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.	**CDI4681P15**
Description of Service	**HIRING OF SERVICES FOR MAN MANAGEMENT OF OIL'S 1(ONE) WORK-OVER RIG FOR A PERIOD OF 4 YEARS.**
Type of Bid	**SINGLE STAGE TWO BID SYSTEM**
Period of Sale of Bid Document	**28.08.2014 TO 10.09.2014**
Bid Closing / Opening Date & Time	**17.09.2014 (11:00 HRS / 14:00 HRS : Server Time)**
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	**Rs. 5000.00**
Bid Security (EMD)	**Rs. 344000.00** The Bid Security should be in the form of **a BANK DRAFT / BANKER'S CHEQUE/ BANK GUARANTEE (valid for minimum 210 days from the date of Technical bid opening i.e minimum up to 14.04.2015**) favouring OIL INDIA LIMITED, payable at DULIAJAN for the amount applicable and purchased from any Nationalised / Scheduled Bank. Original hard copy of Bid Security should reach the office of HEAD-CONTRACTS before Bid opening date and time. A scanned copy of this document should also be uploaded along with the Unpriced Techno-Commercial Bid documents.
Pre-Bid conference	A pre-Bid conference will be held on **05.09.2014** at **Duliajan, Assam, India** for providing clarifications to prospective bidders on Bid Rejection Criteria (BRC) / Bid Evaluation Criteria (BEC), Terms of Reference/Technical Specifications, Terms and Conditions of the IFB to enable them to understand the exact service requirement of the company. Bidders interested to attend the pre-bid conference should contact/intimate well in advance (at least 4 working days prior to pre-bid conference) for details of the venue & time, to the Head-Contracts, Oil India Limited., P.O. Duliajan-786602, Phone: (91)374-2800548 / 2808652 / 2808664, Fax: (91)374-2803549, E-mail: contracts@oilindia.in At the most 2(two) representatives from each prospective bidder shall be allowed to participate in the pre-bid conference. All costs for attending the pre-bid conference shall be to prospective bidders' account. The prospective bidders shall submit their queries through E-mail / Fax / Courier addressed to Head-Contracts, Oil India Limited., Duliajan-786602, Assam and ensure that it reaches Head-Contracts office at Duliajan at least 4(four) working days prior to the date of pre-bid conference. OIL shall reply / clarify their queries in the pre-bid conference. OIL will not be responsible for non-receipt or late receipt of any bidder's query in OIL's office. **Bidders shall have to buy bid document to attend pre-bid conference.**

2.0 For participation, the interested Bidder(s) should submit / send application along with the requisite Cost of Bid Document to reach the following address within the period of sale (inclusive both the days i.e. start date & end date) of Bid document :

HEAD-CONTRACTS, CONTRACTS DEPARTMENT, OIL INDIA LIMITED, DULIAJAN, DISTRICT: DIBRUGARH, PIN- 786 602 (ASSAM)

2.1 Cost of Bid Document (Non-Transferable and non-refundable) is to be paid to Oil India Limited, P.O.- Duliajan, Assam-786602 by Demand Draft / Banker's Cheque from any Nationalised / Scheduled Bank in favour of OIL INDIA LIMITED and payable at Duliajan.

2.2 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.: CDI4681P15
Description of Services: Hiring of services for Man Management of OIL's 1(one) work-over Rig

2.3 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 2.3 (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 man-management services for operation of Drilling/Work-over rigs to OIL/ONGC either through Man-management services contract or charter hire 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 at the time of deployment.

b) To quote for full service as laid down in TERMS OF REFERENCE/ TECHNICAL SPECIFICATIONS/ DETAILS OF SERVICES.

4.1.3 The bidder has to categorically accept all the clauses under General Conditions & Special conditions.

4.1.4 Bidder should highlight in their technical bid separately the list of clauses where they have not agreed in toto indicating the nature of deviation.

4.1.5 This is a "ZERO deviation" tender. No deviation of any tender clauses shall be acceptable and the offer with any deviation shall be straightway rejected.

4.2 FINANCIAL:

4.2.1 The bidder's average Annual financial turnover as per Audited Annual Reports for the last three accounting years ending **31.03.2013** should be at least **Rs. 103.20 Lakhs (Rupees One Crore Three Lakhs Twenty Thousand only)** and the relevant documents shall be submitted along with the Un-priced Techno-Commercial bid.

4.2.2 The bidder must have experience of successfully completing either one of the following three similar works (Man Management Services for operation of Drilling / Work-over rigs to OIL/ONGC either through Man-management services contract or Charter Hire contract) during last 7 years ending bid closing date. Necessary documents to substantiate the valuation of completed works must be forwarded along with the technical bid.

i. Three similar completed works each costing not less than **Rs. 137.52 Lakhs (Rupees One Crore Thirty Seven Lakhs Fifty Two Thousand only)**

Or

ii. Two similar completed works each costing not less than **Rs. 171.90 Lakhs (Rupees One Crore Seventy One Lakhs Ninety Thousand only)**

Or

iii. One similar completed works each costing not less than **Rs. 275.10 Lakhs (Rupees Two Crores Seventy Five Lakhs Ten Thousand only)**

4.2.3 The bidder must have their own P.F. Code No. Documentary evidence of possession of the same from the appropriate govt. authority is to be submitted along with the bid. Otherwise the bids will be rejected.

5.0 PSU's and SSI units registered with NSIC claiming exemption from payment of tender fee should submit their request with all credentials at least 7 days in advance to get access for participation in the tender.	
6.0 The link to OIL's E-Procurement portal has been also provided through OIL's web site (www.oil-india.com).	
7.0 The details of IFB / Bid Documents can be viewed using "Guest Login" provided in the E-Procurement portal.	
8.0 In order to bid for OIL's e-tenders; all the bidders are requested to obtain a legally valid Digital Certificate (Class III with Organisation) as per Indian IT Act from the licensed Certifying Authorities (CA) operating under Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India.	

HEAD- CONTRACTS

DATE: 26.08.2014 **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 MAN MANAGEMENT OF OIL'S 1(ONE) WORK-OVER RIG FOR A PERIOD OF 4 YEARS.

LOCATION : Assam, Arunachal Pradesh & Any other North Eastern States of India.

CONTRACT PERIOD : 4 (Four) Years.

BID SECURITY : Rs. 3,44,000.00 (RUPEES THREE LAKHS FORTY FOUR THOUSAND ONLY)

BID CLOSING/ OPENING DATE & TIME : 17.09.2014 (11:00 HRS/14:00 HRS)

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

No.________________________________ dated___________ of_______________________________

Original hard copy of (a) should reach the office of HEAD-CONTRACTS before Bid opening date and time, otherwise Bid will be rejected. A scanned copy of this document 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** 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 shall deposit the requisite **BID SECURITY DEPOSIT** in the form of **Demand Draft / Banker's Cheque / Bank Guarantee (should be valid for minimum 210 days from the date of opening of Technical Bid i.e minimum upto 14.04.2015)** 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 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.

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**: If it is found at any time that, a Bidder / Contractor has / had furnished fraudulent documents / information, the Bid Security / Performance Security shall be forfeited and the bidder / contractor shall be debarred for a period of three (03) years from the date of detection of such fraudulent act, besides legal action.

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 (SCPME)
Part-V - Safety Measures (SM)
Part-VI - Integrity Pact
Proformas, Annexures and Exhibits
Price Bidding Format

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

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

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 "TECHNICAL" 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 Collaboration Folder (c-Folder) will be opened. Therefore, the bidder should ensure that Technical bid is uploaded in the c-Folder link (collaboration link) under "Technical RFx Response" Tab Page only. No price should be given in above c-Folder; otherwise the offer will be rejected. Please go through the help document provided in OIL's e-Portal, in detail before uploading the document.

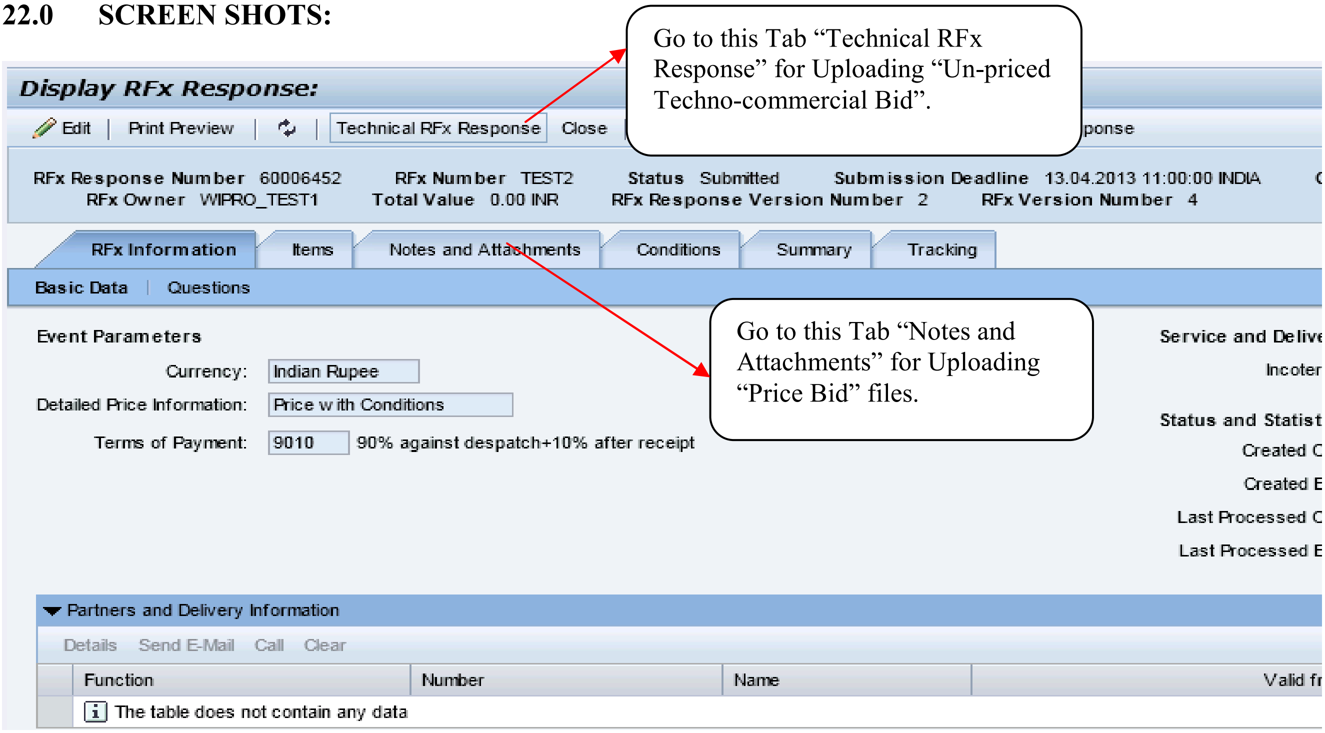
NB: All the Bids must be Digitally Signed using "Class 3" digital signature certificate with Organizations Name *(e-commerce application)* as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities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

21.0 The Integrity Pact is applicable against this tender:

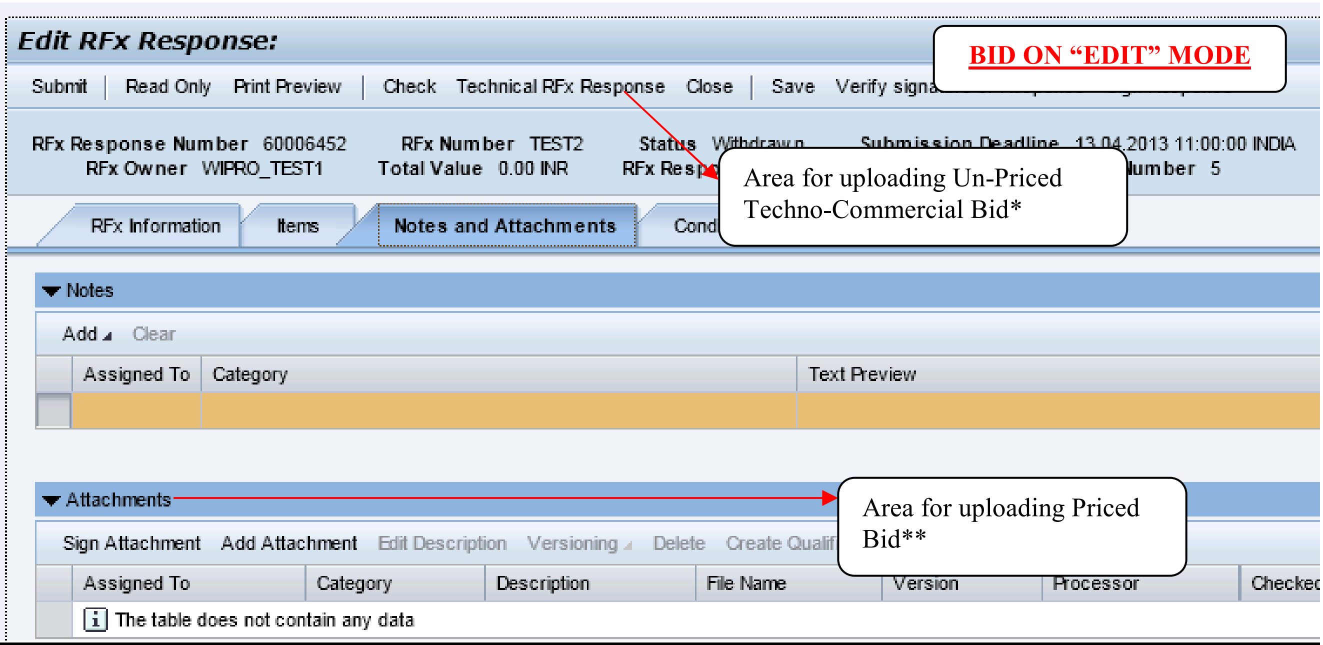
OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide "Part-VI- Integrity Pact" of the tender document. This Integrity Pact proforma has been duly signed digitally by OIL's competent signatory. The proforma has to be returned by the bidder (along with the Un-priced Techno-Commercial Bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Any bid not accompanied by Integrity Pact Proforma duly signed (digitally) by the bidder shall be rejected straightway. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who sign the Bid.

(Note: Shri N. Gopalaswami, IAS (Retd), Ex-CEC, Phone No.: 91-44-2834-2444(Res), 91-9600144444(Cell); E-mail : gopalaswamin@gmail.com; Shri R. C. Agarwal, IPS(Retd), Phone No. : 91-11-22752749(Res), 91-9810787089(Cell); E-mail: rcagarwal@rediffmail.com have been appointed as Independent External Monitors)

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 Atachment, 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.

HEAD-CONTRACTS

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

IFB NO. CDI4681P15
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**
h) Safety Measures (SM): **Part-V**
i) Integrity Pact: **Part-VI**
j) Price Bidding Format (Attached under "**Notes and Attachments**" tab in the main bidding engine of OIL's e-Tender portal).
k) Proformas, Annexures & Exhibits.

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 C-folder under the tab "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 [C-folder under the tab "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 Bid Security should be sent separately to reach on or before Bid opening date and time.
(vi) Integrity Pact.

Note: Please note that no price details should be uploaded in UN-PRICED TECHNO-COMMERCIAL BID in c-Folder link (collaboration link) 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.

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 it’s 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 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 not be permitted by System to make any changes in their bid after the bid has been uploaded by the bidder. Bidder may however request the administrator through the system for returning their bids 03(three) days before the bid closing date and time for re-submission except in condition mentioned in clause 12.1. But, no such request would be entertained once the due date 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 the Bid opening Date & Time mentioned in the "Forwarding Letter". Timely delivery of the same at the address mentioned in the Forwarding Letter is the responsibility of the Bidders.

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 The Bidder after submission of bid may modify or withdraw its bid by written notice before 03(Three) working days prior to bid closing date.

11.2 A withdrawal notice must also be sent by fax / e-mail but followed by a signed confirmation copy, postmarked not later than the deadline for submission of bids.

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

11.4 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 No request from bidders for extension of Bid Closing Date & Time will be accepted against the tender. 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 Collaboration Folder(C-Folder) will be opened. Bidders therefore should ensure that Un-priced Techno-Commercial bid is uploaded in the C-Folder link under Technical RFx 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 vise 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:

If it is found that a bidder has furnished fraudulent information / documents, it shall constitute sufficient ground for annulment of the award and the party shall be debarred for a period of 3(three) years from the date of detection of such fraudulent act besides the legal action.

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 — Invoice Serial No.................................
Oil India Limited, Duliajan, Assam — 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 12.36 % on (A) above(In case of taxable value of service is not 100%, than specify the value of taxable service and apply 12.36 % of the qualifying amount) (e.g. if the value of service is only 40%, than service tax should be calculated at 12.36% 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)

The following technical and commercial BRC/BEC will govern the evaluation of bids received against this tender. A bid determined as non-responsive will be rejected without further evaluation.

A. BID REJECTION CRITERIA (BRC) -

PART-I:

1.1 TECHNICAL:

1.1.1 The bidder must have a minimum of 1(one) year continuous experience of providing man-management services for operation of Drilling/Work-over rigs to OIL/ONGC either through Man-management services contract or charter hire 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 at the time of deployment.

b) To quote for full service as laid down in TERMS OF REFERENCE/ TECHNICAL SPECIFICATIONS/ DETAILS OF SERVICES.

1.1.3 The bidder has to categorically accept all the clauses under General Conditions & Special conditions.

1.1.4 Bidder should highlight in their technical bid separately the list of clauses where they have not agreed in toto indicating the nature of deviation.

1.1.5 This is a “ZERO deviation” tender. No deviation of any tender clauses shall be acceptable and the offer with any deviation shall be straightway rejected.

1.2 FINANCIAL:

1.2.1 The bidder’s average Annual financial turnover as per Audited Annual Reports for the last three accounting years ending **31.03.2013** should be at least **Rs. 103.20 Lakhs (Rupees One Crore Three Lakhs Twenty Thousand only)** and the relevant documents shall be submitted along with the Un-priced Techno-Commercial bid.

1.2.2 The bidder must have experience of successfully completing either one of the following three similar works (Man Management Services for operation of Drilling / Work-over rigs to OIL/ONGC either through Man-management services contract or Charter Hire contract) during last 7 years ending bid closing date. Necessary documents to substantiate the valuation of completed works must be forwarded along with the technical bid.

i. Three similar completed works each costing not less than **Rs. 137.52 Lakhs (Rupees One Crore Thirty Seven Lakhs Fifty Two Thousand only)**

Or

ii. Two similar completed works each costing not less than **Rs. 171.90 Lakhs (Rupees One Crore Seventy One Lakhs Ninety Thousand only)**

Or

iii. One similar completed works each costing not less than **Rs. 275.10 Lakhs (Rupees Two Crores Seventy Five Lakhs Ten Thousand only)**

1.2.3 The bidder must have their own P.F. Code No. Documentary evidence of possession of the same from the appropriate govt. authority is to be submitted along with the bid. Otherwise the bids will be rejected.

PART-II: COMMERCIAL

2.1 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.

2.2 Bid security shall be furnished as a part of Un-priced Techno-Commercial Bid. 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 **14.04.2015**.

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

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

2.5 Bid received in the form of Telex / Cable / Fax / E-mail will not be accepted.

2.6 Bid shall be typed or written in indelible ink and Original bid shall be signed by the bidder or his authorised representative on all pages failing which the bid will be rejected.

2.7 Bid shall contain no interlineation, 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.

2.8 Any bid containing false statement will be rejected and action will be taken by Company as per Bid Document.

2.9 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.

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

- **i)** Performance Guarantee Bond clause.
- **ii)** Force Majeure Clause
- **iii)** Tax liabilities Clause
- **iv)** Arbitration clause
- **v)** Acceptance of Jurisdiction and Applicable Law.
- **vi)** Liquidated damage cum penalty clause.
- **vii)** Integrity Pact

2.11 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.

2.12 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.

2.13 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.

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

2.15 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. Any bid not accompanied by Integrity Pact Proforma duly signed (digitally) by the bidder shall be rejected straightway. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who sign the Bid.

PART-III: GENERAL

3.1 This is a "ZERO deviation" tender. No deviation of any tender clauses shall be acceptable and the offer with any deviation shall be straightway rejected.

3.2 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 Evaluation Criteria and such clarification fulfilling the 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.

3.3 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.

3.4 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.

3.5 If any of the clauses in the BRC contradict with other clauses of bidding document elsewhere, the clauses in the BRC shall prevail.

3.6 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.

3.7 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.

B. BID EVALUATION CRITERIA (BEC):

B.1 The total evaluated service charges for the bid will be worked out with respect to the following estimated requirement of work load. The actual work load may however differ considerably from the estimated work load and payment will be made for the actual work done against invoices raised for the purpose.

Estimated work load for bid evaluation for 4 (four) years i.e. 1461 days only:

i)	Mobilisation (A)	= 01 Lumpsum
ii)	Operating Day Rate (B)	= 953 days
iii)	Number of Inter location move	= 60
iv)	Inter Location Movement Rate (C)	= 300 days
v)	*Over Time Rate (D)	= 2000 hrs
vi)	Number of off-days	= 208

B.2 To ascertain the inter-se-ranking, the comparison of the responsive bids will be made on the basis of total financial outgo calculated as below:

GRAND TOTAL AMOUNT (in Rs) FOR EVALUATION = (A x 01) + (B x 953) + (C x 300) + (D x 2000)

*Over Time Rate (D) per Hour = Operating Day Rate ÷ 16

BIDS WILL BE EVALUATED EXCLUSIVE OF SERVICE TAX.

NOTES:

1. Only one (once for the entire contract period including extension if any) Mobilisation is applicable.

2. No Demobilisation is applicable.

3. Rates for Force Majeure and Standby are not applicable for bid evaluation and will be paid as per Terms & Conditions of the contract.

4. Over Time Rate will be on prorate basis on "Operating Day Rate" and hence bidders need not to quote.

5. The Rig key personnel will avail off on every Sunday normally.

6. In case of well urgencies the contractor have to work during Sunday or any other day also with overtime and will be paid on prorate basis.

7. No. of days for Inter Location Movement is estimated @ 5 days per move for 60 moves.

8. The quoted Amounts/ Rates should be inclusive of all applicable taxes and liabilities but **EXCLUDING SERVICE TAX**.

9. Bidders shall have to submit 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. Bids with un-realistic price not conforming to the minimum wage act shall be rejected.

C. AWARD OF CONTRACT:

Award of contract will be done as under:

(a) The status of the successful bidders will be determined as L1, L2, L3, L4 etc. on the basis of acceptable total financial outgo worked out as per BEC criteria as above.

(b) The lowest evaluated bidder (L-1) bidder will be offered the contract for providing the requisite services.

(c) In case, if L-1 bidder happens to be two or more than two, contract will be awarded on the basis of lottery.

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

DESCRIPTION OF WORK/SERVICES:-

Hiring of services for Man Management of OIL's 1(one) work-over Rig for a period of 4 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, Arunachal Pradesh & Any other North Eastern States of India.

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 **208 weeks** 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:**

Any dispute under this contract will be settled through Arbitration as per Indian Arbitration and Conciliation Act, 1996.
Place of Arbitration: Duliajan

22. **FORCE MAJEURE:**

Force Majeure (exemption) Clause of the International Chamber of Commerce (ICC Publication No. 421) is hereby incorporated in this contract.

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:**

If it is found that a Bidder/Contractor has furnished fraudulent document/information the party shall be debarred for period of 3(three) years from date of detection of such fraudulent act, besides the legal action.

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 mobilization / 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 MAN MANAGEMENT OF OIL'S 1 (ONE) WORK-OVER RIG FOR A PERIOD OF 4 YEARS.

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

Item No.	Description of Services	UOM	Quantity
10	**Mobilisation** - On the date and time at which the Contractor mobilizes his complete crew personnel as specified in the contract for commencement of operation at the specified site shall be considered as mobilization of the crew	ACTIVITY UNIT	1
20	**Operating Day Rate** - Day rate charges for personnel during operation shall apply upon commencement of rig operation after complete mobilisation of personnel and will cease after completion of rigging down of Outfit	DAY	953
30	**ILM Rate** - The inter location movement rate will apply from the completion of rigging down Outfit and when the Rig package is ready to move to next location till the complete transfer of Rig package to the forward location.	DAY	300
40	**Overtime** - Over Time Rate per Hour = Operating Day Rate ÷ 16	HOUR	2000

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. Mobilisation Period: 30 (thirty) days from the date of issue of LOA.
5. Tenure of Agreement: 4 (Four) Years.
6. The quantity mentioned is purely for evaluation purpose only. However, payment shall be made as per actuals.

SECTION I

1.0 EFFECTIVE DATE, DATE OF COMMENCEMENT OF CONTRACT AND DURATION OF CONTRACT:

1.1 The contract shall become effective as on the date company notifies contractor in writing that the contract has been awarded.

1.2 The date on which the contractor's personnel along with necessary tools, equipment etc. arrive at Duliajan and WORKOVER RIG is rigged up at the first work-over location nominated by the Operator and ready to carry out work-over jobs in the well, will be the commencement date of the contract.

1.3 The contract shall be for a period of 4 (four) years.

2.0 DEFINITIONS / TERMS:

The following words and phrases shall have the meanings hereby assigned to them except where the contract otherwise requires.

2.1 Company means OIL INDIA LIMITED (OIL) the Operator and Contractor/ The Contractor means the successful bidder.

2.2 OIL (OIL INDIA LIMITED)/ Operator means the person or persons appointed and approved in writing from time to time by the Operator to act on its behalf for overall co-ordination and project management at site.

2.3 'Engineer' means the person or persons/agencies appointed from time to time by the Operator to act on its behalf to the extent so authorized and notified in writing to the Contractor.

2.4 'Engineer's Representative' means any resident engineer or assistant of the engineer appointed by the Operator to perform the duties set out in Article whose authority is notified in writing to the Contractor by the Engineer.

2.5 'Operations' means the work-over operations as per Scope of Work of Contract.

2.6 'Site' means the lands/location specified by the operator under in or through which the operations are to be carried out, for the purposes of the contract together with any other places designated in the contract as forming part of the site.

2.7 'Commencement Date' is the date on which the contractor takes charge of the Work-over operation under this contract. It is applicable in case of delay in mobilization only, otherwise as per Clause 1.0.

2.8 'Guarantee' means the period and other conditions governing the warranty/guarantee in respect of the works.

2.9 'Contractor's Representative' means such person or persons duly appointed at the site by the Contractor in writing delegating authority to act on behalf of the Contractor in matters related to the work.

2.10 'Contractor's personnel' means the personnel to be provided by the Contractor as per the Contract.

2.11 'Mobilization of the Contractor' means deployment of all the specified crew by the Contractor to begin work at the first designated site.

2.12 'Demobilization of the Contractor' means removal of all the crew personnel and any belonging of contractor from the rig by the Contractor from the last site.

2.13 'Specification' means those specifications of the work relating to the industry standards and codes, work performance, quality and the specifications affecting the works and performance of the work detailed in the specifications of this contract.

2.14 'Day' means a calendar day of twenty four (24) consecutive hours beginning at 00:00 hours (midnight) and ending at 2400 hours (midnight) following, as referred to local time at site.

2.15 ‘Third party’ means any group, corporation, person of persons who may be engaged in activity associated with the work specified but who shall remain at arms length from the work and who shall not have a direct responsibility or authority under the terms of the contract.

2.16 ‘Work’ means all the work to be performed by Contractor under this Agreement.

2.17 ‘Facility’ means all properties of the Operator owned or hired which is or will be a part of the Operator's well site.

2.18 ‘Contract price’ means the sum or sums agreed to pay by the Operator as consideration for the work performed by the Contractor in the contract subject to any conditions thereto or deductions there from which may be made under the provisions of the contract.

2.19 ‘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.

2.20 ‘Company's base’ means Duliajan or subsequently changed place from where the equipment, spares, consumables etc. will be supplied/transported to the well site (Locations).

2.21 ‘Base camp’ means the camp or the hired accommodation where the Contractor personnel shall reside for carrying out the operations, OIL shall not assume any responsibility towards selection of land, operation, maintenance management etc. of camp / accommodation.

2.22 ‘Rig operating rate for personnel’ is applicable for the actual operation and completion of a work-over well as listed under 'Day rate'(clause No. 5.2 below in this section). This includes the period from rigging up of mast in a well to rig down of mast.

2.23 ‘Stand-by rate’ is applicable for the actual period as mentioned ' under schedule of rates.

2.24 ‘Rig-up’ means receiving of materials in new location and unloading of the same, placement/alignment/ hooking up of all tanks ,bunk-houses, pumps, any other rig machineries/ equipment & accessories, rigging up of mast and substructure, and to make rig & rig-package ready for commencement of work-over operation in all respect.

2.25 ‘Rig down’ means immediately after declaration for rig down/ rig-release after completion of work-over operation in present location, All pumps, tankages, all lines, any other rig machineries/ equipment & accessories to make ready to move to next location along with all other fittings, tubulars, tools and accessories. The rig down also includes rigging down of mast and making the rig with all rig-materials/package ready for move/ transportation to next location.

2.26 ‘Inter-location movement’ (ILM) : ILM means Rig down, Rig movement and Rig-up of the rig & rig package where Rig movement means transfer of rig and all rig-materials/ package from one location to another location as per company’s advice. Accordingly, the ILM rate will apply from the completion of rigging down of mast and when the rig is ready to move to next location till the start of work-over operation at the next location as per work-over operational programme.

2.27 ‘Base camp set up’ / accommodation: Contractor has to arrange their own accommodation at their own cost.

3.0 MOBILISATION and DE-MOBILISATION:

3.1 MOBILISATION: On the date and time at which the Contractor mobilizes his complete crew personnel as specified in the contract for commencement of operation at the specified site shall be considered as mobilization of the crew. On mobilisation of complete crew only, as certified by Company, the day rate for rig operation will be applicable. Mobilisation of contractor's personnel and equipment at Duliajan shall have to be completed within 30 days of awarding contract (date of issue of Letter of Award).

3.2 DEMOBILIZATION: On termination of the contract at end of the duration of the contract period, Contractor will have to demobilise his personnel and other belongings without delay.

Note: DEMOBILISATION CHARGES WILL NOT BE APPLICABLE IN THIS TENDER/ CONTRACT.

4.0 DUTIES & POWERS:

4.1 Company's (OIL) Representative:

The duties of the OIL's representative(s) are to act on behalf of the Company(OIL) for overall co-ordination and project management at location. The OIL Representative shall have an authority to order changes in the Scope of work to the extent, so authorised and notified by the Operator (OIL) to the Contractor in writing. The OIL Representative(s) shall liaise with the Contractor, monitor and progress so as to ensure the timely completion of work. Comkpany's(OIL) representative/ engineer shall ensure that the works are carried out in accordance with the specifications, scope and other terms and conditions of contract. The Engineer shall have the right to inspect at all reasonable intervals and pact of the works and necessary tests to be carried out and such work which is not in accordance with the contract. The Engineer will have right to scrutiny of the records for the work. In general the Engineer will have authority to oversee the execution of the work by the Contractor and to ensure compliance of provisions of the contract by the Contractor.

4.2 Contractor's Representative

The Contractor's Representative shall have all the powers required for the performance of the works. The OIL Representative shall liaise with the Contractor's Representative for the proper co-ordination of the works and or any other matter pertaining to the works.

5.0 COMPENSATION TO CONTRACTOR:

5.1 General:

The Company (OIL) agrees to pay Contractor for work performed/services rendered by the Contractor, a sum computed at the rates specific in the contract. The period of time for which each rate shall be applicable shall be computed from and to the nearest half hour. The rates contained in this contract are based on Contractor's operation being conducted at SIXTEEN (16) HOURS WORK DAY i.e. 2(TWO) SHIFTS WITH 8 HOURS PER SHIFT.

5.2 Day Rate:

Under this Contract, Contractor will be entitled to the applicable rate as defined in Schedule of Rates. These day rates are payable when the required condition has existed for a full 16 hours period. If the required condition existed for less than 16 hours then payments shall be made on prorate basis.

5.3 Firm Price:

The rates payable under this contract shall be firm during the term of the Agreement and no escalation shall be allowed under any circumstances.

5.4 Payment: For payments against the job done under the contract invoices shall be submitted by the Contractor every month covering the activities carried out during the period upto the end of preceding month and payment shall be made within 30 days from the date of receipt of undisputed invoices.

6.0 PERFORMANCE OF CONTRACTOR:

6.1 Contractor has to perform all its services under this Agreement with all reasonable skill, diligences and cares in accordance with sound industry practice to the satisfaction of the Operator and accepts full responsibility for the satisfactory quality of such services performed by it. Any defect/deficiencies noticed, Contractor within fifteen (15) days upon the receipt of written notice from the Company(OIL), shall improve their performance / correct such deficiencies failing which the Company(OIL) will have right to terminate the Contract by giving the Contractor written notice with immediate effect.

7.0 PERSONNEL:

(a) Contractor will furnish at its sole expense and under its exclusive responsibility deploy personnel as identified by them and approved by the Company (OIL). In case, the Contractor is not able to provide the personnel initially identified in their offer, and seeks for deployment of alternate personnel on rigs, he may do so by taking prior approval of the Company (OIL). The contractor must ensure that the alternate personnel fulfill the essential qualification & experience as per contract.

(b) In the event of any crew member listed is not deployed on duty for any reason the operating rate will be reduced by the combined rate applicable to that crew category as per the contract with the penalty as defined in clause DEFICIENCY under Special Conditions of this contract.

8.0 OVERALL CONDITIONS OF THE CONTRACT:

8.1 The Contractor shall carry out the operations in the work-over wells SIXTEEN HOURS A DAY [i.e. 2(TWO) SHIFTS OF 8 HOURS PER SHIFT] conforming to work-over Programme of the Company, which will be supplied to them prior to commencement of operations in each well. Alternative shift pattern may be suggested by the Contractor as per their convenience but has to be agreed to by Company. The guidelines and check list of S.O.P (Safe Operating Practice) must be followed by the contractor during work over operation. The copy of S.O.P will be made available to the contractor before commencement of work over operation.

8.2 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 contractor will have to obtain prior approval from the Company for the relief personnel of the Contractor.

8.3 Provision of proper safety appliances such as safety boots, helmets, gloves, safety goggles and protective clothing's etc. for all the contractor's personnel along with proper display of the Display Boards (to be provided by OIL) in well sites as per Mines Rules and OIL's advice will be Contractor's responsibility. In case of operational shut down due to safety audit, it is Contractor's responsibility to comply with all safety requirements and "ZERO" rate will be applicable for the payment during such shut down period.

8.4 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.

8.5 All security/entry passes into the Company's Industrial Area, whenever required by the Contractor's personnel in connection with the contract, shall be the responsibility of the contractor (the Company will assist to the extent possible). This is applicable only to key personnel of the Contractor at the discretion of the Company.

8.6 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. However, the Company will assist in obtaining those permits to the extent possible.

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

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

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

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

8.8 Contractor shall perform in accordance with and subject to the Terms of Reference/ Details of Services under this contract.

8.8.1 Perform the work described under details of services of the contract.

8.8.2 Except as otherwise provided in the Scope of Work of the contract, contractor will provide all labourers as required to perform the work under the contract.

8.9 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.

8.10 The Contractor shall provide the services of all categories of manpower as per the Contract. The personnel so deployed should have sufficient experience and knowledge in operation of oil and gas wells as specified in the contract. The personnel shall be competent and technically sound for well control operation, fishing operation, servicing and maintenance of rigs, repair of rig and equipment etc.

8.11 The minimum requirement of key personnel for carrying out any rig operation will be as per shift basis and shall be as per the Sl.No. 2.0 under 'SCOPE OF WORK AND ITS CONDITIONS'.

8.12 All supervisory staff rig personnel and other manpower engaged by the Contractor will be of Contractor's responsibility and the deployment of local labourers, wherever possible, will be engaged by the Contractor.

8.13 Before mobilization of his personnel, the Contractor will furnish the full bio-data together with appropriate certificates along with passport size photographs as to their eligibility in meeting the criteria sets forth hereof. Undertaking from contractor's personnel as per the furnished relevant Proforma must be submitted prior to engagement. The operator shall have the option to accept or reject any staff/personnel of the Contractor who do not meet the Company's requirements in which case the Contractor shall provide suitable alternative to the satisfaction.

8.14 The Company reserves the right to instruct for removal of any Contractor's personnel for:

- **(a)** Misbehavior, indiscipline and for misdemeanor and/or,
- **(b)** For technical incompetence and/or 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.

The time allowed to the Contractor for removal of personnel under (a) & (b) above shall be a maximum period of 24 hrs and 3 days respectively, from the time of such instruction given by Company.

8.15 Further, the replacement for these personnel shall be completed within 3 days from the date of the above instruction from the Company and will be at the cost of the Contractor. However, the continuity of operation shall not be disrupted on this account. Till such time the replacements are given within the time period specified above (from the date of instructions by the Company), the Contractor operating charges shall be reduced as per the Deficiency Clause of the Agreement.

8.16 All rig instruments, tools & equipments, as 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 stationery for the instruments will be provided by the Company on time to time as per requisition by the Contractor.

8.17 The Contractor will be responsible for all transportation of his personnel from their place of origin to base camp and back. However, the Contractor will also be responsible for all transportation facilities of his personnel including movement to work site from base camp of the Contractor. 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 equipped with all necessary first aid items (including a Stretcher) at well sites on all working day to meet any emergency. The vehicle should accommodate a Stretcher.

8.18 The contractor will also be responsible for all transportation of day to day well consumables to well site from Drilling as well as other concerned department's yard including loading and off loading of materials at both end.

8.19 Standard and hygienic catering and drinking water & any other need of the Contractor's personnel whether at base camp and at work site will be the responsibility of the Contractor. Company may anytime check for quality control.

8.20 Company will provide transport fleet as considered necessary with operator and helpers for rig up, rig down and rig movement. However, necessary personnel for receiving and stacking/ placing/ slinging of materials like chemicals, casings, drill pipes & other tubulars and any other items at well site will need to be supplied by the Contractor.

8.21 Contractor shall provide identity cards from his end, for his persons engaged for this contract. Company deserves the right to check the identity cards at any point of time during working hours at site. Person(s) not having identity cards shall be treated as unauthorized person(s) and shall not be allowed to perform duty.

8.22 The Contractor shall be responsible for controlling blow out. The Contractor shall function test Blowout Preventers (BOP) at least once every round trip or at such other times as instructed by the Company's representative.

8.23 The Company's representative will have complete access to the works and have the right to inspect smooth functioning of rig and equipment. The Company's representative shall have the right to instruct/direct any Contractor's personnel

8.24 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 accrue to the Company plus 7% towards handling charges on the cost of such replacement.

8.25 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).

8.26 The Contractor shall not make company liable to reimburse the contractor for the statutory increase in the wages rate of the contractor labour appointed by the Contractor. Such statutory or any other increase in the wages rates of contract labour shall be borne by the contractor.

8.27 The Contractor should carry out the job with due diligence and care and in accordance with good oilfield practices.

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

8.29 Contractor shall provide receipt for Company materials/well consumables received and furnish daily/weekly record of consumption/ utilisation in respect thereto in the prescribed formats as per the procedure of the Company.

8.30 The Company shall maintain the well site plinth and the approach road. However, it will be the Contractor's responsibility to carry out the minor well maintenance job and to maintain the effluent pit bundh/ dyke as will be required as a part of the well site maintenance.

8.31 Upon undertaking and completion of each activity / sub activity as stated in the contract, the Contractor shall invoice the same and such invoice must bear the date/time of commencement and date/time of completion.

8.32 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.

8.33 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.

8.34 The Contractor should inspect thoroughly the complete rig package before/during taking over charge. After inspection the Contractor should submit the report (to be provided by the Company). If certain items are not found by the Contractor, to be satisfactory on assessment, by both the parties, the same should be intimated to the Company urgently and Company in turn will take the necessary action/repair/replace at the earliest.

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

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

8.37 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.

8.38 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.

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

8.40 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 in presence of Company's representative. Contractor also must submit the monthly wages statement to the Company along with their invoices.

9.0 PREVENTION OF FIRE AND BLOW-OUTS:

9.1 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 to protect the hole. The Contractor should be responsible for taking all preventive and corrective measures for initial control of kick, inflow, fire and blowouts. After recognition of kick/ inflow, initial control of well to be taken up immediately and Contractor will inform the Company's Representative about the well condition and finally well will be controlled/ killed in consultation with the Company's Representative.

9.2 Contractor shall test the BOPs by making pressures test at least once in every 7 days or at such time as instructed by the Company representative. However, the testing procedure and frequency must comply with the Mines Rule. Contractor shall record the results of all such tests in the daily drilling report.

10.0 DISCIPLINE:

10.1 The Contractor shall maintain strict discipline and good order among their respective employees and their respective sub-contractors, if any, and shall abide by and conform to all rules and regulations promulgated by the operator and Contractor governing the operations at the assigned worksites. Should the operator feel with just cause that the conduct of any of the Contractor's personnel is detrimental to operator's interests; the operator shall notify Contractor in writing the reasons for requesting removal of such personnel. The Contractor shall remove and replace such employees at its expense within 7 days from the time of such instruction given by the Company.

11.0 OPERATOR'S RIGHT TO TAKE OVER:

11.1 In the event, the operator is justifiably dissatisfied with Contractor's performance during the operation of any well hereunder on account of unreasonably slow progress or in-competency as a result of cause reasonably within the control of the Contractor, the operator 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 operator 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 operator will be deducted from the Contractor's payment, in addition to imposing penalty as applicable as per the contract for the Contractor's failure.

12.0 WARRANTY AND REMEDY OF DEFECTS:

12.1 Contractor warrants that it shall perform the work in a first class, workmanlike, and professional manner and that all work shall be performed in accordance with highest quality, efficient, and current state of the art technology/inspection services and conformity with all specifications, standards and drawings set forth or referred to in the technical Specifications with instructions and guidance which Company may, from time to time, furnish to the Contractor.

12.2 Should Company discover at any time during the currency of this contract or within one year after completion of the operations that the work does not conform to the foregoing warranty, Contractor shall after receipt of notice from Company, promptly perform any and all corrective work required to make the services conform to the Warranty. Such corrective work shall be performed entirely at Contractor's own expenses. If such corrective work is not performed within a reasonable time, the Company at its option, may have such remedial work performed by others and charge the cost thereof to Contractor which the Contractor must pay promptly. In case Contractor fails to perform remedial work, the performance security shall be forfeited.

13.0 CONFIDENTIALITY, USE OF CONTRACT DOCUMENTS AND INFORMATION:

13.1 Contractor shall not, without Company's prior written consent, disclose the contract, or any provision thereof, or any conduct of operation hereunder including but not limited to depth, formation penetrated, the result of coring, testing and surveying furnished by or on behalf of Company in connection therewith, to any person other than a person employed by Contractor in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

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

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

14.0 TAXES:

14.1 Tax levied as per the provisions of Indian Income Tax Act and any other enactment/rules on income derived/ payments received under this contract will be on Contractors account.

14.2 Corporate income tax will be deducted at source form the invoice at the specified rate of income tax as per the provisions of Indian income Tax act as maybe in force from time to time.

14.3 Contractor shall be responsible for payment of personal taxes, if any, for all the personnel deployed in India.

14.4 The Contractor shall furnish to the Company, if and when called upon to do so, relevant statement of accounts or any other information pertaining to work done under this contract for submitting the same to the Tax authorities, on specific request by them. Contractor shall be responsible for preparing and filing the return of income etc. within the prescribed time limit to the appropriate authority.

14.5 Prior to start of operations under the contract, the Contractor shall furnish the Company with the necessary documents, as asked for by the Company and / or any other information pertaining to the contract, which may be required to be submitted to the Income Tax authorities at the time of obtaining 'No Objection Certificate' for releasing payments to the Contractor.

14.6 Tax clearance certificate for personnel and corporate taxes shall be obtained by the Contractor from the appropriate Indian Tax authorities and furnished to Company within 6 (six) months of the expiry of the tenure of the contract or such extended time as the Company may allow in this regard.

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

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

15.0 INSURANCE:

15.1 The Contractor shall arrange insurance to cover all risks in respect of their personnel, materials and equipment belonging to the Contractor or its sub-contractor during the currency of the contract.

15.2 Contractor shall at all times during the currency of the contract provide, pay for and maintain the following insurances amongst others:

a) Workmen compensation insurance as required by the laws of the country of origin of the employee.

b) Employees Liability Insurance as required by law in the country of origin of employee.

c) General Public Liability Insurance covering liabilities including contractual liability for bodily injury, including death of persons, and liabilities for damage of property. This insurance must cover all operations of Contractor required to fulfill the provisions under this contract.

d) Contractor's items provided by the Contractor for performance of the work hereunder shall have an insurance cover with a suitable limit (as per international standards).

e) Automobile Public Liability Insurance covering owned, non-owned and hired automobiles used in the performance of the work hereunder, with bodily injury limits and property damage limits shall be governed by Indian Insurance regulations.

f) Public Liability Insurance as required under Public Liability Insurance Act 1991.

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

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

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

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

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

15.8 All insurance taken out by Contractor or his sub-Contractor shall be endorsed to provide that the underwriters waive their rights of recourse on the Company.

16.0 CHANGES:

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

16.2 Both OIL & bidder may, after discussion, amend the well Programme from time to time by reasonable modifications as will be necessary depending on the well condition.

17.0 FORCE MAJEURE:

17.1 In the event of either party being rendered unable by 'Force Majeure' to perform any obligation required to be performed by them under the contract, the relative obligation of the party affected by such 'Force Majeure' will stand suspended as provided herein. The word 'Force Majeure' as employed herein shall mean acts of God, war, revolt, agitation, strikes, riot, fire, flood, sabotage, civil commotion, road barricade (but not due to interference of employment and any other problem of the Contractor) and any other cause, whether of kind herein enumerated or otherwise which are not within the control of the party to the contract and which renders performance of the contract by the said party impossible.

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

17.3 Should 'force Majeure' condition as stated above occurs and should the same be notified within seventy two (72) hours after its occurrence the 'Force majeure' rate shall apply for the first ten days. Either party will have the right to terminate the contract if such 'force majeure' condition continues beyond ten (10) days with prior written notice. Should either party decide not to terminate the contract even under such condition, no payment would apply after expiry of ten (10) days period unless otherwise agreed to.

18.0 TERMINATION:

18.1 This Contract shall be terminated upon completion of the job required to be done by the Contractor with full satisfaction of OIL.

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

18.3 Termination on expiry of the term:
This contract shall be deemed to have been automatically terminated on the expiry of the contractual period.

18.4 Termination on account of Force Majeure:
Either party shall have the right to terminate this Contract on account of Force Majeure as set forth in this Agreement.

18.5 Termination on account of Insolvency:
In the event that the Contractor at any time during the term of this contract becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt then the Company shall by a notice in writing have the right to terminate the contract and all the Contractor's rights and privileges hereunder shall stand terminated forthwith. In such eventuality the Company shall pay the Contractor the applicable day rate if due upon the date of termination of the contract.
As soon as petition, if any, is made for declaration of in solvency to the court, the Contractor shall keep the Company informed of the fact in writing.

18.6 Termination for unsatisfactory performance:
If the Company considers that the performance of the Contractor is unsatisfactory or not up to the expected standard the Company shall notify Contractor in writing and specify in detail the cause of dissatisfaction.

The Company shall have the option to terminate this contract if the Contractor fails to comply with the requisitions contained in the said written notice issued by the Company to the Contractor within 10 (ten) days of receipt thereof.

18.7 Termination at the sole discretion of the Company:
Notwithstanding anything contained herein, the Company may at its sole discretion terminate this contract, by giving to the Contractor 60 (Sixty) days written notice to that effect without assigning any reason whatsoever.

18.8 Termination due to change of ownership and assignment:
In case the Contractor's right and / or obligations under this contract and / or the Contractor's right title and interest to the Company are transferred or assigned without the Company consent, the Company may at its absolute discretion terminate this contract as per the provisions elsewhere in this Agreement.

18.9 Consequence of termination:
In all cases of termination herein set forth the obligation of the Company to pay the operating rate/or any other charges shall be limited to the period to the date of termination.

18.10 Notwithstanding the termination of this contract the parties shall reasonably continue to be bound by the provisions of this contract, which reasonably require some action or forbearance after such termination. The Contractor shall hand over Company representative / engineer in writing the equipment wise status of the rig/rigs covered in this contract and with latest action taken by him for fulfillment of scope of work.

19.0 ARBITRATION:
All disputes or differences whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of this contract or the breach thereof shall be settled by arbitration in accordance with the Rules of Indian Arbitration and cancellation Act, 1996. The venue of arbitration will be Duliajan, Assam. The award made in pursuance thereof shall be binding on the parties.

20.0 NOTICES:

20.1 Any notice given by one party to other pursuant to this contract shall be sent in writing or Fax and confirmed in writing to the applicable address specified below.

COMPANY	**CONTRACTOR**
(1) Head Drilling (Work-over) Drilling Department OIL INDIA LIMITED DULIAJAN – 786602, ASSAM, INDIA FAX No: 0374-2804254	
(2) Head Contracts Contracts Department OIL INDIA LIMITED DULIAJAN - 786602 ASSAM, INDIA FAX NO. 0374 – 2803549	

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

21.0 SUBCONTRACTING:

21.1 Contractor shall not subcontract or assign, in whole or in part, its obligations to perform under this contract, except with Company's prior written consent.

22.0 MISCELLANEOUS PROVISIONS:

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

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

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

22.3 The replacement of Key personnel during the tenure of the contract should be avoided as far as possible. However, due to extreme emergency if any key personnel is required to be replaced, the person should have equal experience and qualified which will again be subjected to approval by the company.

23.0 **PERFORMANCE SECURITY:** The contractor has furnished Bank Guarantee No.________________ dated ________ for Rs.________________________ valid up to ________________ issued by _________________________ towards Performance Security. 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. Company will discharge the bank guarantee not later than 30 Days following it's expiry.

- END OF SECTION I -

SECTION II

TERMS OF REFERENCE/ TECHNICAL SPECIFICATION:

DETAILS OF SERVICES:

1.0 OIL have continuous activities covering a wide range of areas in Assam and Arunachal Pradesh for exploration of crude oil and gas. A considerable numbers of Oil and gas wells, so far drilled with a depth range form 3000 m to 5600 m, are required work-over operation for retrieval of locked up potential or completion of initial testing.

1.1 The bid document provides the scope of work to be performed by the bidder/ contractor for work-over operation.

2.0 TECHNICAL SPECIFICATIONS:

The specifications of OIL owned work-over rigs to be awarded for operation & maintenance are as per exhibit-I. Out of, these work-over rigs any one work-over rig will be allocated to the bidder. Moreover, rig may be changed during course of operation as per discretion of OIL INDIA LIMITED.

3.0 DETAILS OF SERVICES:

3.1 The successful bidder has to provide qualified and experienced personnel (crew) to operate one Rig with two shift basis proposed under this tender.

3.2 The successful bidder has to carry out the work-over job as per Exhibit-II.

3.3 The successful bidder has to perform the other works as detailed in Exhibit-III. The expected time frame for carrying out the jobs is given in Exhibit-IV.

4.0 DURING THE WORKOVER OPERATION THE CONTRACTOR SHALL CARRY OUT THE FOLLOWING:

i) To measure the in going and out coming weight of the well fluid and keep record of the same in a most meticulous manner. The weight of the well fluid should be kept as per the well programme which will be handed over to contractor prior to resumption of the work. Loading / conditioning / preparing the work-over fluid shall be carried out by the contractor at site as specified by OIL.

ii) To service the rig, equipment and ancillaries and keep the materials in tidy manner, the contractor shall carryout running and preventive maintenance of the rig equipment and rig ancillaries.

iii) The contractor shall keep the record of economic consumption of diesel oil, lube oil, gear oil and day to day consumables required for the operation and forward the same to the authorized OIL's representative every day.

iv) The contractor shall check, fill up oil and start all the engines at site and keep the engines ready. Necessary diesel oil & lube oil will be supplied by OIL.

v) Detailed tally of tubular, tools, equipment etc. lowered in hole including dimensions sketches of bottom hole assembly have to be maintained by contractor, Tally book etc. will be provided by OIL.

vi) The contractor shall carry out all repair jobs which can be done at site. The following are the examples and not limited to.

- **a)** Adjustment of friction and sand line brakes.
- **b)** Replacement of air valves, air line connection etc.
- **c)** Adjustment of fan belts, transmission chain etc.
- **d)** Slipping, cutting and change of casing as well as sand line of the rig at site.
- **e)** To top up and fill up lube oil, gear oil, hydraulic oil etc. of the rig and ancillaries, Engines, pumps etc. at site every day. Carry out breakdown maintenance of all equipment which can be carried out at site. Assistance may be provided by OIL wherever possible/ required at the discretion of OIL.
- **f)** For repair of Rig equipment spares will be supplied by OIL.

5.0 The contractor shall carryout swabbing operation and after completion of same the rig and its equipment will have to be cleared off from all dirt, crude oil, sludge etc. if directed.

6.0 All the equipment supplied by OIL shall be kept in most tidy manner duly cleaned and serviced after each operation. All the tubulars laid-down on rack and other equipment are to be thoroughly cleaned with water after completion of job. Laid down doubles have to be cracked in singles on the rack.

7.0 Housekeeping and general condition of the rig equipment and sites shall be maintained by contractor as per standard oil field practices.

8.0 The Contractor shall ensure that the power packs of the rig engines and other ancillary engines are run in a most economic manner keeping in view the horse power requirement vis-à-vis string weight (hook load) in the hole.

9.0 The contractor shall make tubing's in doubles on rack during standby period without affecting the operation or as and when advised by OIL's representative.

10.0 After successful re-completion of the well, contractor shall divert the well to OCS/early production set up, which will be instructed to them by OIL's representative.

11.0 Any other job pertaining to the oil field operation but not referred to in this bid documents, shall be carried out by the contractor as advised by OIL's representative.

12.0 The contractor shall also be required to perform breaking out and making up of tubular doubles, servicing of rig and accessories, handling, tools, etc. simultaneously when well killing operation circulation or waiting on cement or milling operation are on.

13.0 All tally sheets, dimensional sketches, daily consumable list and miscellaneous spares consumed shall be handed over to OIL every day by the contractor.

14.0 Upon completion of work-over operation, and consequent upon rig movement to the forward location along with the contractor's rig personnel, the contractor shall deploy one or two competent personnel to transfer work-over fluid, if required, as and when instructed by OIL.

15.0 Similarly the contractor shall deploy one or two competent rig personnel to the forward location from the well under operation for placement of Statics, inter tank connections, hook up etc as well as to receive work-over fluid as and when instructed by OIL without affecting the progress of the well operation.

16.0 The contractor shall forward the theft cases, if any, during the course of operation or after completion of operations each and every day, within 12 hours of such occurrences. The theft report should be filled up in the format to be supplied by Oil and submitted to nearest police station with copy to OIL. However, if the material(s) is/ are lost due to contractor's negligence, it will be contractor's responsibility to replace/ compensate the same.

17.0 After completion of work-over rig movement to the forward location the contractor shall check thoroughly and inform OIL about any materials left behind at the well site in the format to be supplied by OIL.

18.0 After release of the forward location for work-over operations, a joint meeting will be carried out with the competent representative of the contractor and the OIL's representative.

19.0 **WORKING HOURS:** The contractor shall have to perform the work usually 16 (Sixteen) hours in two shifts of eight hours each in a day. In case of well urgency, the operation have to be continued beyond 16(Sixteen) hours up to a maximum of 24 hours in particular day /days [with maximum of 12 hours continuously in each shift], also during crew's off day / days i.e. on Sunday in a particular well, and will be paid overtime as applicable. Crew's weekly off day/days may be preponed or postponed on mutual agreement, depending upon the well urgency.

20.0 The contractor shall provide all types of first aid facilities including stretcher.

21.0 OIL shall provide emergency medical assistance to the contractor's personnel at their hospital at Duliajan on chargeable basis. However, the first aid facilities should be made available with first aid trained personnel at well site by the contractor. Any medical assistance requiring shifting of personnel to the hospitals other than OIL hospital shall be the responsibility of the contractor. Also shifting of injured person to OIL hospital from accident site will be contractor's responsibility.

22.0 The contractor shall clean and paint all parts of the rig equipment as per the standard practice of the oil industry. Paint and other consumable will be supplied by OIL.

23.0 At the end of contract, the contractor shall clean all equipment before handing them over to OIL.

24.0 Consumables and other materials e.g. filters, lube oil, cleaning materials, gaskets, indigenous spare parts etc. if any during the operational period of contract will be supplied by OIL which shall be utilised by Contractor for Rig operation as per Company's advice.

25.0 The contractor shall carry out the routine & pre-operation inspection & testing of rig equipment like BOP, Well Head, Manifolds, Control Units, drill pipe/ tubing strings, flow lines, Valves, vessels, Safety equipment/ device etc. as per the testing advice given by OIL from time to time.

26.0 The contractor must furnish warranty that it will perform the work in professional manner in accordance with the current state of the art of oilfield practices and in conformity with all specifications, set forth or referred to and with instructions and guidance which the operator may furnish from time to time.

27.0 The duty/off schedule of contractor's personnel must conform to Mines Act 1952 and other guidelines specified by Directorate General of Mines Safety, Dhanbad.

28.0 The contractor shall maintain a passenger vehicle with First-Aid Kit and driver at site, as emergency vehicle. The running/ maintenance and fuel liabilities shall be fully borne by the contractor. OIL's representative can also use this vehicle in case of emergency, if required.

29.0 The contractor shall rig up and rig down the necessary Logging, Coil-tubing and Hydro-frac tools and equipment and other related surface gear of OIL or other contractor as and when required.

30.0 The contractor shall clear away all rubbish and surplus materials from the site on completion of work and shall leave the site clean and tidy.

31.0 The contractor will be responsible for any pollution except noise pollution, during the operation. It will be contractor's responsibility to resolve any pollution problem with outside party, except noise pollution problem, if the pollution has resulted due to the negligence of the Contractor. However, the contractor shall take utmost care to mitigate the noise level of all the machineries under their control.

32.0 Contractor shall divert and engage their manpower in some other OIL operated rig on verbal/written advice from OIL's representative, discontinuing the present well as may be required by OIL time to time. In this case, they have to mobilize their personnel at short notice.

33.0 Contractor has to arrange the accommodation of their own for their personnel at their own cost.

34.0 RESPONSIBILITIES OF CONTRACTOR:

34.1 In the event of any fire or blowout, contractor shall use all reasonable means at their disposal to protect the well/ hole and bring the said fire or blowout under control.

34.2 Adverse Weather - Contractor, in consultation with company shall decide when, in the face of impending adverse weather conditions, to institute precautionary measures in order to safeguard the well, the well equipment, the Work-over Outfit 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.

34.3 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.

34.4 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.

34.5 Amendments of Work-over and completion programme - Contractor shall carry on normal round-tripping, completion, abandonment (if any) and all other associated operations including but not limited to rig down, assist in rig move etc. in accordance with the well policy which may be amended from time to time by reasonable modification as company deems fit and in consultation with contractor.

34.6 Contractor's Independent status - It is expressly understood that contractor is an independent contractor and that neither it nor its employees and its subcontractors are employees or agents of company provided, however, company is authorised to designate its representative, who shall at all time have access to the Work-over 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 mud and testing programmes, equipment and stock, examine cuttings, inspect work performed by contractor or examine records kept at well site by contractor.

34.7 Records to be kept by contractor - contractor shall keep and furnish to company an accurate records of the jobs performed on the daily Work-over 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.

34.8 Confidentiality of information - All information obtained by contractor in the conduct of operations hereunder, including but not limited to, depth, formations penetrated, testing, surveying etc. shall be considered confidential and shall not be divulged by contractor or its employees to anyone other than Company's Representative. This obligation of contractor shall be in force even after the termination of the contract.

34.9 Contractor shall carry out normal maintenance of the work-over rig & company's other items at well site excepting for those items which contractor is not qualified to, or cannot maintain or repair, with its normal complement of personnel and equipment.

34.10 Contractor shall arrange and provide extra labour in exceptional case (when there is big load) at the time of rig move with Company's prior approval and company agrees to reimburse costs of the same.

35.0 RECORDS, REPORTS, INSPECTION:

The contractor shall, at all times, permit the company and its authorised employees and representatives to inspect all work performed and to witness and check all measurements and tests made in connection with the said work. The contractor shall keep an authentic, accurate history and logs including Maintenance Records (as per OIL's advice), Safety Records, Applicable Statutory Records of each well including major items consumed and received on rig, which shall be open at all reasonable times for inspection by the company and its authorised employees and representatives. The contractor shall provide the company designated representatives with a daily written report, on form prescribed by the company showing details of operations during the preceding 24 (twenty four) hours and any other information related to the said well requested by the company whenever so requested. The contractor shall not, without company written consent allow any third person(s) access to the said well, or given out to any third person information in connection therewith.

36.0 WATER MANAGEMENT:

i) Strict control has to be made on the use of water. Wastage of water increases the effluent volume in the pit and may aggravate pollution problems.

ii) The valves, glands, hoses etc. are to be checked for any leakages and the same is to be arrested if possible without delay, failing which contractor must inform immediately to the concerned for rectification.

iii) It has to be ensured that effluents from all the sources are directed towards the channel leading to the effluent pit.

iv) Arrangements have to made for pumping effluents into the nearest dry pit in case of emergency.

37.0 EFFLUENT PIT BUNDS:

i) Regular checks are to be made to ensure that there are no leakages /seepages /overflow of effluents from the pit into the surrounding areas.

ii) The bunds/walls of the effluent pit are to be checked for any breaches/ integrity during the operation. Vulnerable condition (if any) has to be informed to the concerned for immediate attention and repair as necessary.

38.0 COLLECTION OF USED/BURNT LUBE OIL:

i) The used lube oils are to be collected separately in drums provided by OIL for the purpose.

ii) Floating burnt oil, if any, in the effluent pit has to be lifted and collected into drums immediately. All the necessary help for these jobs may be sought from the concerned department.

- END OF SECTION II -

SECTION -III

SCOPE OF WORK AND ITS CONDITIONS

1.0 SCOPE OF WORK:

1.1 The contractor will provide Man Management Service for ONE WORKOVER RIG to be provided by Oil India Limited (OIL) to carry out work-over operation of Oil & Gas wells of OIL in the depth range upto 6,000 m. in the Company's oilfields in the Assam and Arunachal Pradesh under OIL's supervision.

1.2 The contractor will also be responsible for providing manpower services for all other associated work like rig up and rig down at different locations and disassembling of mast, substructure mud plant, water supply, electricity, well site management, laboratory services (with unskilled operator only) 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 operations.

2.0 PERSONNEL TO BE DEPLOYED:

2.1 The Contractor will have to deploy adequate manpower for one Rig operations to carry out the required jobs as per Exhibit II & III. The deployment pattern will be as per the contractor's discretion for all the required services except for the rig operations during work-over, fishing, cementation & completion phase for which the qualification and deployment pattern has to be as per the following norm with the indicated key personnel:

2.1.1 **Tool Pusher / Rig-in-charge:** 1(one) no. per rig operation

i) Qualification and experience:
(a) Graduate Engineer with 5 years experiences in Drilling/Work-over wells, out of which at least one year as Rig-In charge,
OR
(b) 3 Years Diploma in Engineering or B.Sc with 6 years experience in Drilling/Work-over wells, out of which at least one year as Rig-In charge,
OR
(c) HS/PU in science or equivalent with 8 years experiences in Drilling/Work-over wells, out of which at least one year as Rig-In charge / Tool Pusher.

In addition to above,

ii) Must possess valid well-control certificate IWCF / IADC Well cap (Supervisory Level), and should be conversant with well control methods to take independent decisions in case of well emergencies.

iii) Should be conversant about mud chemicals & maintenance of mud property.

2.1.2 **Driller / Shift-in-charge:** 1(one) no. Per Shift

i) Qualification and experience:
(a) Graduate in engineering with 3 years experience in Drilling/Work-over wells, out of which at least one year as Shift-In charge,
OR
(b) 3 Years Diploma in Engineering or B.Sc with 5 years experience in Drilling/Work-over wells, out of which at least one year as Shift-In charge,
OR
(b) Higher Secondary (XIIth Class)/PU in science or equivalent with 7 years experiences in Drilling/Work-over wells, out of which at least one year as Driller/ Shift -In charge,

In addition to above,

ii) Must possess valid well-control certificate IWCF / IADC Well cap (Driller Level), and should be conversant with well control methods to take independent decisions in case of well emergencies.

iii) Should be conversant about mud chemicals & maintenance of mud property.

2.1.3 **Assistant Driller / Top man / Derrick man:** 1(one) no. Per Shift

i) Qualification and experience:

(a) Higher Secondary (XIIth class)/PU with 3 years experiences in Drilling/Work-over wells, out of which at least one year as Top man/ Derrick man.

OR

(b) VIIIth Class to High School (Xth Class) with 4 years experiences in Drilling/Work-over wells, out of which at least one year as Top man/ Derrick man.

2.1.4 **Rig man/ Roustabouts:** 5(five) nos. Per shift

i) Qualification and experience:

(a) Higher Secondary (XIIth Class)/PU with 1 year experience in Drilling/Work-over wells as Rig man/Roustabout

OR

(b) VIII th Class to High School (X th class) with 2 years experiences in Drilling/Work-over wells, out of which at least one year as Rig man/ Roustabout.

2.1.5 **Master Mechanic:** 1(one) no. Per shift

i) Qualification and experience:

(a) 3 Years Diploma in Engineering or B.Sc with 3 years experience in Drilling/Work-over wells, out of which at least one year as Mechanic,

OR

(b) HSC/HS/PU/I.Sc/10+2/I.T.I or equivalent with 5 years experiences in Drilling/Work-over wells, out of which at least one year as Mechanic,

ii) He should be able to detect the breakdown of outfit engines, pump and other engines at well site and rectify the problems.

2.1.6 **Electrician:** 1(one) no. Per shift

i) The minimum qualification and experience of electrical personnel should be as under:

(a) I.T.I passed in electrician trade

(b) Must possess valid electrical workman permit (Part I & II) issued by Assam Licensing Board, Govt of Assam

(c) Should have knowledge on use of tools and instrument such avometer, megger etc. should have knowledge about hazardous area and equipments used in hazardous area.

(d) Experience: 3 yrs in Drilling / work-over wells.

NOTE: Prior approval from CE (Electrical) should be obtained for employment of electrician. Complete bio-data should be forwarded to CE (Electrical) for scrutiny and approval.

2.1.7 **Mud Attendant:** 1(one) no. Per shift

(i) Qualification and experience:

HS /PU in science /I.Sc or equivalent with 4 years experiences of handling mud system in Drilling/Work-over wells, out of which at least one year as Mud attendant.

2.1.8 **Telephone attendant:** 1(one) no. Per shift

2.1.9 **Helper for Mud attendant/Engineering / Plinth maintenance jobs:** 1(one) no. Per Shift

Note: Multi skill jobs have to be performed by the Contractor`s personnel

2.2 The Tool pusher / Rig-in-charge should physically monitor critical well operations as decided by Company Representative and must visit well site daily and should report to CED's office as and when will be asked for receiving instruction / resolving any issue, on contractual obligation.

2.3 The Proforma for undertaking from the entire contractor's key personnel (as per annexure `A') should be forwarded with their signature in presence of two-witness, prior to mobilisation.

2.4 The age limit of the key personnel, except the Tool Pusher / Rig in-charge, should not be more than 50 years (documentary evidence to this effect should be submitted). However, OIL deserves the right to accept the personnel of above 50 years with good health conditions

2.5 The personnel deployed by the contractor should comply with all the safety norms applicable during operation.

2.5.1 At least one or two personnel in each shift, deployed by Contractor, should be First Aid trained.

2.5.2 Relevant Key Personnel should be well versed in fire fighting, BOP control, gas testing etc. The appropriate certificates to this effect, issued by ONGCL / OIL or any other organization, also should be submitted prior to mobilisation.

2.5.3 Workmen below Driller level is classified as Highly skilled, Skilled and un-skilled workers as follows:

i)	Asst. Driller/Topman	: Highly skilled
ii)	Rig man	: Skilled
iii)	Master Mechanic	: Skilled
iv)	Electrician	: Skilled
v)	Mud attendant	: Skilled
vi)	Telephone attendant/Helpers	: Unskilled

Payment to the workmen by the Contractor shall have to be made as per Minimum Wage Act as per the above categories.

2.5.4 While recruiting the workers for execution of the contract, Contractor shall give preference to the workers who have experience in working similar type of contracts in OIL

(**NOTE:** In case, the mentioned training course for contractors personnel is/ can be arranged by OIL, the contractor will be charged accordingly).

3.0 DETAILS OF SERVICES TO BE PROVIDED BY CONTRACTOR/OPERATOR:

The detailed service which the successful bidder will have to provide during the contract period are given in ANNEXURE-II & III for carrying out the operations for different work over locations as indicated in EXIBIT - II & III.

- END OF SECTION III -

SECTION IV

1.0 LIABILITY:

1.1 Except as otherwise expressly provided, neither company nor its servants, agents, nominees, Contractors, or subcontractors 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 his contractors or subcontractors, irrespective of how such loss or damage is caused and even if caused by the negligence of company and / or its servants, agents, nominees, assignees, contractors and subcontractors. 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.

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

1.3 The contractor hereby agrees to waive its right to recourse and further agrees to cause his underwriters to waive their right of subrogation against company and /or its under writers, servant, agents, nominees, assignees, contractors and subcontractors for loss or damaged to the equipment of the contractor and / or its subcontractors when such loss or damage or liabilities arises out of or in connection with the performance of the contract.

1.4 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 subcontractors for injury to illness or death of any employee of the contractor and of its contractors, subcontractors and /or their employees when such injury, illness or death arises out of or in connection with the performance of the contract.

1.5 In the event of a hole / well being damaged because of the negligence in operation by the contractor's personnel, it shall be the contractor's sole responsibility to repair such damages. The contractor will not be paid any day rates till the time the well is back into normal operation. If such a well is permanently lost due to negligence of the contractor, and /or equipment compensation by the contractor will be limited to 5% of the total contract cost for each incidence of loss occurred or the actual replacement cost whichever is lower. The decision of the company whether a well is permanently lost or repairable will be final. However, in case of dispute whether such damages / losses is due to the negligence of the contractor an independent third party inspection mutually agreed upon by the company and the contractor will be instituted whose decision will be final. Such payment of damages shall be made forthwith by the contractor within 7(seven) days of receipt of notice for such payment. The company, however, reserves the right to adjust the same from the contractor's outstanding bills.

1.6 The contractor is responsible for the safe custody of the company's consumables supplied to him. The contractor has fuel, lub oil, spares etc. in the format (which can be modified by company as and when felt necessary) to be supplied by the company. The company's representative shall have the free access to check the stock of all items issued to the contractor including POL at any time. In case issue / consumption of consumables is in excess they required (as be assessed by the company Engineer), the cost of the excess quantity will be recovered from the contractor as the company may decide. The decision of the company as to the optimum consumption for any activity related to this contract shall be final.

2.0 INDEMNITY AGREEMENT:

a) The contractor agrees to protect, defend, indemnify and hold company harmless from and against all claims, suits, demands, and causes of action, liabilities, expenses, costs, liens and judgment of every kind and character, without limit, which may arise in favour of contractor's employees, agents, contractors and sub-contractors or their employees on account of bodily injury or death, or damage to personnel/property as a result of the operation 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.

b) The company agrees to protect, defend, indemnify and hold contractor harmless from and against all claims, suits, demands, and causes of action, liabilities, expenses, costs, liens and judgment of every kind and expenses, costs, liens and judgment of every kind and character, without limit, which may arise in favour of company's employees, agents, contractors and sub-contractors or their employees on account of bodily injury or death, or damage to personnel/property as a result of the operation 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.

3.0 WAIVERS AND AMENDMENTS:

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

4.0 PAYMENT & INVOICING PROCEDURE:

4.1 Company shall pay to contractor, during the term of the contract, the amount due calculated according to the rates of payment set and in accordance with other provisions hereof. No. other payments shall be due from company unless specifically provided for in this contract. All payments will be made in accordance with the terms hereinafter described.

4.2 All payments by company to contractor shall be made at contractor's designated bank.

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

4.4 Contractor will submit six sets of all invoices to company for processing of payment. Separate invoices for the charges payable under the contractor shall be submitted by contractor for foreign currency and Indian Rupee.

4.5 Contractor shall raise invoice for the lump sum mobilisation charges when the entire equipment/item/ materials and personnel are ready at respective sites for starting the job as certified by the company.

4.6 Contractor shall raise invoices at the end of each month for the services performed, rates payable and the total amount claimed. These invoices should be submitted to the operator's representative.

4.7 If any deduction is to be made from the invoices of the contractor, the contractor should be informed along with the reasons for such deductions.

4.8 Payment of monthly invoice, if undisputed shall be made within 45 days following the date of receipt of invoices by company subject to RBI's approval.

4.9 The company shall within 30 days of receipt of the invoice notify contractor of any item under dispute, specifying the reasons thereof, in which event, and payment of the disputed amount may be withheld until settlement of the dispute, but payment shall be made of any undisputed portion as indicated above. This will not prejudice the company's right to question the validity of the payment at a later date as envisaged in para 4.3 above.

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

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

4.12 Any audit conducted by company of contractor's records, as provided herein, shall be limited to company's verification (I) of the accuracy of all charges made by contractor to company and (ii) that contractor is otherwise in compliance with the terms and conditions of this Agreement.

5.0 DEFICIENCY:

5.1 Provision of adequate manpower of required skill for carrying out all operations with due diligence, in a safe, workmanlike manner and in accordance with accepted international oilfield practices is the essence to the contract. Failure to man the operations with adequate number of skilled manpower particularly in respect of the key personnel as per the standard deployment pattern as set out under clause 'PERSONNEL TO BE DEPLOYED' will attract penalty at the following rates:

A. For Tool pusher/Rig-in-charge

a.1 Failure - Failure to provide Tool pusher /Rig-in-charge

a.2 Penalty - At the rate of 10% of the day rate for rig operation for each day of non-availability of the tool pusher on call at site.

B. For Driller/Shift-in-charge

b.1 Failure - Failure to provide Driller / shift in charge.

b.2 Penalty - At the rate of 5% of the day rate for rig operation for each 8 hourly shift, for non-availability of the Driller / shift in-charge at site.

C. For Master Mechanic/Mud attendant/Electrician

c.1 Failure - Failure to provide Master Mechanic / Mud attendant/ Electrician

c.2 Penalty - At the rate of 5% of the day rate of rig operation for each 8 hourly shift, for non-availability of the Master Mechanic/ Mud attendant / Electrician at site.

D. For any other 8 hourly key personnel

d.1 Failure - Failure to provide any other 8 hourly key personnel as indicated in clause 2.0 (PERSONNEL TO BE DEPLOYED) under section SCOPE OF WORK AND ITS CONDITIONS

d.2 Penalty - At the rate of 2.1/2% of the day rate of rig operation for each 8 hourly shift, for non-availability of each key-personnel at site.

N.B.:

1. THE ABOVE RATES ARE APPLICABLE FOR THE FIRST FIVE DAYS AND THE % OF PENALTY WILL BE ADDED FOR EACH KEY PERSONNEL MENTIONED ABOVE, IN CASE MORE THAN ONE KEY PERSONNEL IS ABSENT

2. FOR NEXT CONSECUTIVE FIVE DAYS, 25% OF DAILY OPERATION RATE WILL BE DEDUCTED FOR ANY KEY PERSONNEL OF ITEM NOS. (a), (b) & (c).

3. THE OPERATING RATE WILL BE FURTHER REDUCED TO 50% IF ANY OF KEY PERSONNEL COULD NOT BE PROVIDED BY THE CONTRACTOR MENTIONED IN 2 ABOVE.

4. FURTHER CONTRACTOR WILL BE PAID ZERO RATE IF OPERATION IS SUSPENDED FOR NON AVAILABILITY OF KEY-PERSONNEL AS INDICATED IN CLAUSE 2.0 (PERSONNEL TO BE DEPLOYED) UNDER SECTION SCOPE OF WORK AND ITS CONDITIONS

[**NOTE:** In case of deficiency of any one of the key personnel, OIL deserves the right to continue or suspend the operation. In case of suspension of work, contractor will be penalized as Clause no. 5.5 herewith. In normal circumstances, no person will be allowed to work more than one shift of 8 hours except in case OIL decides to run the operation beyond 8hours up to a maximum of 12 hours continuously for any emergency.]

5.2 In the event of the rig or its components, ancillaries, equipment etc., supplied by OIL to the contractor are damaged or lost due to the deliberate carelessness/negligent/ faulty handling by the contractor's personnel, the contractor will be liable for such damages on the basis of OIL's estimated cost of replacement as reduced by any insurance claim which may occur to the company on the cost of such replacement as reduced by any insurance claim which may accrue to the company plus 7% towards handling charges on the cost of such replacement. Any unscheduled break-down of the work-over/service unit, components, ancillaries, equipment etc. due to negligence of default of the contractor which results in hold-up of operations, will entail a penalty at twice the day rate quoted hereof till such fault is remedial without prejudice to the company's right to recover the cost of repairs/spares etc. from the contractor.

5.3 In case of the company taking over operations to remedy a default or to overcome a blow out which occurred due to negligence of the contractor, the day rates shall be paid at 50% of the rates stipulated hereof till such default is remedial and the well remains under direct supervision of the company.

5.4 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 will be made by the company till such time the contractor comply with the same.

5.5 If the contractor fails to provide manpower per shift as per the company's requirement, the contractor will not be allowed to carry out operations, and no payment will be made for the affected days(s). Moreover, the contractor will be penalized for the same number of non-working hours/day(s), at the operating day rate. If such incidents happen twice in a month, the contract is liable to be terminated at the discretion of the company.

6.0 WITH-HOLDING:

6.1 Company may with-hold or nullify the whole or any part of the amount due to contractor on account of subsequently discovered evidence in order to protect company from loss on account of :-

a) For non-completion of jobs assigned as per section II.
b) Contractor's indebtedness arising out of execution of this contract.
c) Defective work not remedied by contractor.
d) Claims by sub-contractor of contractor or other filed or on the basis of reasonable evidence indicating probable filing of such claims against contractor.
e) Failure of contractor to pay or provide for the payment of salaries/wages, contributions, unemployment compensation, taxes or enforced savings with-held from wages etc.
f) Failure of contractor to pay the cost of removal of unnecessary debris, materials, tools, tools, or machinery.
g) Damage to another contractor of company.
h) All claims against contractor for damages and injuries, and / or for non-payment of bills etc.
i) Any failure by contractor to fully reimburse company under any of the indemnification provisions of this contract.

If, during the progress of the work contractor shall allow any indebtedness to accrue for which company, under any circumstances in the opinion of company may be primarily or continently liable or ultimately responsible and contractor shall, within five days after demand is made by company, fail to pay and discharge such indebtedness, then company may during the period for which such indebtedness shall remain unpaid, with-hold from the amounts due to contractor, a sum equal to the amount of such unpaid indebtedness. When all the above grounds for with-holding payments shall be removed, payment shall thereafter be made for amounts so with-held.

j) Garnishee order issued by a court of law in India.
k) Income-tax deductible at source according to law prevalent from time to time in the country.
l) Any obligation of contractor which by any law prevalent from time to time be discharged by company in the event of contractor’s failure to adhere to such laws.

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

7.0 APPLICABLE LAW:

7.1 The contract shall be deemed to be a contract made under, governed by and construed in accordance with the laws of India.

7.2 The contractor shall ensure full compliance of various India laws and Statutory Regulations, to the extent applicable, as stated below, but not limited to, in force from time to time and obtain necessary permits/licenses etc. from appropriate authorities for conducting operations under the contract:

a) Mines Act, 1952 - as applicable to safety and employment conditions and subsequent amendments.
b) Oil Mines Regulations, 1984.
c) Workmen's of Wages act.
d) Payment of Wages Act.
e) Payment to Bonus Act, 1965.
f) Contract Labour (Regulation & Abolition) Act. 1970
g) Family Pension Schema.
h) Interstate Migrant Workmen Act, 1979 (Regulation of employment and conditions of services).
i) Provident Fund and Misc. Provisions Act, 1952
j) Indian Electricity Act, 1953
k) Central Excise & Salt Act, 1944
l) Income Tax Act, 1961
m) Assam Finance Act, 1956
n) Assam Sales Tax Act, 1947
o) Central Sales Tax Act, 1957
p) Assam Pollution Control Board's Rules & Regulations.

7.3 The Contractor shall not make the company liable to reimburse the contractor to the statutory increase in the wages rates of the contract labour appointed by the contractor such statutory of any other increase in the wages rates of the contract incur shall be borne by the contractor.

7.4 Any permission from the Mines Directorate in connection with the in excess of 08 hours per day shift pattern by the contractor shall have to be arranged by the contractor before commencement of the contract, in consultation with the company. Moreover, since the contractor's personnel engaged shall be working under the Mines Acts and Oil Mines Regulations, the contractor shall have to obtain any other relevant permission from the Mines Directorate to engage his employees in compliance with various procedures as per Mines Act. In case of any breach of procedures under Mines Act the contractor deployed shall be held responsible and shall bear all expenses arising as a result thereof.

7.5 The contractor shall not engage labour below 18 (eighteen) years of age under any circumstances.

7.6 Moreover, the contractor should obtain and produce in advance to commencement of work the following certificate/approvals -

1. Total manpower list
2. License/certificate from specified electrical authorities for the rig and camp electrical personnel, if required.
3. All certificates as per applicable laws including Mines Acts.
4. Theft reporting and follow up will be contractor's responsibility.
5. Accident reports to be forwarded in standard prescribed formats.
6. Regional Labour certificate, if required.
7. List of number of days and man days engaged by the contractor in a year to be provided along with the invoice.

8.0 **DEMOBILISATION:**

Demobilisation will be completed by contractor within 30 days from the date of termination of contract. After the completion of work, all equipment spares and consumables etc. will have to be handed over to O.I.L. In case of failure to do so in the allotted time hereof except under circumstances relating to Force Majeure, OIL reserves the right to withhold the estimated amount form the contractor's invoice.

8.1 OIL shall assist contractor for arranging necessary entry permits, if required, for personnel belonging to contractor and its subcontractors engaged with the consent of OIL, provided contractor gives full particulars of such personnel well in advance. However the primary obligation in this regard shall be on contractor and OIL shall provide necessary documents.

8.2 OIL shall organise all possible help from local government/administration to contractor personnel and equipment in case of natural disasters, civil disturbances and epidemics. Camp security personnel as well as all security will be the responsibility of Contractor.

8.3 OIL at its own cost shall provide items and services/support services and ensure availability of adequate stock of spares & consumables for uninterrupted operations.

8.4 OIL shall provide the Work-over rig & equipment in good running condition including all rig accessories to be provided as available.

8.5 OIL shall provide cementing unit, cement and cement additives as available with OIL for cementation, if required.

9.0 CONTRACTOR'S OBLIGATION:

9.1 Contractor has to plan & execute the job as per scope of work/details of work in most economic & cost effective way.

9.2 Contractor should provide a list of materials to be required by them for completion of the well in advance.

10.0 OIL'S AND CONTRACTOR REPRESENTATIVES:

10.1 The actual performance and supervision of all work shall be done by the contractor.

10.2 OIL shall designate representative or representative(s) who shall at all time have complete access to the work/service unit for the purpose of coordinating of the work performed by Contractor (Bidder).

10.3 Contractor shall designate an operation Manager/Team Leader in charge of Contract. He shall be fully capable and empowered to act for contractor in all matters.

11.0 SAFETY:

Contractor shall take all necessary measures to protect the personnel, work and facilities and shall observe all safety rules and instructions.

12.0 POLLUTION OR CONTAMINATION:

12.1 Company agrees that the company shall be responsible for and shall indemnify the contractor and hold its agents, services, officers and employees harmless from any liability, loss cost or expense for loss or damage from pollution or contamination arising out of or resulting from any of contractor's services/operations if such pollution or contamination is caused by company's misconduct or negligence.

12.2 Contractor agrees that the contractor shall be responsible for and shall indemnify the company and hold its agents, servants, officers and employees harmless from any liability, loss cost or expense for loss or damage from pollution or contamination arising out of or resulting from any of company's services/operations if such pollution or contamination is caused by contractor's misconduct or negligence.

13.0 CHANGE OF OWNERSHIP:

The Contractor's right and obligations under this contract are not transferable by sale or assignment without the company's written consent. In the event of the work-over rig operation services being sold without the company written consent in addition to its other rights, the company may at its absolute discretion terminate this contract where upon the contractor shall reimburse the company payment, if any paid in advance and not earned, and any sums to which the company may sustain directly as a consequence of such termination.

14.0 INCREASE / DECREASE OF QUANTITY:

The Company at its sole discretion during the course of contract may ask for additional similar set of Man-management services at same terms and conditions for its second work-over rig operation from the contractor and the contractor should mobilize the same within standard mobilisation period.

15.0 SCHEDULE OF RATES:

15.1 Operating Day Rate:

Day rate charges for personnel during operation shall apply upon commencement of rig operation after complete mobilisation of personnel and will cease after completion of rigging down of Outfit.

15.2 Day Rate for Inter-location Movement:

The inter location movement rate will apply from the completion of rigging down Outfit and when the Rig package is ready to move to next location till the complete transfer of Rig package to the forward location. The number of days required for such movement will be as below for each work-over well under normal circumstances. Company will provide required transport fleet.

Inter-location distance : Up to 20 km
Allowable time in days : 5 days

Note: For every 10 KM increase in distance, beyond 20 KM, 1(One) extra day will be considered.

If the contractor fails to mobilize the entire fleet of equipment, Rig package to the next location within the stipulated period for inter-location movement to well site and needs extra days beyond the respective stipulated days, then the following rate of payment to the contractor shall apply for the extra days taken for completion of rig movement.

a. No payment, if the delay is caused by the contractor's negligence beyond the allowable time as mentioned above.

15.3 Compensation for force Majeure Condition:

Company shall pay, the contractor a compensation during force majeure condition in the event the operations are suspended due to occurrence of a force majeure event during the operating days / Inter-location movement period, for the reasons given under force majeure clause elsewhere in this Contract at the rate of 75% of the applicable rate during the period.

15.4 Standby Rate:

i) OIL shall pay to the contractor standby rate at the rate of 75% of operating Day rate during the following operations:

- **a)** Any Wire line jobs including Well-logging, BHP, Scrapping (OTIS), sand bailer, bore checking etc.
- **b)** Nippling up /down, testing of Well head equipment etc.
- **c)** Waiting on cement, acid, LCM, Xanvis,
- **d)** Waiting on materials, OIL`s equipment, services, decisions etc.
- **e)** Repair / maintenance of rig-equipment beyond a cumulative 48 hrs. in a calendar month.
- **f)** CTU and NPU jobs.
- **g)** Observe well, Production Testing
- **h)** Preparation for acid, cement, hot work-over fluid jobs.

ii) Neither stand-by nor any other rate will be paid while rig key personnel will be availing off i.e on all Sundays and on off-days or holidays (if any) decided by OIL at its discretion.

15.5 Over-Time Rate per hour:

The over-time rate per hours shall apply in case the bidder has to perform the work beyond scheduled operating time of 16 hours on same day as per OIL's requirement and payable on prorate basis on “Day Rate For Rig Operation”.

Bidders do not need to quote the rate for Over-time as only the indicated/ calculated rate as per this clause will be applicable/ considered even if quoted otherwise.

NOTE: FORCE MAJEURE RATE & STANDBY RATE are not to be quoted. For purpose of payment, the rate because of Force majeure & Stand-by, if applicable will be taken as 25% less than the Day rate for Rig operation separately and will not be considered for Bid evaluation.

15.6 The estimated quantity indicated in Price Bidding Format is for evaluation purpose only. Payment will be made on actual quantity which may vary. Bidders need to quote the rates in their Price bid in the provided Price Bidding Format.

15.7 Bidders shall have to submit 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. Bids with un-realistic price not conforming to the minimum wage act shall be rejected.

OIL INDIA LIMITED
(A Govt. of India Enterprise)
Contracts, Duliajan

Schedule of company's Plants, Materials and Equipments

To,
HEAD-CONTRACT
OIL INDIA LIMITED
DULIAJAN-786602

SUB: SAFETY MEASURES

Description of work/service:

Hiring of services for Man Management of OIL's 1(one) work-over Rig for a period of 4 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 MAN MANAGEMENT OF OIL'S 1(ONE) WORK-OVER RIG FOR A PERIOD OF 4 YEARS. - UNDER IFB NO.CDI4681P15.** 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 Page 2 of 6 substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder/Contractor

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

1. The Bidder/Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which h e/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

2. The Bidder/Contractor will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, Subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.

3. The Bidder/Contractor will not commit any offence under the relevant 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.

1. 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 form 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 intensions.

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For the Principal **For the Bidder/Contractor**

Place. Duliajan. **Witness 1 : ....**

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

E-TENDER NO.: CDI4681P15

PROFORMA-I

BID FORM AND BID / PERFORMANCE GUARANTEE FORMS

Date: ____

Tender No. / Contract No.: ______________________________

(Insert Company's Name and Address)

Gentleman,

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 Total Bid Amount as may be ascertained in accordance with the schedule of prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to commence the work within **30 (thirty) days** from the date of issue of LOA.

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 opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

Dated this ___________ day of _____________________ 2014

Signature

(In the capacity of)

PROFORMA-II

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:

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

Signature of Bidder: ___________________________

Name: ____

NOTE:

This is a "ZERO deviation" tender. No deviation of any tender clauses shall be acceptable and the offer with any deviation shall be straightway rejected. 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.

PROFORMA LETTER OF AUTHORITY

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

Dear Sir,

SUB: OIL TENDER No. CDI4681P15

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. **CDI4681P15** for Hiring of Man Management Services for one number workover rig 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. If signed by a consortium, it shall be signed by each member of the consortium.

E-TENDER NO.: CDI4681P15

PROFORMA-IV

FORMAT OF BID SECURITY (BANK GUARANTEE)
OR ANY OTHER FORMAT ACCEPTABLE TO OIL

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 Man Management of OIL's 1(one) work-over Rig** (hereinafter called "the Bid") against OIL INDIA LIMITED, Duliajan, Assam, India (hereinafter called the Company)'s **IFB No. CDI4681P15.**

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 ________________ 2014.
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 **14.04.2015.**

PROFORMA FOR UNDERTAKING FROM CONTRACTORS PERSONNEL

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

I hereby voluntarily declare that I will not have any claim for employment or any service benefit from OIL and will also not claim for any benefit available to employees of OIL by virtue of my deployment for carrying out contract job in OIL by M/s. ____________________________.

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

--------------------------- Signature

Place:
Date:

WITNESSES:

1. SIGNATURE:
   NAME:
   DESIGNATION:
   DATE:

2. SIGNATURE:
   NAME:
   DESIGNATION
   DATE:

CONSOLIDATED STATEMENT OF EQUIPMENT AND SERVICE TO BE FURNISHED BY CONTRACTOR OR OPERATOR FOR THE WORKOVER RIG OPERATIONS

The equipment, machinery, tools, materials supplies, instruments, services and labour listed as following shall be provided at the location by the party and at the expense of the party.

I. EQUIPMENT:

1. Work/services unit complete in all respect with safety and maintenance equipment according to the Tender specification
- **a.** At the expense of Company
- **b.** Supplied by Company

2. Blow-out preventers
- **a.** At the expense of Company
- **b.** Supplied by Company

3. Choke and kill line connections
- **a.** At the expense of Company
- **b.** Supplied by Company

4. Milling tools as per given specification in the Tender (if required)
- **a.** At the expense of Company
- **b.** Supplied by Company

5. Fishing tools as per given specification in the tender
- **a.** At the expense of Company
- **b.** Supplied by Company

6. Other fishing/Milling tools
- **a.** At the expense of Company
- **b.** Supplied by Company

7. Casing, drill pipe, drill collar & tubing handling tools links, elevators, slips etc.
- **a.** At the expense of Company
- **b.** Supplied by Company

8. Drill string , drill collars, casing pipes rotary substitute.
- **a.** At the expense of Company
- **b.** Supplied by Company

9. Tubing, Pup joints
- **a.** At the expense of Company
- **b.** Supplied by Company

10. Testing equipment
- **a.** At the expense of Company
- **b.** Supplied by Company

11. Tong for casing, drill pipe and tubing, travelling block hook, hydraulic power tubing tong, safety belts
- **a.** At the expense of Company
- **b.** Supplied by Company

12. Sand line / casing line
- **a.** At the expense of Company
- **b.** Supplied by Company

13. Well site office
- **a.** At the expense of Company
- **b.** Supplied by Company

14. Offices for OIL personnel
- **a.** At the expense of Company
- **b.** Supplied by Company

15. Logging UNIT & tools
- **a.** At the expense of Company
- **b.** Supplied by Company

16. Complete mud system inclusive of all fittings
- **a.** At the expense of Company
- **b.** Supplied by Company

17. All fittings connections valve, accessories as may be required for operation
- **a.** At the expense of Company
- **b.** Supplied by Company

18. Cementing Unit
- **a.** At the expense of Company
- **b.** Supplied by Company

19. Communication system (except contractor's personal need)
- **a.** At the expense of Company
- **b.** Supplied by Company

20. Safety equipment according to technical specifications except PPE.
- **a.** At the expense of Company
- **b.** Supplied by Company

21. Water pumps, tanks and necessary connections for supply water at rig/camp
- **a.** At the expense of Company
- **b.** Supplied by Company

22. Equipment required for generating electricity at the site/camp
- **a.** At the expense of Company
- **b.** Supplied by Company

23. Lines / chicksens/fittings
- **a.** At the expense of Company
- **b.** Supplied by Company

24. Tankages for mud storage, water storage and salt solution storage etc.
- **a.** At the expense of Company
- **b.** Supplied by Company

25. Compressor (Auxiliary)
- **a.** At the expense of Company
- **b.** Supplied by Company

26. Equipment not heretofore designated, but necessary to fulfil company's special instructions.
- **a.** At the expense of Company or Contractor
- **b.** Supplied by Company or Contractor

27. Security fencing as per company's standard at well sites
- **a.** At the expense of Company
- **b.** Supplied by Company

II. CONSUMABLES:

1. Fuel for work/service Unit
- **a.** At the expense of Company
- **b.** Supplied by Company

2. Fuel for contractor's vehicles
- **a.** At the expense of Contractor
- **b.** Supplied by Contractor

3. Grease, Cleaning solvent, Hydraulic oil for main engines
- **a.** At the expense of Company
- **b.** Supplied by Company

4. Casing thread Lubricant
- **a.** At the expense of Company
- **b.** Supplied by Company

5. Drill pipe thread Lubricant
- **a.** At the expense of Company
- **b.** Supplied by Company

6. Rubber Drill Pipe protectors
- **a.** At the expense of Company
- **b.** Supplied by Company

7. Drill pipe / tubing wipers
- **a.** At the expense of Company
- **b.** Supplied by Company

8. Drill bits
- **a.** At the expense of Company
- **b.** Supplied by Company

9. Cement, cement additives
- **a.** At the expense of Company
- **b.** Supplied by Company

10. Mud products (for normal bentonite mud)
- **a.** At the expense of Company
- **b.** Supplied by Company

11. Chemicals Normal WOF chemicals viz calcium chloride, sodium/potassium chloride causctre soda CMC, CMS, Di-chromates acid hydro chloric acid, mud and inhibitors.
- **a.** At the expense of Company
- **b.** Supplied by Company

12. Special chemicals and other corrosive inhibitors required for cementation / acidisation.
- **a.** At the expense of Company
- **b.** Supplied by Company

13. Welding consumables
- **a.** At the expense of Company
- **b.** Supplied by Company

14. Casing & tubing accessories
- **a.** At the expense of Company
- **b.** Supplied by Company

15. Tubing handling equipment
- **a.** At the expense of Company
- **b.** Supplied by Company

16. BOP seals worn by normal use
- **a.** At the expense of Company
- **b.** Supplied by Company

17. Consumables not here to fore designated but required by contractor in normal operation or needed for maintenance of OIL'- equipment

- **a.** At the expense of Company
- **b.** Supplied by Company

18. Consumables not hereto for designated but necessary to fulfill company's special instructions.

- **a.** At the expense of Company
- **b.** Supplied by Company

19. Water supply at well site

- **a.** At the expense of Company
- **b.** Supplied by Company

20. Down hole permanent, bridge plug, gas lift equipment and bottom hole heater, rod and submersible pump etc.

- **a.** At the expense of Company
- **b.** Supplied by Company

21. Swabbing assembly with cup

- **a.** At the expense of Company
- **b.** Supplied by Company

III. SERVICE & PERSONNEL:

1. Transportation of all consumables up to well site including loading and off loading at both ends.

- **a.** At the expense of Contractor
- **b.** Supplied by Contractor

2. Handling & storage of all operators' materials at well site

- **a.** At the expense of Contractor
- **b.** Supplied by Contractor

3. Transportation of work / service unit complete with all accessories between locations.

- **a.** At the expense of Company
- **b.** Supplied by Company

4. Transportation of company's equipment for inter location movement.

- **a.** At the expense of Company
- **b.** Supplied by Company

5. **(A)** Transportation of Company's personnel.

- **a.** At the expense of Company
- **b.** Supplied by Company

(B) Transportation of men & materials of contractor and its sub-contractor.

- **a.** At the expense of Contractor
- **b.** Supplied by Contractor

6. **(A)** Site preparation (leveling, base mud pits, installation of cellar, access road) according to the general layout.

- **a.** At the expense of Company
- **b.** Supplied by Company

(B) Maintenance of well site plinth

- **a.** At the expense of Company
- **b.** Supplied by Company

7. Well logging services

- **a.** At the expense of Company
- **b.** Supplied by Company

8. Cementing & Testing Services
- **a.** At the expense of Company
- **b.** Supplied by Company

9. Mud logging Unit service
- **a.** At the expense of Company
- **b.** Supplied by Company

10. Geologist
- **a.** At the expense of Company
- **b.** Supplied by Company

11. Wellhead control & installation
- **a.** At the expense of Contractor
- **b.** Supplied by Contractor

12. Transportation of company consumables for inter location movement
- **a.** At the expense of Company
- **b.** Supplied by Company

13. Welding operations
- **a.** At the expense of Company
- **b.** Supplied by Company

14. Casing tubing
- **a.** At the expense of Company
- **b.** Supplied by Company

15. First Aid facilities at well site
- **a.** At the expense of Contractor
- **b.** Supplied by Contractor

16. Laboratory facilities for testing well fluid
- **a.** At the expense of Company
- **b.** Supplied by Company

17. All personnel necessary to operate the work/service unit, 16 hrs/day including personnel necessary to handle all normal supplies on location.
- **a.** At the expense of Contractor
- **b.** Supplied by Contractor

18. Food for contractor's personnel
- **a.** At the expense of Contractor
- **b.** Supplied by Contractor

19. Accommodation for Contractor's personnel.
- **a.** At the expense of Contractor
- **b.** Supplied by Contractor

20. Handling of all equipment at the location including company's equipment & consumables.
- **a.** At the expense of Contractor
- **b.** Supplied by Contractor

21. To provide adequate road-way to location and right-of-way.
- **a.** At the expense of Company
- **b.** Supplied by Company

22. Services not heretofore designated but required by contractor in normal day to day operations.
- **a.** At the expense of Contractor
- **b.** Supplied by Contractor

23. Services not heretofore designated but required due to directions of company for special operations.

- **a.** At the expense of Company
- **b.** Supplied by Company or Contractor

24. Mud preparation, handling loading, mud service facilities etc.

- **a.** At the expense of Contractor
- **b.** Supplied by Contractor

25. Digging tube wells for supplying site water.

- **a.** At the expense of Company
- **b.** Supplied by Company

26. Security at well site

- **a.** At the expense of Company
- **b.** Supplied by Company

27. **A)** Installation connection and commissioning of alternator, switch board, motors, light fittings for area light mast lighting goomty lighting shed lighting etc.

- **a.** At the expense of Contractor
- **b.** Supplied by Contractor

B) Erection of poles for lights fittings and overhead cable laying.

- **a.** At the expense of Contractor
- **b.** Supplied by Contractor

C) Breakdown and periodical maintenance of all electrical equipment and light fitting etc.

- **a.** At the expense of Contractor
- **b.** Supplied by Contractor

D) Dismantling of all the electrical equipment, light, poles etc. after completion of work over operation

- **a.** At the expense of Contractor
- **b.** Supplied by Contractor

DETAILS OF SERVICES TO BE PROVIDED BY CONTRACTOR & OPERATOR'S RESPONSIBILITY

1. **(A) Services required from contractor:** Rig up and rig down operation and assistance in rig movement with company's transport fleet. Contractor to provide handling personnel and make tools/equipment ready for transportation at present location.
(B) Operator's responsibility: Company to provide transport fleet

2. **(A) Services required from contractor:** Handling & storage of all operation's materials at well site
(B) Operator's responsibility: Company to supply materials at well site except daily consumables spinning rope, thread dope, grease, tong dies etc. which is contractor's responsibility to lift from base of the company.

3. **(A) Services required from contractor:** All transportation reqd. for contractor's personnel and well consumables from yard.
(B) Operator's responsibility: Transportation for OIL's personnel only.

4. **(A) Services required from contractor:** Food & accommodation for own(contractor's) personnel.
(B) Operator's responsibility: Nil

5. **(A) Services required from contractor:** All operations related to work-over as per well policy. Air, water, fluid connections to be made by contractor.
(B) Operator's responsibility: Company to provide Work-over rig & accessories, consumables, tubulars, tools and support facilities, like chemical laboratory spares etc. Company to provide all necessary spares and guidelines only.

6. **(A) Services required from contractor:** Services of all the back up operations at/around well site and any other associated installations including oil spillage if required.
(B) Operator's responsibility: Company to provide operators for handling of OIL owned HD vehicles, cranes etc.

7. **(A) Services required from contractor:** House-keeping of well-site including operator's & the contractor's offices.
OIL to provide Road Rollers with driver, as and when required, as assessed by the company.
(B) Operator's responsibility: Company to provide plinth maintenance materials & maintenance personnel if necessary, as and when required and requirement will be assessed by the CE (Civil)'s representative.

8. **(A) Services required from contractor:** Break down maintenance and the periodic maintenance of all rig components and accessories at site.
(B) Operator's responsibility: Company to provide all necessary guidelines only for critical jobs. For periodic maintenance instruction sheet will be supplied by Company.

9. **(A) Services required from contractor:**
Laying of lines for
(a) Water lines from pump to well
(b) Mud lines at well-site
(c) Effluent water pumping line if asked by the Company Representative.
(d) Skimming of oil and collection of effluent oil if asked by Company Representative.
(e) Kill line connection from pump to well head.
(f) Pit line connection from wellhead to pit
(B) Operator's responsibility: OIL to provide pipes and the Victaulic joints. (If reqd.) OIL will provide right of way of lines.

10. **(A) Services required from contractor:** Removal of lines of item no. 9 above after well is rigged down.
Note: Requirement of spares for running maintenance to be planned in advance in consultation with company representative.

PROFORMA FOR BIDDERS' BIO-DATA AND EXPERIENCE

1.0	Name of bidder	
2.0	Type of Establishment (Whether Proprietorship / Partnership / Public Limited / Government owned)	
3.0	Name of Registration / incorporation Authority	
4.0	Name of the Owner(s)	
5.0	Country of origin	
6.0	Registered Office Address	
7.0	Address for Communication	
8.0	Type and Nature of Business / Services in OIL & GAS Industries	
9.0	Date of Commencement of Business / Services	
10.0	Job Experience resume since inception as per table below	
	a. Job Experience (From _____ to_______)	
	b. Type of jobs carried out	
	c. Value of contract	
	d. Name of company where worked	
	e. Country worked for	

Note: Bidders to attach all supporting documents.

DETAILS OF OIL WORKOVER RIGS

1. Medium duty Skytop Rig, SKYTOP - 'B'

a.	Outfit Engine (Model and Total No. of Engine):	Cummins (Diesel) NT855-P-250 (Two Nos.)
b.	Rated Power of each Engine:	250 HP At 2100 RPM
c.	Mast Height:	95 ft
d.	Rated Hookload Capacity (with 6 lines strung on travelling block):	180,000 lbs
e.	Nominal Workover depth rating (with 2.7/8"OD Tbg.):	5185 m
f.	Drilling Depth Rating (With 4.1/2" OD drill pipe):	2286 m
g.	Model of the hoist:	H-13210 DOUBLE DRUM MEDIUM DUTY

2. KB-210 B-180-96 Workover Rig CARDWELL-`B'

a.	Outfit Engine (Model and Total No. of Engine):	Cummins (Diesel) NT855-P-250 (Two Nos.)
b.	Rated Power of each Engine:	250 HP At 2100 RPM
c.	Mast Height:	96 ft
d.	Rated Hookload Capacity (with 6 lines strung on travelling block):	180,000 lbs
e.	Nominal Workover depth rating (with 2.7/8"OD Tbg.):	4875 m
f.	Drilling Depth Rating (With 4.1/2" OD drill pipe):	1830 m
g.	Model of the hoist:	KB-210-B-180-96 DOUBLE DRUM MEDIUM DUTY

3. KB-210 B-180-96 WorkoverRig CARDWELL -`C'

a.	Outfit Engine (Model and Total No. of Engine):	Cummins (Diesel) NT855-P-250 (Two Nos.)
b.	Rated Power of each Engine:	250 HP At 2100 RPM
c.	Mast Height:	96 ft
d.	Rated Hookload Capacity (with 6 lines strung on travelling block):	180,000 lbs
e.	Nominal Workover depth rating (with 2.7/8"OD Tbg.):	4875 m
f.	Drilling Depth Rating (With 4.1/2" OD drill pipe):	1830 m
g.	Model of the hoist:	KB-210-B-180-96 DOUBLE DRUM MEDIUM DUTY

4. KB-600-300-112 Heavy duty Workover Rig CARDWELL-600

a.	Outfit Engine (Model and Total No. of Engine):	Cummins (Diesel) NT855-P-400 (Two Nos.)
b.	Rated Power of each Engine:	400 HP At 2100 RPM
c.	Mast Height:	112 ft
d.	Rated Hookload Capacity (with 6 lines strung on travelling block):	281,000 lbs with 6 lines , 300000 lbs with 8 lines & 312000 lbs with 10lines
e.	Nominal Workover depth rating (with 2.7/8"OD Tbg.):	7315 m
f.	Drilling Depth Rating (With 4.1/2" OD drill pipe):	3050 m
g.	Model of the hoist:	KB-600-300-112 DOUBLE DRUM HEAVY DUTY

5. KB-600-Medium duty Workover Rig (KREMCO)

a.	Outfit Engine (Model and Total No. of Engine):	Cummins (Diesel) NT855-P-250 (Two Nos.)
b.	Rated Power of each Engine:	250 HP At 2100 RPM
c.	Mast Height:	96 ft
d.	Rated Hookload Capacity (with 6 lines strung on travelling block):	217,000 lbs
e.	Nominal Workover depth rating (with 2.7/8"OD Tbg.):	3658 m
f.	Drilling Depth Rating (With 4.1/2" OD drill pipe):	2438 m with 3.1/2" Drill pipe
g.	Model of the hoist:	KB-600 DOUBLE DRUM MEDIUM DUTY

6. Medium duty Workover Rig BHEL - IRI-`A'

a.	Outfit Engine (Model and Total No. of Engine):	Cummins (Diesel) NT855-P-235 (Two nos.)
b.	Rated Power of each Engine:	235 HP At 2100 RPM
c.	Mast Height:	102 ft
d.	Rated Hookload Capacity (with 6 lines strung on travelling block):	250,000 lbs
e.	Nominal Workover depth rating (with 2.7/8"OD Tbg.):	4572 m
f.	Drilling Depth Rating (With 4.1/2" OD drill pipe):	1830 m
g.	Model of the hoist:	450-SERIES MODEL 1287/160 DOUBLE DRUM MEDIUM DUTY

7. Medium duty workover Rig BHEL-IRI-`B'

a.	Outfit Engine (Model and Total No. of Engine):	Cummins (Diesel) NT855-P-235 (Two nos.)
b.	Rated Power of each Engine:	235 HP At 2100 RPM
c.	Mast Height:	102 ft
d.	Rated Hookload Capacity (with 6 lines strung on travelling block):	250,000 lbs
e.	Nominal Workover depth rating (with 2.7/8"OD Tbg.):	4572 m
f.	Drilling Depth Rating (With 4.1/2" OD drill pipe):	1830 m
g.	Model of the hoist:	450-SERIES MODEL 1287/160 DOUBLE DRUM MEDIUM DUTY

8. Medium duty Workover Rig BHEL-IRI-`C'

a.	Outfit Engine (Model and Total No. of Engine):	Cummins (Diesel) NT855-P-235 (Two nos.)
b.	Rated Power of each Engine:	235 HP At 2100 RPM
c.	Mast Height:	102 ft
d.	Rated Hookload Capacity (with 6 lines strung on travelling block):	250,000 lbs
e.	Nominal Workover depth rating (with 2.7/8"OD Tbg.):	4572 m
f.	Drilling Depth Rating (With 4.1/2" OD drill pipe):	1830 m
g.	Model of the hoist:	450-SERIES MODEL 1287/160 DOUBLE DRUM MEDIUM DUTY

9. Medium duty Workover Rig BHEL-IRI-`D'

a.	Outfit Engine (Model and Total No. of Engine):	Cummins (Diesel) NT855-P-235 (Two nos.)
b.	Rated Power of each Engine:	235 HP At 2100 RPM
c.	Mast Height:	102 ft
d.	Rated Hookload Capacity (with 6 lines strung on travelling block):	250,000 lbs
e.	Nominal Workover depth rating (with 2.7/8"OD Tbg.):	4572 m
f.	Drilling Depth Rating (With 4.1/2" OD drill pipe):	1830 m
g.	Model of the hoist:	450-SERIES MODEL 1287/160 DOUBLE DRUM MEDIUM DUTY

10. Heavy Duty Workover Rig XJ-120 (5 Nos.)

a.	Outfit Engine (Model and Total No. of Engine):	Cat C11-ACERT (Diesel)- (Two nos.)
b.	Rated Power of each Engine:	350 HP At 2100 RPM
c.	Mast Height:	102 ft
d.	Maximum Hookload Capacity:	355000 lbs/ 1580 kN
e.	Nominal Workover depth rating (with 2.7/8"OD Tbg.):	6096 m
f.	Drilling Depth Rating (With 3.1/2" OD drill pipe):	3048 m
g.	Model of the hoist:	JC21/11F Double Drum (Maxm. Fast Line Pull: 47,200 pounds)

DETAILS OF WORKOVER JOBS

THE CONTRACTOR HAS TO CARRYOUT THE WORKOVER JOBS WITH OIL OWNED RIGS INCLUDING BUT NOT LIMITED TO FOLLOWING JOBS:

i) Recompletion of well with/without Gas lift valves, packer with /without electrical submersible pumps and sucker rod pumps.

ii) Fishing operations e.g. fishing of swabbing tools, logging tools, tubing, drill pipes, packers, piano wire, scrappers etc. and recompletion of well.

iii) Extension of perforation / reperforation with without plugging back and subsequent operation to bring the well into production.

iv) Isolation of zones by setting cement plug/bridge plug/packers and repairs.

v) Stimulation Jobs - acidization hydro-fracturing proppant.

vi) Sand control using gravel packing/screens consolidated pack.

vii) Sand / cement cleaning and recompletion of wells.

viii) Milling operations e.g. milling of packers, bottom hole junks, bridge plug, cement retainer and metallic obstructions.

ix) Water shut off job e.g. by squeezing cement, sodium orthosilicate polymer solution or any other technique.

x) Drilling of cement plug.

xi) Surfactant jobs.

xii) Other allied miscellaneous workover jobs as may be decided by OIL.

DETAILS OF OTHER WORKS TO BE PERFORMED BY THE CONTRACTOR

1.0 The contractor shall carryout work over / servicing operations of Oil & Gas Wells of OIL in the depth range up to 6000 mts. in the OIL's concession areas. The jobs are to be carried out with self propelled, mobile, mechanical Workover rigs owned by OIL. A brief description contractor's operation under reference is given in Exhibit-II.

2.0 The contractor shall carryout the following activities in addition to the operations indicated in Exhibit - II as part of the WORKOVER RIG OPERATION SERVICE CONTRACT.

i) Placement of rig at site in the well plinth, placement of rig ancillaries, rig stations and equipment for work-over operations in order at site. Necessary back up support for placement of rigs, stations and equipment will be provided by transport fleet of OIL.

ii) The contractor shall prepare / load / condition work-over fluid as per advice of chemist at the site as specified by O.I.L. the work-over fluid may be brine or clay mud. All requisite chemical will be provided by O.I.L at the site.

iii) Rigging up, and hooking up of surface lines, pilot pit lines, (connection and fittings will be provided by OIL). The actual operation will be the sole responsibility of contractor.

iv) The contractor shall check and start the engines of rig, rig pump, well killing pump, well servicing pump, generating-set engines, water pumps engines, etc. and keep everything ready for rigging up for subsequent operations.

v) The surface connection and surface fittings to and from well head to pumps shall be pressure tested to the recommended limit as advised by OILs authorised representative.

vi) The X-mass tree, well head and its accessories shall be rigged up and rigged down as per well programme or as and when advised by OIL.

vii) The contractor shall rig up pipe rack, catwalk, working platforms, substructure and other ancillary equipment at site.

viii) The contractor shall rig up the mast and centre the traveling block with respect to well centre after tightening the load guy lines and external guy lines will have to be secured firmly with the quy posts / anchors.

ix) The contractor shall carry out the work-over operation as per operation schedule of a particular well.

x) After completion of work over operations, the Contractor shall rig down the mast of the workover rig and keep the rig along with all accessories and equipment ready in all respect for moving out to he next forward location.

2.01 Details of Electrical Services to be provided by contractor:

i) Installation, connection and commissioning of alternator, switch board, motors, light fittings for area light, mast lighting goomty lighting, shed lighting etc.

ii) Erection of poles for lights fittings and overhead cable laying.

iii) Breakdown and periodical maintenance of all electrical equipment and light fittings etc.

iv) Dismantling of all the electrical equipments, light, poles etc. after completion of work over operations.

Note: The installation of electrical equipment has to be done as per I.E.E. rule and Oil Mines Regulation.

Other time frame expected from the Contractor are as under (TENTATIVE ONLY)

Sl. No.	Description of Operation	Time Frame
1	Rig up mast	3.00 hours
2	Fixing up of any lines centering of block with respect of well centre	2.00 hours
3	Arrangement & complete rigging down of mast & to make the outfit ready for movement to next location.	5.00 hours
4	Hooking up of all necessary lines for well killing operation to & from well head to well servicing pump and suction tank.	
(a)	Time for Rig/up	2.00 hours
(b)	Time for rig down Dismantling	1.00 hour
5	Hooking up & dismantling of pit line of various distribution point to & from water source.	
(a)	Time for Rig/up	1.00 hour
(b)	Time for rig down Dismantling	1.00 hour
6	Hooking up & dismantling of pit line to & from well head and pilot pit.	
(a)	Time for Rig/up	3.00 hours
(b)	Time for rig down/ Dismantling	2.00 hours
7	Arrangement & installation of tubing raft & ramp working platform, rigging up of tongs.	2.00 hours
8	Killing of the well However depending on well behaviour the time may vary.	4.00 hours
9	Removal of tubing hanger flange	1.00 hour
10	Rig up of BOP, testing & necessary fittings and rigging down.	2.00 hours
11	Feeling of top of cement plug/packers etc	1.00 hour
12	Arranging for & rigging up and dismantling of hydraulic power sub / tubing swivel.	
(a)	Time for Rig/up	1.00 hour
(b)	Time for rig down/ Dismantling	1.00 hour
13	Changing of casing/sand line	4.00 hours
14	Arranging for washing down of sand / cement etc and dismantling of the same.	1.00 hour
15	Washing down of sand / cement However, depending upon the well situation, the timing may vary.	2.00 hours
16	Making up breaking out of bit/milling shoe etc.	
(a)	Time for Rig/up	2.00 hours
(b)	Time for rig down/ Dismantling	2.00 hours
17	Hooking up & dismantling of cement for squeeze job	
(a)	Time for Rig/up	1.00 hour
(b)	Time for rig down/ Dismantling	1.00 hour
18	Arranging for and dismantling of swabbing operation by sand line.	
(a)	Time for Rig/up	2.00 hours
(b)	Time for rig down/ Dismantling	1.00 hour
19	Rig up of hanger flange and X-mass tree	2.00 hours
20	Diverting the well to OCS after completion of testing of well.	1.00 hour
21	Changing over of well fluid.	5.00 hours

The above time frames have been given for guideline purposes and contractor should comply with these time frames as far as possible.