall be Company's responsibility.



**7.5** Company shall provide all furniture, cookeries, cutleries; entertainment & game implements such as TV/VCD player etc, soft linen, and sanitation materials for the camp of OIL's official but contractor shall have to provide complete manpower for camp operation including catering and sanitation, if required.

**8.0 RECORDS, REPORTS & INSPECTION:**

Contractor shall keep and furnish to Company an accurate records of the jobs performed formation drilled on the daily drilling report form. A legible copy of said form in duplicate signed by both Contractor's and Company's representative shall be furnished by Contractor to Company.

**8.1** It is expressly understood that Contractor is an independent Contractor and that neither it nor its employees and its sub-contractors are employees or agents of Company provided, however, Company is authorised to designate its representative, who shall at all time have access to the Drilling Unit, related equipment and materials and all records, for the purposes of observing, inspecting and designating the work to be performed hereunder by Contractor, the Contractor may treat Company's Representative for the time being at well site as being in charge of all Company's and Company designated personnel at well site. The Company Representative may, amongst other duties, observe, test, check and control implementation of drilling, casing, mud and testing programmes, equipment and stock, examine cuttings and cores inspection work performed by Contractor or examine records kept at well site by Contractor.

**8.2** Contractor shall, at all time, allow the Company representative to inspect all works performed and witness and check critical operation such as well head testing etc. and measurements made by contractor's personnel. Contractor shall maintain and record accurate time break up of each operation and shall reflect in Drilling Progress Report (DPR). Contractor shall provide Company representatives detail of well report of preceding 24 hours in the morning 7 AM or as desired by Company representatives. The under mentioned operations are categorized as critical for direct supervision/ inspection by Company representative:

- I** Casing Running in and lowering casings with power tongs.
- II** Cementing operation and cement cleaning operation
- III** Mud engineering services
- IV** Setting of slip seal assembly
- V** Testing of BOP and other equipment, BOP drills
- VI** Well killing operations
- VII** Setting and un-setting of various types of packers & casing patches
- VIII** Milling operation
- IX** All types of fishing operation
- X** Wire line logging operation
- XI** Engaging/ disengaging of any down hole equipment
- XII** Any other miscellaneous jobs at the discretion of the company, such as, cement squeezing, perforation etc.
- XIII** Scheduled maintenance of all equipment
- XIV** Production testing operation
- XV** Rig up and rig down of mast.

**9.0 ACCOMMODATIONS:**

**9.1** Two/ Three bunk houses shall be provided by Company to accommodate tool pusher/Driller/Tool Pusher/ Electrical Engineer/ Mechanical Engineer & Mud Engineer including toilet & bath facilities and cooking shed for them at well site.

**9.2** Contractor may or may not be allowed to arrange accommodation at their own cost at well site for their other crew members. Company reserves the right to permit or not to permit construction/placement of such accommodation for other crew at any well site by virtue of its own discretionary power. If contractor is permitted to arrange/construct accommodation for other crew at any well site, selection of site shall be done with the agreement of Company representative.

**9.3** The base camp for contractor personnel in Assam & NE States shall be entirely Contractor's responsibility. Safety and security of the contractor's personnel at any camp(s) including compliance of fire

hazard & regulation will be contractor's sole responsibility. Hygienic maintenance of toilets as well as catering services also will be the responsibility of Contractor.

**9.4** Maintenance of the bunk houses including its surrounding and toilet & bath facilities shall be the responsibility of Contractor.

#### **10.0 CATERING SERVICES:**

**10.1** The catering, supply of drinking water of the contractor's personnel whether at their base camp and work site shall be the responsibility of the contractor.

**10.2** Contractor shall have to provide catering services to Company's personnel as and when required on chargeable basis. Payment against the catering services shall be made at the rate of Rs. 300.00 ( Rupees Three Hundred only ) per person per day with following details:

- |       |                    |                                  |
|-------|--------------------|----------------------------------|
| (i)   | Breakfast          | : Rs. 60.00 per day per person.  |
| (ii)  | Lunch              | : Rs. 100.00 per day per person. |
| (iii) | Evening tea/snacks | : Rs. 40.00 per day per person.  |
| (iv)  | Dinner             | : Rs. 100.00 per day per person. |

Following minimum items shall have to be included in the catering services:

- |       |                                                                                              |
|-------|----------------------------------------------------------------------------------------------|
| (i)   | Breakfast: Bread/butter/Egg OR puri chabji OR equivalent with milk/tea                       |
| (ii)  | Lunch: Rice/Roti, quality dal and sabji, One non-veg item OR Veg special, pickle. Papad etc  |
| (iii) | Evening tea/snacks: Quality snacks like pakoda/veg chops etc with Tea.                       |
| (iv)  | Dinner: Rice/Roti, quality dal and sabji, One non-veg item OR Veg special, pickle, Papad etc |

Fooding arrangement for Company's personnel shall be arranged by Contractor with prior intimation only.

#### **11.0 WORK CULTURE:**

Contractor personnel shall carry out operations hereunder with due diligence and in safe and workman like manner according to good international oilfield practice. They shall maintain strict discipline and good conduct among themselves at work place.

#### **12.0 EFFLUENT DISPOSAL/MUD/WATER LINES:**

All laying/repair of lines and hooking up operation for supply/disposal of water, mud and effluent to the various distribution points within the well plinth shall have to be done by the Contractor. Company shall make & maintain effluent disposal line to nearby central pit, water lines from well site to nearby source water station and mud line from well site to nearby mud plant. However, contractor shall monitor leak/damage of lines maintained by company and shall inform immediately for repair.

#### **13.0 REQUIREMENT OF TOOLS & EQUIPMENT:**

**13.1** The well programme shall generally be made available to the Contract in advance; accordingly Contractor shall workout the requirement of surface equipment / tools for the various stages of operation in a particular well in advance and shall inform such requirement to company representative. Additionally, day-to-day consumables, spares and other well requirements shall have to be indicated to the Company's authorized representative at least 24 hours notice prior to requirement.

**13.2 HAND TOOLS:** All necessary major tools will be supplied by the Company for Contractor's use. However, small tools like pipe wrenches, hammer, slide wrenches, small spanners, screwdrivers, measuring instruments like multi meter, line tester, measuring tapes (2m & 30m) shall have to be arranged by the Contractor.

#### **14.0 PRODUCTIVITY TESTING & ALLIED SERVICES:**

Contractor shall assist in performing any tests to determine the productivity of any formation encountered as may be directed by Company. Such tests and services may include, without limitations, electric logging, drill stem tests, perforation casing, acidization, unloading of well fluid by NCTU, fracturing and acid

fracturing. Specialised tools/ personnel for these operations will be provided by Company but contractor shall provide unskilled hand as desired. The Contractor shall have to assist rig up and rig down the necessary gear for logging , NCTU, NPU, BHP , Hydro-Fracture Unit, DST equipment and other related surface gear of well servicing of the Company's or other Contractor as and when required. However, Contractor shall be guided by on the spot supervision of Company or Company's authorised personnel in these specialized work.

**15.0 ADVERSE WEATHER & PERIL:**

**15.1** Contractor, in consultation with Company shall decide when, in the face of impending adverse weather conditions, to institute precautionary measures in order to safeguard the well, the well equipment, the Drilling Unit and personnel to the fullest possible extent. Contractor and Company shall each ensure that their representatives for the time being at well site will not act unreasonably in the exercise of the clause.

**15.2** The Contractor shall report to Company and evidences if identified which may indicate or is likely to lead to an abnormal or dangerous situation at the earliest opportunity, and immediately take the first emergency control steps.

**15.3** In the event of difficulty which precludes either testing ahead under reasonable condition or performance of any other operation planned for a well, Contractor may suspend the work in progress and shall immediately notify Company and in the meantime exercise all reasonable efforts to overcome the difficulty, ensuring the safety of the well operation, personnel and equipment.

**15.4 AMENDMENTS OF DRILLING AND COMPLETION PROGRAMME:**

Contractor shall carry on normal round tripping, completion, abandonment and any and all other associated operations including but not limited to rig down, assist in rig move etc, in accordance with the well drilling before commencement of the rig operation which may be amended from time to time by reasonable modification as Company deems fit and in consultation with Contractor.

**16.0 APPROVAL OF MANPOWER:**

Contractor shall have to obtain prior approval from the Company before deployment of personnel in the rig. Applications seeking approval shall have to be submitted by the contractor at least one month ahead of proposed date of deployment. All applications shall be submitted to Head Drilling-Operation and shall be forwarded to concerned department for scrutiny. Contractor shall not deploy man power in the mine without formal approval letter signed by Mines manager which at present is Head-Drilling(Operation) or as per fresh statutory guideline. Contractor shall not swap manpower approved for two different contracts under the same contractor without prior approval.

**16.1** The following documents shall have to be submitted along with the letter seeking approval.

- a. Bio-data of the candidate with photograph.
- b. Photo copy of relevant pass certificates and other proficiency certificate as required under Clause No. 3.2 of contract (Scope of work) (original to be produced on demand).
- c. Copy of experience certificates (original to be produced on demand).
- d. Undertaking from Contractor's personnel for not claiming employment or any service benefit available to Company's employee as per format given.

**Note:** During the currency of the contract, if any of the key personnel is to be replaced; the incumbent must be approved ones under the same contract or must get approved fulfilling all the criteria of contract agreement. As soon as the term or period of the contract expires, accordingly the approval of personnel will also get expired or terminated.

**17.0 TEMPORARY PAUSE OF OPERATION:** Company may suspend operation of Contractor temporarily, at its own discretion but Contractor shall be served at least 1(one) month notice for demobilization within the period of contract. Contractor shall have to remobilize on receipt of Company's notice within 1 (one) month. Contractor shall not be paid any demobilization charges; however, charges for remobilization shall be paid to contractor on resuming operation after temporary pause. Temporary pauses of operation under this agreement may be any number of times within the contract period.

**18.0** The Contractor shall carry out the operations in drilling wells 7 days a week and 24 hours a day (round the clock) in compliance to drilling program of the Company, which will be supplied to them prior to commencement of operations in each well. However, contractor may be permitted by the company to work for less duration than 24 hrs/ day (more or less than 12 hrs per day) during ILM period when no electric power is available. Operations under the contract shall be 2(two) shift of 12 Hrs each. All the crew member as defined in clause 3.0 of 'scope of work' of the contract shall have to be available in each shift.

**19.0** The Contractor shall be responsible for arranging relief of personnel during vacations, statutory off days, sickness etc. entirely at their cost. The relief personnel also must have the similar experience and the Contractor will have to obtain prior approval from the Company for the relief personnel of the Contractor.

**20.0** Providing proper safety appliances such as safety boots, helmets, hand gloves and protective clothing etc. to their employees shall be Contractor's responsibility along with the display of statutory sign boards in well site as per Mines Rules as supplied by Company. In case operation is shut down due to objection raised by safety audit on non-compliance, it shall be Contractor's responsibility to comply with all safety requirements and no operating rate will be applicable for payment during such shut down period.

**21.0** The Contractor will have to ensure that the statutory off days are given to Contractor's personnel and that the personnel are not engaged continuously for a prolonged period which amounts to violation Mines Act.

**22.0** Company shall assist contractor in obtaining all security/entry passes into the Company's Industrial and operational Area, whenever required by the Contractor's personnel in connection with the contract. However Contractor shall fulfill all necessary formalities including liaisoning with Company/CISF in this regard as per norms of the Company/CISF.

**23.0** It will be the responsibility of the Contractor to obtain restricted area permit/Assam entry permit/Inner line permit for Contractor's personnel (the Company will assist to the extent possible) for entering into NE states of India.

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

**25.0** All supervisory staff rig personnel and other manpower engaged by the Contractor shall have to be Indian Nationals and Contractor shall deploy local people, wherever possible, for un-skilled personnel under the contract.

**26.0** Company reserves the right to instruct Contractor for removal of any Contractor's personnel for:

- (a) Misbehavior, indiscipline and for misdemeanour And/Or,
- (b) For technical incompetence and for not rendering the services faithfully And/Or,
- (c) For indulging in canvassing against Company in press/other media And/Or,
- (d) For leaking information about Company operations to outside parties.

**26.1** The Contractor shall replace undisciplined personnel under clauses (a) & (b) above within period of 24 hrs. However, 3 days notice shall be served by Company to replace undisciplined personnel under clause (c) & (d) above.

**26.2** Further, the replacement for these personnel shall be completed as per specified time period as mentioned in above para from the date of receipt of instruction from the Company and at the cost of the Contractor. The continuity of operation shall not be disrupted on this account, till such time the replacements are arranged. However, the Deficiency Clause of the Agreement shall be applicable.

**27.0** The rig instruments which will be provided to the Contractor as ancillaries of the rig package either with the rig or separately during the contractual period, has to be installed and maintained accordingly by the Contractor. All charts and reports obtained from such instruments are to be kept ready for all the operations and should be made available to the Company as and when will be asked for scrutiny. Charts and other stationers for the instruments will be provided by the Company on time to time requisition by the Contractor.

**28.0** The Contractor will be responsible for all transportation of his personnel from their place of origin to their base at Duliagan and back. However, the Contractor will also be responsible for all transportation facilities of his personnel including movement to work site from wherever they stay. The Company shall not render any type of transportation to Contractor's personnel at any time. The Contractor will have to keep a standby vehicle at well site on all working days to meet any emergency.

**29.0** Contractor shall provide own identity cards for their personnel engaged under the contract and also shall possess identity card/pass of the Company. Person(s) not having identity cards shall be treated as unauthorized person(s) and shall not be allowed to perform duty.

**30.0** The Bidder/Contractor understands that minimum wages may increase from time to time as notified by statutory authority and undertakes that Contractor shall not make Company liable to reimburse Contractor for such statutory increase in wage rates of the labours/workers appointed by the Contractor during the entire period of the contract, including extension if any. Currently, such increase in the wage rates is twice in a year. Bidder shall bid after considering this increase in wage rates for the entire period of Contract including extension provision.

The Contractor further undertakes that he/she/they will pay his/her/their workers the increased wages as notified under the Minimum Wages Act from time to time and such statutory or any other increase in the wages rates of contract labour deployed by the Contractor shall be borne solely by the Contractor during the entire period of the contract, including extension if any, without any cost implication whatsoever upon the Company.

**31.0** In the event of the rig or its components, ancillaries, equipment etc. supplied by the Company to the Contractor are damaged/ lost due to the carelessness/ negligent handling by the Contractor's personnel, the Contractor will be liable for such damages on the basis of the Company's estimated cost of replacement as reduced by any insurance claim which may occur to the Company plus 7% towards handling charges on the cost of such replacement. If the operation is held up for such damages/ loss, Zero rate shall be applicable till such time operation is restored.

**32.0** If the Contractor fails to provide manpower per shift as per the 'Scope of Work' of the contract, the Company reserves the right not to allow the Contractor to carry out operations, and no payment will be made for the affected day(s). Moreover, the Contractor shall be liable to pay damages for the same number of non-working hours/day) as per deficiency clause & sub clauses. If such incidents happen twice in a month, the contract is liable to be terminated at the discretion of the Company.

**33.0** The Company shall provide adequate security personnel, however, it shall be the primary responsibility of the Contractor to ensure that the equipments and materials at site are properly secured against theft, pilferage etc.

**34.0** Contractor has to take up necessary jobs for providing power and water supply and maintenance of the well site office for both Contractor's & Company's and of the well site camp for contractors and Company's personnel including Deviation Engineer's Cabin if situated at well site.

**35.0** The Company may set up Camp for Company's officers & employees for drilling exploratory / semi-exploratory wells at remote locations. Contractor shall have to provide the catering services for the Company's officers & employees as mentioned in clause 29.1 above.

**36.0** The Contractor shall have to bear the responsibility for their employment matters and any problem in this regard inclusive of employment of local people and other issues pertaining to the Contractor's operations with the Company. In case there is any disruption of work at the well site under such conditions as stated above, the Contractor shall be paid at "Zero" rate during the affected period.

**37.0** The Contractor shall also have to comply with all types of labour wages rates applicable in Assam & North Eastern States for unskilled, skilled and highly skilled labourers employed locally or by the Contractor's sub-Contractors throughout the period of the contract. Any statutory escalation on labour wages will have to be on Contractor's account.

**38.0** The Contractor should inspect thoroughly the complete rig package before/during taking over charge. After inspection the Contractor should submit a report to the Company. If certain items are not found

satisfactory on assessment by the Contractor; the same should be intimated to the Company and Company in turn will take the necessary action for repair/ replacement at the earliest.

### **39.0 PREVENTION OF FIRE AND BLOW-OUTS:**

**39.1** Contractor shall maintain all well control equipment in good condition at all times and shall take all possible steps to control and prevent fire and blowouts. The Contractor should be responsible for taking all preventive and corrective measures for initial control of kick, inflow, fire and blowouts. After initial control of well, Contractor will inform the Company's Representative about the well condition and finally well will be killed after discussion with the Company's Representative.

**39.2** Contractor crew shall have to be conversant with fire fighting equipment available at well site and shall be capable of use such fire fighting equipment to douse fire at well site in emergency.

**40.0 COMPANY'S RIGHT TO TAKE OVER:** In the event, the Company is justifiably dissatisfied with Contractor's performance during the drilling of any well hereunder on account of unreasonably slow progress or incompetency as a result of cause reasonably within the control of the Contractor, the Company shall give the Contractor written notice in which it shall specify in detail the cause of its dissatisfaction. Should the Contractor, without reasonable cause, fail or refuse to commence remedial action within one (1) day of receipt of the said written notice, the Company shall have the right but not obligation to take over the specific operations, where the Contractor has failed to perform, till such time the Contractor commences remedial action. During the period of any such take over, the entire cost of operation carried out by the Company will be deducted from the Contractor's payment, in addition to imposing penalty as applicable as per the contract for the Contractor's failure.

### **41.0 DEFICIENCY:**

**41.1 Key Personnel:** Provision of adequate manpower of required skill for carrying out all operations with due diligence, in a safe, decent manner and in accordance with accepted international oilfield practices is the essence to the contract. In case of Contractor's failure to provide adequate numbers of efficient manpower particularly in respect of the key personnel as per the standard deployment pattern as set out in clause 3.0 of scope of work, penalty shall be levied to contractor at the following rates:

<b>Sl. No.</b>	<b>Deficiency of Key Personnel</b>	<b>Penalty</b>
1	Rig manager/ Rig Superintendent/ Area Manager	12% of the operating day rate shall be deducted for the period of non-availability
2	Tool Pusher	10% of the operating day rate shall be deducted for the period of non-availability
3	Tool Pusher/Night Tool Pusher	10% of the operating day rate shall be deducted for the period of non-availability
4	HSE Cum Liason Officer	7.5% of the operating day rate shall be deducted for the period of non-availability
5	Driller	5% of the operating day rate shall be deducted for the period of non-availability
6	Asstt. Driller	3% of the operating day rate shall be deducted for the period of non-availability
7	Each Derrick Man/Top man	3% of the operating day rate shall be deducted for the period of non-availability
8	Each Floormen/ Rigman	2% of the operating day rate shall be deducted for the period of non-availability
9	Mechanical Engr.	10% of the operating day rate shall be deducted for the period of non-availability
10	Mechanic-pump	5% of the operating day rate shall be deducted for the period of non-availability
11	Asst. Mechanic-pump	3% of the operating day rate shall be deducted for the period of non-availability
12	Mechanic-ICE	5% of the operating day rate shall be deducted for the period of non-availability
13	Asst. Mechanic-ICE	3% of the operating day rate shall be deducted for the period of non-availability

14	Electrical Engr.	of non-availability 10% of the operating day rate shall be deducted for the period of non-availability
15	Rig Electrician	5% of the operating day rate shall be deducted for the period of non-availability
16	Asst. Rig Electrician	3% of the operating day rate shall be deducted for the period of non-availability
17	Mud Engineer/Well site Chemist	10% of the operating day rate shall be deducted for the period of non-availability
18	Welder	5% of the operating day rate shall be deducted for the period of non-availability
19	Gas Logger cum sample washer	3% of the operating day rate shall be deducted for the period of non-availability

**Notes:**

1. The above rates are applicable for the first five days. In case more than one key personnel are not available at a time, penalty shall be applicable for each key personnel not available during the period.
2. Beyond 5 days, the penalty shall be applicable at double the rates mentioned above for each day for non-availability of any key personnel.
3. Further, contractor shall be paid zero rates if Company decides not to continue operation without the above key personnel and operation is suspended for non availability of key-personnel.

**41.2 Unskilled Personnel:** Contractor to note that, other than the skilled key personnel Contractor has to provide as per the list in Clause 3.0 of Scope of work, adequate numbers of unskilled. The non-availability of such unskilled personnel during any shift shall be subjected to a deduction of Rs. 1000/- per man per day.

**41.3 PPE:** In the event of non-compliance of statutory provisions and safety appliances, the company will have the right to ask the contractor to suspend work immediately and no payment shall be made by the Company till such time the contractor comply with the same. Company reserves the right to supplement the requirement of PPE for Contractor's personnel subject to availability to continue operation. However, Contractor shall have to pay at the rate fixed by Company.

**41.4 Delay in ILM:** Timely completion of ILM is the essence of the contract. ILM for a distance of 30 (thirty) km shall have to be completed by Contractor within 15(fifteen) days. For excess kilometerage, the time allowed shall be in proportions of 1 (one) day for each 30 km or part thereof. The time of reckoning is declaring of rig down in a particular well to spud of the next well. For ILM in cluster location the period of ILM shall be 10 days. The ILM charge shall be discounted by 5% of total cost for ILM charge for each day's delay beyond the stipulated days, payable for that particular rig movement.

**41.5 Crane services:** Zero rate of the crane shall be payable for shut down period of the crane as certified by Company. If rig operation remains shut down due to non-availability of the crane, zero rate shall be payable for the day rate of crew(man-power) as well as for crane. If Company decides to continue operation without the service of Contractor's crane, 80% of day rate for crew shall be payable. However, no payment shall be made during shut down period for the crane.

**41.6 Break down:** Proper Check-up/ maintenance/ lubrication of Company's equipments and machineries as per Company's maintenance schedule and procedure are the essence of the contract. Zero rates shall be applicable for entire period of shut down if cause of break down is attributed to Contractor's negligence and deficiency.

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

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

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

**b)** Contractor shall assume all responsibility and liability for all other pollution or contamination, howsoever caused including control and removal of same, which may occur during the term of or arising out of this contract and shall indemnify Company from and against all claims, demands and causes of action of every kind and character arising from said pollution or contamination. However settlement of claims against noise pollution/water pollution arising out of Company's equipments shall be the responsibility of Company, if the said pollution is not caused due to negligence of Contractor. Otherwise the claims shall have to be settled by the Contractor. Contractor at all times shall try to minimize water and noise pollution arising out of Company's equipments.

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

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

## **-END OF SECTION-II-**



## **SECTION - III**

### **SCHEDULE OF RATES AND PAYMENT**

The bidders must quote their rates as per Price Schedule, in their priced bids considering the following and payment against the contract shall be made accordingly:

**1.0 MOBILIZATION CHARGES FOR PERSONNEL & CRANE:**

The mobilization charges shall be applicable after mobilization of contractor's personnel at designated site as stated in Clause 2.2 of Special Conditions of Contract and ready to start rig operation, duly certified by the Company's representative.

**2.0 DAY RATE FOR CREW FOR RIG OPERATION:**

Day rate charges for personnel shall be applicable once mobilization under the contract is complete in all aspect as certified by Company. Day rate shall not be applicable during the period of ILM, i.e., from the date of rig release till spudding in of the next location.

**3.0 INTER LOCATION MOVEMENT (ILM) RATE:**

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

- a) Fixed Charge (Lumpsum) for Cluster location (Movement of mast and substructure etc. only on the same plinth). The spacing between wells at surface in cluster well plinth is around 18 m. (ILM0)
- b) Fixed Charge (Lumpsum) per rig move up to 30 Km. (ILM1)
- c) Kilometerage charges for rig movement in excess of 30 Km. This will be in addition to Lumpsum rate for ILM up to 30 Km as mentioned in 'b' above. (ILM)

**3.2** Interlocation movement operation will start from the moment the Company releases the drilling unit for rig down at previous location. Rig & all materials including the additional and optional items, if any, are to be transferred by Contractor with his own fleet and personnel after rig down and rig up at the next location is completed and the well is spudded. Before spudding in, the Contractor shall complete all jobs, including, but not limited to, rig up of service lines, block, hook etc, drilling and setting scabbards of mouse & rat hole, compliance/rectification to meet safety norms and any other job normally done prior to spudding in. The inter-location movement of Rig package should be completed within the period as specified in clause 5.4.1 under 'Scope of Work' of the contract.

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

**3.4** No other rate hereof will be payable when Interlocation move rate is applicable.

**3.5** ILM charge shall be payable only after completion of all activities described under ILM operation. Zero ILM rate shall be payable if ILM activities are partially completed.

**NOTE:**

**1.0** In case while taking charge of the Drilling Rig from OIL when the rig is already under ILM and all rig items are in the forward location then, as per the percentage rig up shown in OIL's SAP system, only the balance rig up percentage will be payable to the Service provider for the ILM period at rate applicable for ILM for cluster location.

**2.0** In case while taking charge of the Drilling Rig from OIL which may be under ILM (Load Movement), OIL will complete the ILM (only load transfer to forward location) and ILM rate as applicable for cluster location shall be payable to the service provider.

**4.0 OPERATING DAY RATE FOR CRANE:**

**4.1** Operating day rate for the crane shall be payable from the date and time of completion of mobilization of the crane till Rig release from that location. No any payment including day rate shall be payable for the crane

during ILM period. After completion of ILM, i.e. from the time of spudding in of forward location, Operating Day Rate for crane shall be applicable again.

**4.2** Zero rate of the crane shall be payable for shut down period of the crane as certified by Company. If rig operation remains shut down due to non-availability of the crane, zero rate shall be payable for the day rate of crew (man-power) as well as for crane. If Company decides to continue operation without the service of Contractor's crane, 80% of day rate for crew shall be payable. However, no payment shall be made during shut down period for the crane.

**5.0 CHARGES FOR CATERING SERVICES:**

Contractor shall have to provide catering services to Company's personnel as and when required on chargeable basis. Payment against the catering services shall be made at the rate of Rs. 300.00 ( Rupees Three Hundred only ) per person per day with following details:

- |       |                    |                                  |
|-------|--------------------|----------------------------------|
| (i)   | Breakfast          | : Rs. 60.00 per day per person.  |
| (ii)  | Lunch              | : Rs. 100.00 per day per person. |
| (iii) | Evening tea/snacks | : Rs. 40.00 per day per person.  |
| (iv)  | Dinner             | : Rs. 100.00 per day per person. |

Following minimum items shall have to be included in the catering services:

- |       |                                                                                              |
|-------|----------------------------------------------------------------------------------------------|
| (i)   | Breakfast: Bread/butter/Egg OR puri chabji OR equivalent with milk/tea                       |
| (ii)  | Lunch: Rice/Roti, quality dal and sabji, One non-veg item OR Veg special, pickle, Papad etc  |
| (iii) | Evening tea/snacks: Quality snacks like pakoda/veg chops etc with Tea.                       |
| (iv)  | Dinner: Rice/Roti, quality dal and sabji, One non-veg item OR Veg special, pickle, Papad etc |

Fooding arrangement for Company's personnel shall be arranged by Contractor with prior intimation only.

**6.0 FORCE MAJEURE DAY RATE (Per 24 Hrs. day) (FM):**

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

**6.2** Payment towards force majeure day rate shall be 75% of operating day rate of personnel and crew separately.

**-END OF SECTION-III-**

**DETAIL OF SERVICES TO BE PROVIDED BY CONTRACTOR**

**1.0** Contractor shall have to carry out Rig-up and Rig-down operations including Inter Location Movement (ILM) with Contractor's transport fleet and manpower.

**2.0** Handling & storage of all Company's materials at wellsite / camp shall be the responsibility of Contractor. The contractor shall place the vehicle responsible for to & fro transfer of Company's materials as per advice of Company Representative every morning at 7.00 AM along with designated manpower. The vehicle shall be stationed at Duliajan/Arunachal Pradesh. The vehicle should be approx. 10 T capacity with a loading area of not less than 14" x 7".

Contractor's vehicle shall report at Company's yard as directed and carry the daily consumables like spinning rope, thread dope, grease tong dies etc Company shall supply other materials at well site / camp.

**3.0** Contractor shall have to provide all transportation required for contractor's personnel.

**4.0** Contractor shall be responsible for maintenance and hygienic house keeping of bunk houses for contractor & OIL personnel. Company shall supply Two /Three Bunk houses for key personnel, responsible for 24 hours duty viz. Tool pusher, Electrical Engineer Mud Engineer etc, without any soft furnisher.

**5.0** Contractor shall have to carry out all rig operations related to drilling i.e.

- (a) Spud in & drilling
- (b) Round tripping
- (c) Casing running
- (d) Operators for lowering casings with power tongs during all sizes casing running in
- (e) BOP & W/head rig up testing & operation.
- (f) Mud preparation and maintenance at site & mud plant.
- (g) Geological sample collection & washing
- (h) Gas logging
- (i) Drilling W/head R/dn. Prod W/head R/up, test hydraulics testing of X-mass tree before R/up.
- (j) Tubing handling and tripping, drifting and maintaining of tally.
- (k) Hooking #up surface production connections including flare line, pit line etc. and necessary hydraulic testing.
- (l) Maintenance of engines / machineries / Tools and equipment / materials of the rig for smooth drilling operation requirements of spares will be justified by the representative of the concerned department. and no technical guideline will be provided for the schedule or preventive or break down maintenance jobs except the critical jobs
- (m) Any other jobs related to well operations. Company to provide drilling rig, accessories, consumables, tubulars, tools and support facilities, spares etc. Company will also provide chemical laboratory at each well site. Air, water & electricity connection to be provided by contractor.

Company shall provide all necessary spare and guidelines only for above operations.

**6.0** Contractor shall be responsible for Services of all the back up operations at / around well site, and any other associated installations, including break-down maintenance for

- (a) Water supply pumps, Fire Tender pumps
- (b) Electricity (Gen-set)
- (c) Effluent water pumping & Oil skimming OIL to provide installations with POL # Necessary spares and guidance for maintenance will be provided by the company

**7.0** Contractor shall be responsible for Maintenance of well-plinth & house keeping of well site including Company's & Contractor's offices and accommodation bunk houses at well site. Company shall provide Road Rollers with consumables with driver, as and when required as assessed by the company. Company shall provide all plinth maintenance materials if necessary, as and when required and requirement will be assessed by Company representative. However minor well plinth maintenance shall have to be done by Contractor.

**8.0** Contractor shall be responsible for Break down maintenance and the periodic maintenance of all rig components and accessories at site. Company shall provide all necessary spares for maintenance jobs. For periodic maintenance instruction sheet will be provided by the company. For some critical maintenance/repair

jobs, which will be decided by Company, man power shall be provided by Company. For periodic maintenance instruction sheet will be supplied by the company.

**9.0** Contractor shall have to provide a 40 MT Crane with operator at well site throughout the contract period. Proper maintenance of the crane for smooth running without any shut down shall be the responsibility of the Contractor. All spares required for maintenance of the Crane shall have to be supplied by Contractor without any additional charge. However fuel(HSD) required for running the crane for well side operation shall be supplied by Company.

**10.0** For AC/SCR/VFD rigs, the maintenance of air conditioners for PCRs is contractor's responsibility. Company will provide the spares and guidelines.

**11.0** Contractor shall be responsible for Laying of lines for -  
(a) Water lines from pump to well & Bunk house, wherever required.  
(b) Mud lines from mud plant to well site  
(c) Effluent water pumping from drilling location to designated effluent pit other than the effluent pit located at the drilling location where the rig is operating  
(d) Suction and delivery lines to Fire tender pump at camp & well site. Company to provide pipes and the Victaulic joints (if reqd). Company will provide right of way of lines.

**12.0** Contractor shall be responsible for removing of lines of item no. 11 above after well is rigged down. Company will collect the pipes etc. supplied earlier.

**13.0** Contractor shall be responsible for Skimming of oil and collection of effluent oil into drum from effluent pit or any other pit as directed by Company Representative.

**NOTE:** Requirement of spares for running maintenance to be planned in advance in consultation with OIL representative.

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**COMPREHENSIVE 'HSE' GUIDELINES:**

1. 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.
2. Every person deployed by the Contractor in a mine must wear safety gadgets (PPE) 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 OIL (OIL) for providing the same. OIL will provide the safety items, if available. But in turn, OIL will recover the actual cost of the items by deducting from Contractor's Bill. However, it will be the Contractor's sole responsibility to ensure that the persons engaged by him in the mines use the proper PPE while at work. All the safety gears mentioned above are to be provided to the working personnel before commencement of the work.
3. The Contractor will be provided a copy of the site specific SOP which need to be followed during operation. Necessary training will be provided to their personnel regularly and record to be kept.
4. 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.
5. 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.
  - i. MVT can be arranged by OIL for the personnel working in rig. However contractor to make all necessary effort to provide such training arranged by OIL. Refresher training to be given in an interval of 05 years.
  - ii. IME/PME has to be done as per the Mines Rule requirement in nearby authorized hospital OIL
  - iii. PME to be done at intervals of not more than five years Upto 45 and Above 45 not more than 03 years. Record of IME/PME to be maintained in modified form "O"
6. 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
7. 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.
8. 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 representative for safe operation.
9. 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.

10. Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the Contractor.
11. The Contractor shall have to report all incidents including near miss to Installation Manager / departmental representative of the concerned department of OIL.
12. 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 personnel every day for the work, punctually.
13. 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.
14. 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.
15. To arrange daily tool box meeting, Job Safety Analysis (for Critical Jobs) and regular site safety meetings and maintain records.
16. Records of daily attendance, accident report etc. are to be maintained in Form B, E, J (as per Mines Rules 1955) by the Contractor.
17. 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.
18. 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.
19. Contractor's arrangements for health and safety management shall be consistent with those for the mine owner.
20. 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.
21. 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.
22. The Contractor should prevent the frequent change of his contractual employees as far as practicable.
23. The Contractor should frame a mutually agreed bridging document between OIL & the Contractor with roles and responsibilities clearly defined.
24. For any HSE matters not specified in the contract document, the Contractor will abide by the relevant and prevailing Acts/rules/ regulations/pertaining to Health, Safety and Environment.
25. Contractor shall observe such safety regulations in accordance with acceptable oilfield practice and applicable Indian Laws. Contractor shall take all measures reasonably necessary to provide safe working conditions and shall exercise due care and caution in preventing fire, explosion and blow out and maintain fire and well control equipment in sound condition at all times. Contractor shall conduct such safety drills, BOP tests, etc. as may be required by Company at prescribed intervals.

26. Fire protection at drilling sites shall be the responsibility of the Contractor. Necessary action shall be taken and prior arrangements to be made for providing competent persons trained in the field of fire-fighting (certificate/diploma holders) at the rig site.
27. Documentation, record keeping of all safety practices should be conducted as per international/ Indian applicable laws, act, regulations etc., as per standard Oilfield practice and these records should be made available for inspection at any point of time. The H.S.E policy as well as emergency procedure manual should be kept at site. Compliance of these shall be the sole responsibility of the Contractor.

XXXXXXXXXXXXXXXXXXXXXXXXXXXX

**REQUISITION SLIP FOR MATERIAL**

DEPARTMENT: -----

Date: " " " " " " " " " " " "

Name of Rig: " " " " " " " " " " " " Location: " " " " " " " " " " " "

Requisition By: " " " " " " " " " " " " Designation: " " " " " " " " " " " "

Name of the Contractor:

Contract No.:

To

COMPANY REPRESENTATIVE

DEPARTMENT: " " " " " " " " " " " "

Request to provide the following Material for maintenance.

Sl No. Description of material Required for

Signature

Name: " " " " " " " " " " " " " " " " " " " " " " " "

Seal

Approved by Tool Pusher

Signature:



**PROFORMA FOR UNDERTAKING FROM CONTRACTOR'S PERSONNEL**

I, Mr. \_\_\_\_\_ son of Mr. \_\_\_\_\_  
Resident of \_\_\_\_\_ have been deployed with M/s. \_\_\_\_\_  
\_\_\_\_\_ with effect from \_\_\_\_\_ by  
my employer M/s. \_\_\_\_\_ to execute various works under the  
Contract No. \_\_\_\_\_ dated \_\_\_\_\_ signed between M/s OIL INDIA LIMITED, DULIAJAN &  
M/s \_\_\_\_\_.

I hereby declare and give my undertaking with free consent and without any compulsion and that I will not  
claim any employment or any service /benefit in whatsoever from in OIL by virtue of my such deployment with  
M/s \_\_\_\_\_ to execute the specific contract.

-----  
Signature

DULIAJAN:

WITNESS:

- 1.0 NAME:  
DESIGNATION:  
DATE:
- 2.0 NAME:  
DESIGNATION:  
DATE:

**To,  
HEAD-CONTRACT  
OIL INDIA LIMITED  
DULIAJAN-786602**

**SUB: SAFETY MEASURES**

**Description of work/service:**

**Hiring of services for Operation & Maintenance of OIL's 2(two) nos. Drilling rigs for a period of 2 years.**

Sir,

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

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

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

i) \_\_\_\_\_

ii) \_\_\_\_\_

iii) \_\_\_\_\_

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

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

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

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

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

g) We shall abide by the following HSE (Health, Safety & Environmental) POINTS:

**GENERAL HEALTH, SAFETY & ENVIRONMENT (HSE) POINTS:**

1. 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.

2. 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.

3. 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.
4. 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.
5. Keep an up to date SOP and provide a copy of changes to a person designated by the Mine Owner /Agent /Manager.
6. 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.
7. 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.
8. 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.
9. The return shall be submitted quarterly (by 10th of April, July, October & January) for contracts of more than one year. However, for contracts of less than one year, returns shall be submitted monthly.
10. 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.
11. Any compensation arising out of the job carried out by the Contractor whether related to pollution, Safety or Health will be paid by the contractor only.
12. Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the contractor.
13. The contractor shall have to report all incidents including near miss to Installation Manager / departmental representative of the concerned department of OIL.
14. 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.
15. 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.
16. The health check up of contractor's personnel is to be done by the contractor in authorized Health Centers as per OIL's requirement & proof of such test(s) is to be submitted to OIL. The frequency of periodic medical examinations should be every five years for the employees below 45 years of age and every three years for employees of 45 years of age and above.
17. To arrange daily tool box meeting and regular site safety meetings and maintain records.
18. Records of daily attendance, accident report etc. are to be maintained in Form B, E, J (as per Mines Rules

1955) by the contractor.

19. 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.

20. 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.

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

22. 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.

23. 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.

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

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

26. 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.

(Seal)

Yours Faithfully

Date\_\_\_\_\_

M/s \_\_\_\_\_  
FOR & ON BEHALF OF CONTRACTOR

**INTEGRITY PACT**

Between  
Oil India Limited (OIL) hereinafter referred to as "The Principal"  
And

( Name of the bidder ).....hereinafter referred to as "The Bidder/Contractor"

**Preamble :**

The Principal intends to award, under laid down organizational procedures, contract/s for **HIRING OF SERVICES FOR OPERATION & MAINTENANCE OF OIL'S 2 (TWO) NOS. DRILLING RIGS FOR A PERIOD OF 2 YEARS. - UNDER IFB NO. CDI0178P16.** The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

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

**Section 1 - Commitments of the Principal**

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

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

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

**Section 2 - Commitments of the Bidder/Contractor**

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

1. The Bidder/Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
2. The Bidder/Contractor will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices,

specifications, certifications, Subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

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

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

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

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

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

1. If the Bidder/Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressions within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.

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

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

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

### **Section 4 - Compensation for Damages**

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

2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.

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

#### **Section 5 - Previous transgression**

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

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

#### **Section 6 - Equal treatment 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.

-----  
**For the Principal**

-----  
**For the Bidder/Contractor**

**Place. Duliajan.**

**Witness 1: .....**

**Date. .**

**Witness 2: .....**



**E-TENDER NO. CDI0178P16**

**PROFORMA-I**

**BID FORM**

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

**Sub: IFB No. CDI0178P16**

*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 \_\_\_\_\_ **“NOT TO BE QUOTED HERE”** (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 as per the terms & conditions set out in the subject tender.

If our Bid is accepted, we will obtain the guarantee of a bank in a sum not exceeding 7.5% of One year contract value for the due performance of the Contract.

We agree to abide by this Bid for a period of 180 days from the date fixed for Bid closing and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2016.

**Authorised Person's Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Designation:** \_\_\_\_\_

**Seal of the Bidder:**

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

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

<b>Section No.</b>	<b>Clause No. (Page No.)</b>	<b>Non-Compliance</b>	<b>Remarks</b>

**Signature of Bidder:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**NOTE:**

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

**E-TENDER NO. CDI0178P16**

**PROFORMA-III**

**PROFORMA LETTER OF AUTHORITY**

TO  
**HEAD-CONTRACTS**  
Contracts Department  
P.O. DULIAJAN PIN - 786602  
Dist. Dibrugarh, Assam  
India

Dear Sir,

**SUB: OIL TENDER No. CDI0178P16**

We \_\_\_\_\_ of \_\_\_\_\_

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. **CDI0178P16** for **Hiring of services for Operation & Maintenance of OIL's 2(two) nos. Drilling rigs for a period of 2 years** for any commercial / Legal purpose etc.

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

**Authorised Person's Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

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.

**E-TENDER NO. CDI0178P16**

**PROFORMA-IV**

**PROFORMA FOR BIDDER'S EXPERIENCE**

Sl. No.	Description of service	Contract No.	Client	Contract amount	Contract start & end date
1					
2					
3					
4					

**NOTE:** OIL AT ITS DISCRETION MAY VERIFY THE ABOVE DETAILS FROM THE CLIENT MENTIONED ABOVE OR FROM OTHER SOURCES AND WRONG INFORMATIONS FURNISHED BY THE BIDDER IN SUCH CASES SHALL DISQUALIFY THE BID

SIGNATURE (BIDDER)

NAME : \_\_\_\_\_

SEAL (BIDDER)

**PROFORMA FOR BIDDER'S PERSONNEL EXPERIENCE:**

Name & address of the person with position Age & date of birth Educational qualification and year of passing

Name & address of client Period Type of work job responsibility Remarks

From To

1. Name:

2. Father's name:

3. Address:

4. Educational qualification:

5. Past experience:

NOTE: CERTIFICATE AND PASSPORT SIZE PHOTOGRAPH TO BE ENCLOSE ALONGWITH THIS  
PROFORMA

**E-TENDER NO. CDI0178P16**

**PROFORMA-VI**

**FORMAT FOR UNDERTAKING**  
**(IN TERMS OF CLAUSE NO. 30.0 OF SECTION-II (SPECIAL CONDITIONS OF CONTRACT) OF**  
**PART-III (SCC) OF TENDER NO. CDI0178P16)**  
**(On Non-Judicial Stamp Paper of Rs. 100/-)**

**TO BE NOTORISED**

To

**HEAD-CONTRACTS  
OIL INDIA LIMITED  
DULIAJAN**

Dear Sirs,

**UNDERTAKING/DECLARATION BY THE BIDDER IN RESPECT OF TENDER NO CDI0178P16**

This is in connection with the Bid submitted by me/us, .....(Name of Bidder), against Tender No.CDI0178P16 for Hiring of Services for O&M of 1 (One) / 2 (Two) **[Strike out whichever is not applicable]** Drilling Rig(s).

I/We the afore mentioned Bidder against the subject tender understand that minimum wages may increase from time to time as notified by statutory authority and hereby undertake that in case contract against the subject tender is awarded to me/us, I/We shall not make Company (Oil India Limited) liable to reimburse me/us for such statutory increase in the wage rates of the labours/workers appointed by me/us during the entire period of the contract, including extension if any.

I/We further undertake that in case contract against the subject tender is awarded to me/us, I/We will pay my/our workers the increased wages as notified under the Minimum Wages Act from time to time and such statutory or any other increase in the wages rates of contract labour deployed by me/us shall be borne solely by me/us during the entire period of the contract, including extension if any, without any cost implication whatsoever upon the Company (Oil India Limited).

I/We further agree and undertake that in case of any violation of the above undertaking, Oil India Limited (OIL) shall be at liberty to take appropriate action against me/us in terms of the Tender/Contract.

I/We declare that the information given above is true and any misstatement, misrepresentation, or suppression of facts in connection with the above undertaking may entail rejection of the bid and cancellation of contract, if awarded.

Yours faithfully,

**1. Authorized Signatory with Seal \_\_\_\_\_  
(Bidder)**

**Place:-**

**Date:-**

**FORMAT OF BID SECURITY (BANK GUARANTEE)**

To:  
M/s. OIL INDIA LIMITED  
For Head (Contracts)  
Duliajan, Assam, India, Pin - 786 602.

WHEREAS, (Name of Bidder) \_\_\_\_\_ (hereinafter called "the Bidder") has submitted their offer Dated \_\_\_\_\_ for the provision of **Hiring of services for Operation & Maintenance of OIL's 1 (One) / 2 (Two) [Strike out whichever is not applicable] Nos. Drilling rigs for a period of 2 years with a provision for extension of 1 year** (hereinafter called "the Bid") against OIL INDIA LIMITED, Duliajan, Assam, India (hereinafter called the Company)'s **IFB No. CDI0178P16.**

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

SEALED with the common seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_ 2016.

THE CONDITIONS of these obligations are:

(1) If the Bidder withdraws their Bid during the period of Bid validity specified by the Bidder; or  
(2) If the Bidder, having been notified of acceptance of their Bid by the Company during the period of Bid validity:

(a) Fails or refuses to execute the form of agreement in accordance with the Instructions to Bidders; or

(b) Fails or refuses to furnish the Performance Security in accordance with the Instructions to Bidders;

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

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

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 in INR.

\* \* Date of expiry of Bank Guarantee should be minimum 210 days from the date of opening of Technical Bid i.e minimum up to **05.10.2016.**

**E-TENDER NO. CDI0178P16**

**PROFORMA-VIII**

**[TO BE FILLED-UP / SUBMITTED BY THE VENDOR ON ITS LETTER HEAD FOR  
E-REMITTANCE]**

Name:

FULL Address:

Phone Number:

Mobile Number:

E-mail address:

Fax Number:

Bank Account Number (in which the Bidder wants remittance against invoices):

Bank Name:

Branch:

Address of the Bank:

Bank Code:

IFSC/RTGS Code of the Bank:

NEFT Code of the Bank:

PAN Number:

Service Tax Registration Number:

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Signature of Bidder with Official Seal



**STANDARD FORMAT OF PERFORMANCE SECURITY (BANK GUARANTEE)**  
**(TO BE FURNISHED BY THE CONTRACTOR IN CASE OF SUBMITTING PERFORMANCE SECURITY IN THE FORM OF BANK GUARANTEE AFTER ISSUE OF LOA)**

To,  
**OIL INDIA LIMITED**  
**DULIAIJAN – 786602**  
**ASSAM**

**ON NON – JUDICIAL STAMP PAPER OF ADEQUATE VALUE**  
**AS PER STAMP DUTY ACT**

This deed of guarantee made between ..... (**Full address of the issuing Bank**) ..... having the head office at ..... (hereinafter called the “Bank”, which expression, unless repugnant to the context or contrary) to the ONE PART and Oil India Limited, a Company incorporated in India, having its Registered Office at Duliajan 786602, Assam (hereinafter called “OIL”, which expression shall include its successors and assignees) of the OTHER PART.

Whereas OIL has placed a contract vide Contract No./**Agreement No.** ..... (hereinafter referred to as the said “Agreement”) for ..... (brief description of the nature of the contract) ..... for the period from ..... to ..... with M/s. ....(**Contractor**) ..... (Full address of the contractor) ..... having its Regional Headquarters at .....(hereinafter called the “said Contractor”).

And whereas it is one of the terms of the said Contract/Agreement that the said Contractor shall furnish to OIL a guarantee to the extent of **Rs.** ..... (Rupees ..... ) towards the security deposit / mobilization advance/ release of retention money/performance security from a Bank. Whereas the Bank has, at the request of the Contractor, agreed to give in favour of OIL a guarantee in the manner hereinafter appearing which OIL has agreed to accept.

1. We, the Bank, do hereby undertake to pay to OIL an amount not exceeding **Rs.**..... (Rupees ..... ) against any loss or damage caused to or suffered or would be caused to or suffered by OIL by reason of any breach by the said Contractor of any of the terms and conditions contained in the said Agreement.

2. We, the Bank, do hereby undertake to pay the amounts due and payable under this guarantee without any demur merely on receipt of a written demand from OIL stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by OIL by reason of any breach by the said Agreement or by reason of the Contractor’s failure to perform, the said Agreement provided such demand in writing is received by the Bank on or before ..... Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee, subject however, our liability under this guarantee shall be restricted to an amount not exceeding Rs. ....

3. We, the Bank, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of OIL under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till OIL certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor and accordingly discharges the guarantee or till..... whichever is earlier. Unless a demand or claim under this guarantee is made on and received by us in writing on or before ..... we shall be discharged from all liabilities under this guarantee thereafter.

4. We, the Bank, further agree with OIL that OIL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by OIL against the said Contractor and to forbear or to enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability during the currency of this guarantee by reason of any such variation or extension being granted to the said Contractor or for any forbearance, act or omission on the part of OIL or for any indulgence shown by OIL to the said Contractor or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of so relieving us.

5. We, the Bank, undertake not to revoke this guarantee during the currency of this guarantee except with the previous consent of OIL in writing.

6. This guarantee shall not in any way be affected by the change in the constitution of the contractor or us nor shall be affected by the change in the constitution, amalgamation, absorption or reconstruction of the contractee company or otherwise but shall ensure for and be available to and enforceable by the absorbing, amalgamated or reconstructed company of the contractee.

7. Notwithstanding anything contained in the foregoing our liability under this guarantee is restricted to Rs. .... (Rupees ..... ) our guarantee shall remain in force until..... Unless a claim in writing is received in this office before the close of business on ..... all your rights under this guarantee shall be forfeited and we shall be released and discharged from all liabilities thereunder.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2016

Place: ..... (Address of the Bank/Branch in full)

**AUTHORIZED SIGNATORY WITH SEAL AND  
AUTHORIZATION NUMBER**