



KG Basin Project

D.NO.11-4-7, Nookalamma Temple Street
Ramarao Peta, KAKINADA
Andhra Pradesh-533004, INDIA
Phone (O) 0884-2302176
Email: kgbasin@oilindia.in

GAR NO. GEM/GARPTS/ 22042021/LP5MQ1DHO4SX OF 22.04.2021

NOTICE INVITING TENDERS

NATIONAL COMPETITIVE BIDDING

FORWARDING LETTER

IFB No. CEI6835P22 FOR CHARTER HIRING OF ONE(1) MOBILE DRILLING RIG PACKAGE OF MINIMUM 1000HP CAPACITY INTEGRATED WITH CEMENTING SERVICES, MUD ENGINEERING SERVICES AND BULK HANDLING PLANT SERVICES FOR PERMANENT ABANDONMENT OF 5 (FIVE) ONSHORE EXPLORATORY WELLS DRILLED IN NELP-VI BLOCK KG-ONN-2004/1

1.0 OIL INDIA LIMITED (OIL), a “Navaratna” Category, Government of India Enterprise, is a premier oil Company engaged in exploration, production and transportation of crude oil & natural gas with its Headquarters at Duliajan, Assam. Oil India Limited (OIL)’s Project office located at Kakinada is presently entrusted to coordinate activities related to exploration and production of oil and natural gas from the Krishna Godavari onland and offshore, Mahanadi onland, Andaman offshore and Kerala-Konkan offshore basins in India. The Project Office of OIL at Kakinada is well connected by road, rail and air.

2.0 In connection with its onland operations in KG Basin Project, OIL invites Local Competitive Bids (LCB) from competent and experienced contractors through OIL’s e-procurement site for **Charter hiring of one(1) mobile drilling rig package of minimum 1000HP capacity integrated with cementing services, mud engineering services and bulk handling plant services for permanent abandonment of 5(firve) onshore exploratory wells drilled in NELP-VI Block KG-ONN-2004/1**. One complete set of Bid Document covering OIL's IFB for hiring of above services is uploaded in OIL’s e-procurement portal. Eligible and interested parties are invited to submit their most competitive bid on or before the scheduled bid closing date and time through OIL’s e-procurement portal. For ready reference of prospective bidders, few salient points of the IFB (covered in detail in the Bid Document) are highlighted below:

IFB No./ Tender No.	CEI6835P22
a. Type of IFB.	Single Stage Two Bid System
b. Bid Closing Date & Time.	10.06.2021 at 11-00 hrs (IST).
c. Bid(Technical) Opening Date & Time	10.06.2021 at 15-00 hrs (IST).
d. Priced Bid Opening Date & Time.	Will be intimated to the eligible Bidders nearer the time.
e. Bid Submission Mode.	Bid to be uploaded on-line in OIL’s E-Procurement portal.

f. Bid Opening Place.	Office of the Chief General Manager (KGB&BEP), Oil India Ltd., KG Basin Project , D.NO.11-4-7 Nookalamma Temple Road, Ramarao Peta, Kakinada, Andhra Pradesh-533004, India
g. Bid Validity.	120 days from bid Closing date.
h. Bid Security Amount	Nil/Not applicable
i. Amount and Validity of Performance Security.	Performance security @3% of estimated contract value is applicable against this contract valid up to 3 months from date of expiry of contract
j. Mobilisation Time	120 days from date of issue of LOA/mobilisation notice
j. Duration of the Contract.	6 (six) months or till completion of 5 (five) wells (well killing and permanent abandonment), whichever is earlier, from the date of commencement of contract.
k. Quantum of Liquidated Damage for Default in Timely Mobilisation.	Refer clause No. 30.0 of General Conditions of Contract (Part-3, Section-I)
l. Bids to be addressed to.	Chief General Manager (KGB&BEP), Oil India Ltd., KG Basin Project D.NO.11-4-7, Nookalamma Temple Road Ramarao Peta, Kakinada Andhra Pradesh-533004, India
m. Pre-Bid Conference Date.	11.05.2021 at 11:00 hrs (IST).
n. Last Date of receipt of Queries.	10.05.2021 up to 17:30 Hrs (IST)

3.0 **Pre-Bid Conference:** A pre-bid conference to explain Company's exact requirements and to reply queries of Bidders, if any, on the tender stipulations will be held on **11.05.2021 at 11:00 hrs (IST)** in OIL's KG Basin Project Office at D. No. 11-4-7 Nookalamma Temple Road, Ramarao Peta, Kakinada, Andhra Pradesh-533004, India to explain the requirements of Company in details to the interested prospective Bidders and to understand bidders' perspective including exchange of views/clarifications, if any, on the Scope of Work, Bid Evaluation Criteria and other terms & conditions of the Tender. 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. Prospective bidders may also attend the Prebid conference through Webex meeting in view of the prevailing COVID pandemic situation for which necessary arrangements will be made nearer the time.

3.1 Interested bidders are therefore, advised to submit their queries latest by 10.05.2021 up to 17:30 Hrs (IST) and also provide their email id and contact details for the Video Conference. OIL shall provide the necessary Webex link to the interested bidders to join the video conference on the scheduled date and time.

3.2 **QUERIES/CLARIFICATIONS ON THE TENDER:** The prospective Bidders shall submit their queries/clarifications against the tender through E-mail addressed to Chief General Manager (KGB&BEP), Oil India Ltd., **KG Basin Project**, D.NO.11-4-7, Nookalamma Temple Road, Ramarao Peta, Kakinada, Andhra Pradesh-533004, India and such queries must reach OIL's KG Basin Project office at Kakinada latest by **10.05.2021 up to 17:30 Hrs (IST)**. OIL shall provide clarifications on the date of pre-bid

conference to only those queries received within this date. Replies will also be uploaded in OIL's e-tender portal. Queries / Clarifications against the tender received beyond 10.05.2021 (17.30 Hrs) will not be entertained and replied. OIL will not be responsible for non-receipt or late receipt of any Bidder's query in OIL's office.

3.3 Clarifications/exceptions/deviations, if required any, should be brought out by the bidder prior to or during the Pre-Bid Conference only. After processing these suggestions, as a sequel to the Pre-Bid conference, Company may communicate the changes in this regard, if agreed any, through an addendum to tender document to the prospective bidders. Company will not accept any exception/deviation to tender conditions/specifications once the same are frozen after the Pre-Bid conference and the non-compliant Bid (s) shall be rejected outright against this tender.

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

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

5.1 To participate in OIL's E-procurement tender, bidders should have a legally valid digital certificate **of Class 3 with Organizations Name and Encryption certificate** as per Indian IT Act from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India (<http://www.cca.gov.in>). **Digital Signature Certificates having "Organization Name" field as "Personal" are not acceptable.**

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

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

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

5.5 Parties, who do not have a User ID, can click on **Guest login button** in the OIL's E-portal to view the available open tenders. The detailed guidelines are available in OIL's e-procurement site (Help Documentation). For any clarification in this regard, Bidders may contact OIL's ERP cell at erp_mm@oilindia.in, Ph.: 03742804903/7192/7171/7178.

6.0 **IMPORTANT NOTES:**

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

- i) The bid along with all supporting documents must be submitted through OIL's E-procurement site only except the following documents which shall be submitted manually by the Bidder in a sealed envelope super-scribed with OIL's IFB No., Bid Closing date and addressed to Chief General Manager (KGB&BEP), Oil India Ltd., **KG Basin Project**, D.NO.11-4-7, Nookalamma Temple Road, Ramarao Peta, Kakinada, Andhra Pradesh-533004, India:
 - a) Power of Attorney for signing the bid.
 - b) Printed catalogue and Literature, if called for in the tender.
 - c) Any other document required to be submitted in original as per tender requirement.

The above documents must be received at OIL's office at Kakinada on or before 11.00 Hrs (IST) on the Bid Closing date.

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

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

iv) The tender is invited under SINGLE STAGE-TWO BID SYSTEM. The Bidders shall submit both the "TECHNICAL" and "PRICED" bids through electronic form in the OIL's e-Procurement portal within the Bid Closing Date and Time stipulated in the e-Tender. The Technical Bid should be submitted as per Scope of Work & Technical Specifications along with all technical documents related to the tender and uploaded under **"Technical Attachment" Tab only. Bidders to note that no price details should be uploaded in "Technical Attachment" Tab Page. Details of prices as per Price Bid format/Priced bid can be uploaded as Attachment just below the "Tendering Text" in the attachment option under "Notes & Attachments" tab. A screen shot in this regard is given in the "Instruction to Bidder for Submission" file for guidance. Offer not complying with above submission procedure will be rejected as per Bid Evaluation Criteria.**

v) OIL has upgraded its E-tender Portal. As part of the new system, the intending bidder must have Encryption Certificate along with Digital Signature Certificate (DSC) of Class III [Organization]. The date for implementation of new system is 12th April 2017 and the requirement of the new DSC will be applicable for the tenders floated on 12th April 2017 onwards. All our current and prospective esteemed bidders are therefore requested to acquire Class III DSC [Organization] along with Encryption Certificate issued by any of the Licensed Certifying Authorities (CA) operating under Controller of Certifying Authorities (CCA) of India as per Indian IT Act 2000. Guideline for getting Digital Signature and other related information are available on the e-tender website www.oilindia.com. The bid signed using any other digital certificate or digital certificate without organization name of the bidder, will be liable for rejection.

vi) Encryption certificate is mandatorily required for submission of bid. In case bidder created response using one certificate (using encryption key) and bidder subsequently changes the digital signature certificate then the old certificate (used for encryption) is required in order to decrypt his encrypted response for getting the edit mode of his response. Once decryption is done, the bidder may use his new DSC certificate for uploading and submission of his offer. It is the sole responsibility of the bidder to keep their DSC certificate properly. In case of loss of DSC certificate, Oil India Limited is not responsible.

vii) Please refer "VENDOR USER MANUAL Rev2" document available on OIL's e-tender portal for help on system settings and procedure to upload technical and price bids.

viii) Amendments to the NIT after its issue will be published on OIL's website only. Revision, clarification, addendum, corrigendum, time extension etc. to the tender will be hosted on OIL website only. No separate notification shall be issued in the press. Prospective bidders are requested to visit website regularly to keep themselves updated.

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

7.0 If it is found that a Bidder has furnished fraudulent document/information, the Bid Security/Performance Security shall be forfeited and the party will be debarred for a period of 3 (three) years from date of detection of such fraudulent act, besides the legal action. In case of major and serious fraud, period of debarment may be enhanced. In this regard, bidders to categorically fill up undertaking as per format provided vide Proforma-M and submit the same along with their bid.

7.1 BACKING OUT BY CONTRACTOR: In case any Bidder withdraws their Bid within the Bid validity period, the party will be put on Holiday as per the Banning Policy (available in OIL's website) of Company.

7.2 BACKING OUT BY L-1 CONTRACTOR 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 Security shall be forfeited and the Bidder shall be dealt as per the Banning Policy (available in OIL's website) of Company.

7.3 ERRING / DEFAULTING AGENCIES: Erring and defaulting agencies like bidder, contractor, supplier, vendor, service provider will be dealt as per the latest OIL's Banning Policy available in OIL's website: www.oil-india.com.

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

Thanking you,

Yours faithfully,
OIL INDIA LIMITED

(Debasis Mishra)
Manager (C&P)
for Chief General Manager (C&P)

Date: 23.04.2021

PART - 1

INSTRUCTIONS TO BIDDERS

- 1.0 **Eligibility of the bidder:** The eligibility of the bidder are listed under BID EVALUATION CRITERIA (BEC), PART-2 of the Bid document.
- 1.1 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 **Bid Documents:** The services required, bidding procedures and contract terms are prescribed in the Bid Document. This Bid Document includes the following:
- a) Tender Forwarding Letter
 - b) Instructions to Bidders, (Part-1)
 - c) Bid Evaluation Criteria, (Part-2)
 - d) General Conditions of Contract, (Part-3, Section-I)
 - e) Scope of Work/Terms of Reference/Technical Specification, (Part-3, Section-II)
 - f) Special Conditions of Contract, (Part-3, Section-III)
 - g) Schedule of Rates, (Part-3, Section-IV)
 - h) Schedule of responsibilities for equipment, materials, supplies & services, (Annexure-I)
 - i) Proforma for Bio-data of key personnel, (Annexure-II)
 - j) Details fo Electrical Equipment used in Rig, (Annexure-III)
 - k) Details of all Cables, Light Fittings, Push Button stations, Plug & Sockets, Junction Boxes, Motors, Starters etc. to be used in the offered rig, (Annexure-IV)
 - l) Proforma Undertaking from Contractor's Personnel, (Annexure-V)
 - m) List of Independent Inspection Agencies, (Annexure-VI)
 - n) Estimated CIF value of items at the time of import, (Proforma-A)
 - o) Price Schedule Format, (Proforma-B, B1 & B2)
 - p) Bid Form, (Proforma-C)
 - q) Statement of Compliance with respect to BEC, (Proforma-D)
 - r) Statement of Non-Compliance (excepting BEC), (Proforma-E)
 - s) Bid Security Declaration (Proforma-F)
 - t) Performance Security Form, (Proforma-F1)
 - u) Sample Contract Form (Proforma-G)
 - v) Proforma Letter of Authority (Proforma-H)
 - w) Authorisation for Attending Bid Opening (Proforma-I)
 - x) Integrity Pact (Proforma -J)
 - y) Certificate of Annual Turnover & Net worth, (Proforma-K)
 - z) Safety Measure for Contract, (Proforma-L)
 - aa) Format of Undertaking by bidders towards submission of authentic information/documents, (Proforma-M)
 - bb) Undertaking regarding restrictions on procurement from a bidder of a country which shares a land border with India on the grounds of defence of India (Proforma-N)
 - cc) BEC (Technical) compliance Matrix, (Attachement-1)
 - dd) Rig Inspection Certificate, (Appendix-1)
- 2.1 The bidder is expected to examine all instructions, forms, terms and specifications in the Bid Documents. Failure to furnish all information required in the Bid Documents or submission of a bid not substantially responsive to the Bid Documents in every respect will be at the Bidder's risk & responsibility and may result in the rejection of its bid.

- 2.2 Bidders shall be deemed, prior to submitting their bids, to have satisfied themselves about the weather conditions, working culture in the area, socio-political environment, safety & security aspects, law & order situation and law of the land, and obtain for themselves all necessary information as to the risks, contingencies and all other circumstances, which may influence or affect the various obligations under the Contract.
- 3.0 **Transferability of bid documents:**
- 3.1 Bid Documents are non-transferable. Bid can be submitted only by the bidder in whose name the Bid Document has been issued/registered.
- 3.2 In case of e-Tender, Bidder must submit the bid using Organizational Class-3 Digital Signature issued by the Competent Authority in favour of the bidder. Bid submitted using Digital Signature other than the Digital Signature of the bidder shall be summarily rejected.
- 3.3 Unsolicited bids will not be considered and will be rejected straightway.
- 4.0 **Amendment of bid documents:**
- 4.1 At any time prior to the deadline for submission of bids, the Company may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid Documents through issuance of an Addendum(s)/Corrigendum(s)/Amendment(s).
- 4.2 The Addendum will be uploaded in OIL's E-Tender Portal in the Tab "Technical Rfx" and under External Area - "Amendments" folder. The Company may, at its discretion, extend the deadline for bid submission. Bidders are expected to take the Addendum into account in preparation and submission of their bid. Bidders are to check from time to time the E-Tender portal ["Technical RFX" Tab and under the folder "Amendments"] for any amendments to the bid documents before submission of their bids. No separate intimation shall be sent to the Bidders.
- 5.0 **Preparation of Bids**
- 5.1 Language of Bids: The bid prepared by the bidder and all correspondence and documents relating to the bid exchanged by the Bidder and the OIL shall be written in English language. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in English.
- 5.2 Documents comprising the bid: Bids are invited under Single Stage Two Bid System. The bid to be uploaded by the Bidder in OIL's E-Tender portal shall comprise of the following components:
- (A) Technical Bid (to be uploaded in "Technical Attachments" tab)
- a) Complete technical details of the services offered.
 - b) Documentary evidence established in accordance with Clause 9.0.
 - c) Copy of Bid-Form **without** indicating prices in Proforma-C.
 - d) Statement of Compliance as per Proforma-D.
 - e) Proforma-A: List of items to be imported **without** the CIF values.
 - f) Copy of Priced Bid **without** indicating prices (Proforma-B, B1 & B2).
 - g) Integrity Pact digitally signed by OIL's competent personnel as Proforma-J.
 - h) All Other relevant Undertakings and Proformas as applicable as part of Bid.

Note: Please note that, no price should be mentioned in the "Technical Attachments" tab.

(B) Price Bid (to be uploaded in "Notes and Attachments" tab)

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

- a) Price-Bid Format as per Proforma-B, B1 & B2
- b) Bid Form as per Proforma-C
- c) Proforma-A showing the items to be imported with the CIF values.

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

6.0 **Bid Form:** The bidder shall complete the Bid Form and the appropriate Price Schedule furnished in their Bid.

7.0 **Bid Price:**

7.1 Prices must be quoted by the Bidders online as per the price bid format available in OIL's E-Tender Portal under "Notes & Attachment" Tab. Prices must be quoted by the bidders as per the Price/Bidding format.

7.2 Prices quoted by the successful bidder must remain firm during its performance of the Contract and is not subject to variation on any account.

7.3 All duties (except basic customs duty on imported items for whose exemption necessary recommendation letter to DGH shall be issued by the Company) and taxes (excluding GST) including Corporate Income Tax, Personal Tax etc. and other Cess/levies payable by the successful bidder under the Contract for which this Bid Document is being issued, shall be included in the rates, prices and total Bid Price submitted by the bidder, and the evaluation and comparison of bids shall be made considering the quoted GST in the proforma.

8.0 **Currencies of bid and payment:** Bidder should submit their bid in Indian Rupees only.

9.0 **Documents establishing bidder's eligibility and qualifications:** These are listed in BID EVALUATION CRITERIA (BEC), PART-2 of the Bid document.

10.0 **BID SECURITY:**

10.1 The Bid Security is required to protect the Company against the risk of Bidder's conduct. In this regard, the bidders shall submit along with their bid a signed "Bid Security Declaration" (Proforma-F). Any bid not secured in accordance with Proforma-F above shall be rejected by the Company as non-responsive.

11.0 **Deleted**

12.0 **PERIOD OF VALIDITY OF BIDS:**

12.1 Bids shall remain **valid for 120** days from the date of closing of bid prescribed by the Company. **Bids of shorter validity will be rejected as being non-responsive.** If nothing is mentioned by

the Bidder in their bid about the bid validity, it will be presumed that the bid is valid for 120 days from Bid Closing Date.

- 12.2 In exceptional circumstances, the Company may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing through Fax or e-mail. A Bidder may refuse the request. A Bidder granting the request will neither be required nor permitted to modify their Bid.

13.0 **SIGNING & SUBMISSION OF BID:**

13.1 **Signing of Bid:**

- 13.1.1 Bids are to be submitted online through OIL's E-procurement portal with digital signature. The bid and all attached documents should be digitally signed by the bidder using "Class 3" digital certificates with Organization's Name [e-commerce application (Certificate with personal verification and Organization Name)] as per Indian IT Act 2000 obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India before bid is uploaded. Digital Signature Certificates having Bidder's Name in the "Organization Name" field are only acceptable. Digital Signature Certificate having "Organization Name" field other than Bidder's Name shall be rejected summarily.

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

If any modifications are made to a document after attaching digital signature, the digital signature shall again be attached to such documents before uploading the same. The Power of Attorney in original shall be submitted by bidder as mentioned in Para 13.2 below.

In case the digital signature is not of "Class-3" with organization name, the bid will be rejected. Bidder is responsible for ensuring the validity of digital signature and its proper usage by their employees.

- 13.1.2 The original and all copies of the bid shall be typed or written in indelible inks. Since bids are to be submitted ONLINE with digital signature, manual signature is NOT relevant. The letter of authorisation (as per Proforma-H) shall be indicated by written Power of Attorney accompanying the Bid.
- 13.1.3 Any physical documents submitted by bidders shall contain no interlineations, white fluid erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such correction shall be initialed by the person or persons who has/have digitally signed the Bid.
- 13.1.4 Any Bid, which is incomplete, ambiguous, or not in compliance with the Bidding process shall be rejected.

13.2 **Submission of Bid:**

The tender is processed under single stage - Two bid system. Bidder shall submit the Technical bid and Priced bid along with all the Annexures and Proforma (wherever applicable) and copies of documents in electronic form through OIL's e-procurement portal within the Bid Closing Date & Time stipulated in the e-tender. For submission of Bids online at OIL's E-Tender Portal, detailed instructions is available in "User Manual" available in OIL's E-Tender Portal. Guidelines for bid submission are also provided in the "Forwarding Letter". The Technical Bid is to be submitted as per Terms of Reference/Technical Specifications of the bid document and Priced Bid as per the Price Schedule. The Technical Bid should be uploaded in the "Technical Attachment" Tab Page only. Prices to be quoted as per Proforma-B, B1 & B2 should be uploaded as Attachment just in

the attachment link under “Notes & Attachments” Tab under General Data in the e-portal. No price should be given in the “Technical Attachment”, otherwise bid shall be rejected. The priced bid should not be submitted in physical form and which shall not be considered. However, the following documents in one set should necessarily be submitted in physical form in sealed envelope superscribing the “IFB No., Brief Description of services and Bid Closing/Opening date & Time along with the bidder’s name and should be submitted to Chief General Manager (KGB&BEP), Oil India Ltd., KG Basin Project, D.NO.11-4-7, Nookalamma Temple Road, Ramarao Peta, Kakinada, Andhra Pradesh-533004, India before the scheduled bid closing date and time:

- a) Power of Attorney for signing the bid.
 - b) Printed catalogue and Literature, if called for in the tender.
 - c) Any other document required to be submitted in original as per tender requirement.
- Documents sent through E-mail/Fax/Telephonic method will not be considered.

13.2.1 All the conditions of the contract to be made with the successful bidder are given in various Sections of the Bid Document. Bidders are requested to state their non-compliance, if any, to each clause as per Proforma-E of the bid document and the same should be uploaded along with the Technical Bid.

13.2.2 Timely delivery of the documents in physical form as stated in Para 13.2 above is the responsibility of the bidder. Bidders should send the same through Registered Post or by Courier Services or by hand delivery to the Officer in Charge of the particular tender before the Bid Closing Date and Time. Company shall not be responsible for any postal delay/transit loss.

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

14.0 **INDIAN AGENT/REPRESENTATIVE/RETAINER/ASSOCIATE:** Not Applicable.

15.0 **DEADLINE FOR SUBMISSION OF BIDS:**

15.1 Bids should be submitted online as per the online tender submission deadline. Bidders will not be permitted by System to make any changes in their bid/quote after the bid submission deadline is reached. Bidders are requested to take note of this and arrange to submit their bids within the submission deadline to avoid last minute rush/network problems.

15.2 No bid can be submitted after the submission dead line is reached. The system time displayed on the e-procurement web page shall decide the submission dead line.

15.3 The documents in physical form as stated in Para 13.2 must be received by Company at the address mentioned above on or before the scheduled Bid Closing Date and time. Timely delivery of the same is the responsibility of the Bidders.

16.0 **LATE BIDS:** Bidders are advised in their own interest to ensure that their bids are uploaded in system before the closing date and time of the bid.

17.0 **MODIFICATION AND WITHDRAWAL OF BIDS:**

17.1 The Bidder after submission of Bid may modify or withdraw its Bid prior to Bid Closing Date & Time in the e-portal using Digital Signature by the person or persons who has/have digitally signed the Bid. Withdrawal or modification of bid through physical correspondence shall not be considered and accepted.

17.2 No Bid can be modified or withdrawn subsequent to the deadline for submission of Bids.

- 17.3 No Bid can be withdrawn in the interval between the deadline for submission of Bids and the expiry of the period of Bid Validity specified by the Bidder on the Bid Form. Withdrawal of a Bid during this interval shall result in the bidder debarred from participation in future tenders of OIL as per the Banning Policy of OIL.
- 18.0 **EXTENSION OF BID SUBMISSION DATE:** Normally no request for extension of Bid Closing Date & Time will be entertained. However, OIL at its discretion, may extend the Bid Closing Date and/or Time due to any reasons.
- 19.0 **BID OPENING AND EVALUATION:**
- 19.1 Company will open the Technical Bids, including submission made pursuant to clause 15.0, in presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Forwarding Letter. However, an authorization letter (as per Proforma-I) from the Bidder must be produced by the Bidder's representative at the time of Bid Opening. Unless this Letter is presented, the representative will not be allowed to attend the Bid Opening. The Bidder's representatives who are allowed to attend the Bid Opening shall sign a register evidencing their attendance. Only one representative against each Bid will be allowed to attend. In technical bid opening, only "Technical Attachment" will be opened. Bidders therefore should ensure that technical bid is uploaded in the "Technical Attachment" Tab Page only in the E-portal.
- 19.2 In case of any unscheduled holiday or Bandh on the Bid Opening Date, the Bids will be opened on the next full working day. Accordingly, Bid Closing Date / time will get extended up to the next working day and time.
- 19.3 Bids which have been withdrawn pursuant to clause 17.0 shall not be opened. Company will examine bids to determine whether they are complete, whether documents have been digitally signed and whether the bids are generally in order.
- 19.4 At bid opening, Company will announce the Bidder's names, written notifications of bid modifications or withdrawal, if any, and such other details as the Company may consider appropriate.
- 19.5 Normally no clarifications shall be sought from the Bidders. However, for assisting in the evaluation of the bids especially on the issues where the Bidder confirms compliance in the evaluation and contradiction exists on the same issues due to lack of required supporting documents in the Bid (i.e. document is deficient or missing), or due to some statement at other place of the Bid (i.e. reconfirmation of confirmation) or vice versa, clarifications may be sought by OIL. In all the above situations, the Bidder will not be allowed to change the basic structure of the Bid already submitted by them and no change in the price or substance of the Bid shall be sought, offered or permitted.
- 19.6 Prior to the detailed evaluation, Company will determine the substantial responsiveness of each bid to the requirement of the Bid Documents. For purpose of these paragraphs, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bid Document without material deviations or reservation. A material deviation or reservation is one which affects in any substantial way the scope, quality, or performance of work, or which limits in any substantial way, in-consistent way with the Bid Documents, the Company's right or the bidder's obligations under the contract, and the rectification of which deviation or reservation would affect unfairly the competitive position of other bidders presenting substantial responsive bids. The Company's determination of Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.

- 19.7 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.
- 19.8 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.
- 20.0 **OPENING OF PRICED BIDS:**
- 20.1 Company will open the Priced Bids of the techno-commercially qualified Bidders on a specific date in presence of representatives of the qualified bidders. The techno-commercially qualified Bidders will be intimated about the Priced Bid Opening Date & Time in advance. In case of any unscheduled holiday or Bandh on the Priced Bid Opening Date, the Bids will be opened on the next working day.
- 20.2 The Company will examine the Price quoted by Bidders to determine whether they are complete, any computational errors have been made, the documents have been properly signed, and the bids are generally in order.
- 20.3 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price (that is obtained by multiplying the unit price and quantity) the unit price shall prevail and the total price shall be corrected accordingly. If there is a discrepancy between words, and figures, the amount in words will prevail. If any Bidder does not accept the correction of the errors, their Bid will be rejected.
- 21.0 **CONVERSION TO SINGLE CURRENCY:** Not Applicable.
- 22.0 **EVALUATION AND COMPARISON OF BIDS:** The Company will evaluate and compare the bids as per **BID EVALUATION CRITERIA (BEC), PART-2** of the Bid Document.
- 22.1 **DISCOUNTS / REBATES:**
- 22.1.1 Unconditional discounts/rebates, if any, given in the bid will be considered for evaluation.
- 22.1.2 Post bid or conditional discounts/rebates offered by any bidder shall not be considered for evaluation of bids. However, if the lowest bidder happens to be the final acceptable bidder for award of contract, and if they have offered any discounts/rebates, the contract shall be awarded after taking into account such discounts/rebates.
- 23.0 **CONTACTING THE COMPANY:**
- 23.1 Except as otherwise provided in Clause 19.0 above, no Bidder shall contact Company on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded except as required by Company vide sub-clause 19.5.
- 23.2 An effort by a Bidder to influence the Company in the Company's bid evaluation, bid comparison or Contract award decisions may result in the rejection of their bid.
- 24.0 **AWARD OF CONTRACT**
- 24.1 **AWARD CRITERIA:** The Company will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

- 25.0 **COMPANY'S RIGHT TO ACCEPT OR REJECT ANY BID:** Company reserves the right to accept or reject any or all bids and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected Bidder, or Bidders or any obligation to inform the affected Bidder of the grounds for Company's action.
- 26.0 **NOTIFICATION OF AWARD:**
- 26.1 Prior to the expiry of the period of bid validity or extended validity, Company will notify the successful Bidder in writing by registered letter or by fax or E-mail (to be confirmed in writing by registered / couriered letter) that its Bid has been accepted.
- 26.2 The notification of award will constitute the formation of the Contract.
- 27.0 **PERFORMANCE SECURITY:** Successful bidder has to submit Performance Security amount as mentioned in GCC clause no. 10.0.
- 28.0 **SIGNING OF CONTRACT:**
- 28.1 At the same time as the Company notifies the successful Bidder that its Bid has been accepted, the Company will either call the successful Bidder for signing of the agreement or send the Contract Form (refer Proforma-G) provided in the Bid Documents, along with the General & Special Conditions of Contract, Technical Specifications, Schedule of Rates incorporating all agreements agreed between the two parties.
- 28.2 The successful Bidder shall sign and date the contract and return it to the Company after receipt of LOA. Till the contract is signed, the LOA issued to the successful bidder shall remain binding amongst the two parties.
- 28.3 In the event of failure on the part of the successful Bidder to sign the contract, OIL reserves the right to terminate the LOA issued to the successful Bidder and invoke the Bid Security declaration or the Performance Security if submitted by the successful Bidder. The party shall also be debarred for a period of two (02) years from the date of default as per the Banning Policy of OIL.
- 29.0 **CREDIT FACILITY:** Bidders should indicate clearly in the Bid about availability of any credit facility inclusive of Government to Government credits indicating the applicable terms and conditions of such credit.
- 30.0 **MOBILISATION ADVANCE PAYMENT:**
- 30.1 Request for advance payment shall not be normally considered. However, depending on the merit and at the discretion of the Company, advance against mobilisation charge may be given at an interest rate of 1% above the prevailing Bank rate (CC rate) of SBI from the date of payment of the advance till recovery/refund.
- 30.2 Advance payment agreed to by the Company shall be paid only against submission of an acceptable bank guarantee whose value should be equivalent to the amount of advance plus the amount of interest covering the period of advance. Bank guarantee shall be valid for 2 months beyond completion of mobilisation and the same may be invoked in the event of Contractor's failure to mobilise as per agreement.
- 30.3 In the event of any extension to the mobilisation period, Contractor shall have to enhance the value of the bank guarantee to cover the interest for the extended period and also to extend the validity of bank guarantee accordingly.

31.0 INTEGRITY PACT:

31.1 OIL shall be entering into an Integrity Pact with the Bidders as per format enclosed vide Proforma-J of the Bid Document. The Integrity Pact has been duly signed digitally by OIL's competent signatory and uploaded in the OIL's e-portal. The Integrity Pact shall be returned by the bidder (along with the technical Bid) duly signed by the same signatory who signed the Bid i.e. who is duly authorized to sign the Bid. Uploading the Integrity Pact in the OIL's E-portal with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who has signed the bid. If any bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid shall be rejected straightway.

31.2 OIL has appointed the following persons as Independent External Monitors (IEM) for a period of 3 (three) years to oversee implementation of Integrity Pact in OIL. Bidders may contact the Independent External Monitor for any matter relating to the IFB at the following addresses:

1. Shri Shri Sutanu Behuria, IAS (Retd.);
E-mail: sutanu2911@gmail.com
2. Shri Rudhra Gangadharan, IAS (Retd.), Ex-Secretary, Ministry of Agriculture
E-mail: rudhra.gangadharan@gmail.com
3. Shri Om Prakash Singh, IPS (Retd.);
E-mail: ops2020@rediffmail.com

32.0 LOCAL CONDITIONS:

It is imperative for each Bidder to be fully informed themselves of all Indian as well as local conditions, factors and legislation which may have any effect on the execution of the work covered under the Bidding Document. The bidders shall be deemed, prior to submitting their bids to have satisfied themselves of all the aspects covering the nature of the work as stipulated in the Bidding Document and obtain for themselves all necessary information as to the risks, contingencies and all other circumstances, which may influence or affect the various obligations under the Contract.

No request will be considered for clarifications from the Company (OIL) regarding such conditions, factors and legislation. It is understood and agreed that such conditions, factors and legislation have been properly investigated and considered by the Bidders while submitting the Bids. Failure to do so shall not relieve the Bidders from responsibility to estimate properly the cost of performing the work within the provided timeframe. Company (OIL) will assume no responsibility for any understandings or representations concerning conditions made by any of their officers prior to award of the Contract. Company (OIL) shall not permit any Changes to the time schedule of the Contract or any financial adjustments arising from the Bidder's lack of knowledge and its effect on the cost of execution of the Contract.

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

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

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

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

33.0 **SPECIFICATIONS:** Before submission of Bids, Bidders are requested to make themselves fully conversant with all Conditions of the Bid Document and other relevant information related to the works/services to be executed under the contract.

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

35.0 Ministry of Finance of Govt. of India, Department of Expenditure, Public procurement Division vide office memorandum F. No. 6/18/2019-PPD dated 23rd July, 2020 (order-Public Procurement no.1) has proclaimed the insertion of Rule 144 (xi) in the General Financial Rules (GFRs), 2017 w.e.f. 23rd July, 2020 regarding restrictions on procurement from a bidder of a country which shares a land border with India on the grounds of defence of India on matters directly or indirectly related thereto including national security. Bidders are requested to take note of the following clauses and submit their offers accordingly wherever applicable. Bidders must submit duly sealed & signed undertaking as per format provided vide Proforma-N along with the technical bid.

35.1 Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.

35.1.1 Validity of Registration: In respect of tenders, registration should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance/placement of order, registration shall not be a relevant consideration during contract execution.

35.2 "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

35.3 "Bidder from a country which shares a land border with India" for the purpose of this Order means:

- a. An entity incorporated, established or registered in such a country; or
- b. A subsidiary of an entity incorporated, established or registered in such a country; or
- c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d. An entity whose beneficial owner is situated in such a country; or
- e. An Indian (or other) agent of such an entity; or
- f. A natural person who is a citizen of such a country; or
- g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

35.4 The beneficial owner for the purpose of (iii) above will be as under:

- 35.4.1 In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means. Explanation:
- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company;
 - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
- 35.4.2 In case of a partnership firm, the beneficial owner is the natural person (s) who, whether acting alone or together, or through one or more juridical person, has ownership or entitlement to more than fifteen percent of capital or profits of the partnership.
- 35.4.3 In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
- 35.4.4 Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
- 35.4.5 In case of trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- 35.5 An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- 35.6 The successful bidder shall not be allowed to sub-contract any job related to the procurement (e.g. installation and commissioning, Annual Maintenance Contract etc.) to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

END OF PART - 1

PART-2

BID EVALUATION CRITERIA(BEC)

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

(A) TECHNICAL EVALUATION CRITERIA:

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

1.0 DRILLING RIG:

1.1 The Bidder shall be in possession of the Rig offered as per Terms of Reference/Technical Specification either owned or leased. In case the Bidder is not in possession of the Rig at the time of submission of bid, they may offer a Rig for which they have an agreement for lease /buy.

1.1.1 Identification of Rig:

- (a) All the Bidders are required to identify the Rig at the time of submission of bid with documentary proof thereof, confirming availability of the Rig for this contract.
- (b) In case owner of the Rig himself is the Bidder, owner himself shall furnish the certificate confirming availability of the Rig for this contract.
- (c) In case of leased Rig/proposed purchase of Rig, the Bidders who do not own the Rig at the time of submission of bid, are required to submit along with un-priced bid, i.e. Technical bid, the original Memorandum of Understanding/Agreement of lease/purchase of Rig, concluded with the owner of the Rig, especially for this tender, with documentary proof of ownership of the Rig in the form of registration certificate of the Rig. The above MOU/Agreement must be valid throughout validity of the Bid. In case of leased Rig, the successful Bidder shall be required to keep the MOU/Agreement valid for the period of contract and any extension thereof.
- (d) The MOU/Agreement must be legally valid.
- (e) Bidder may identify more than one rig against tender requirement, giving complete technical details for evaluation along with copy of MOU/ Agreement for this Tender. Bidders will have to mobilize the rig out of these identified rigs, which are found acceptable to the Company.
- (f) Bidder would not be allowed to substitute the Rig once offered by them in their Bid during the period of bid validity.
- (g) Offers with identified Rigs but with the condition "subject to availability" may be considered for techno-commercial evaluation. The Bidders, however, shall have to

confirm the availability of the rig one day prior to price bid opening. The date of price bid opening will be intimated to the Bidder subsequently. Bidders, who fail to confirm availability of the Rig, will not be considered for price bid opening and would not be considered for award of contract also.

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

1.3 **Residual Life:** The Drilling Unit offered shall have a residual life of minimum 2(two) years as on the Bid Closing Date (BCD) of the Tender. The Bidder's declaration on the present condition of the offered drilling unit and its residual life along with a certificate issued by an internationally reputed inspection and certification agency listed in Para 1.4.2 below to this effect shall be submitted along with the Technical Bid. The certificate shall clearly indicate the residual life broadly of the mast & sub-structure, choke and kill manifold, all engines, draw-works, rotating system, hoisting system, mud pumps, tackle system, BOPs, service engine and pump, control of PCRs (viz. SCR/VFD house, MCC etc.), drilling alternators, drilling and auxiliary motors, cable system etc. and as a whole. In case offer is made for a brand-new Rig the certificate for residual life is not necessary.

1.4 **Inspection of Rig package:**

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

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

- (a) DNV
- (b) BV
- (c) Lloyds Register Drilling Integrity Services (LRDIS).
- (d) Oil Field Audit & Service Inc.
- (e) OES Equipment LLC, India

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

- (i) Name and address of the owner of the Rig after due verification of documents.
- (ii) Confirmation that the Rig meets the technical specification as laid down in the Tender Document.
- (iii) Make, Model, Capacity/Rating, Year of Manufacture etc. as inspected for each critical / major components of Rig along with duly filled-in all necessary Proforma, Annexures, etc. enclosed in the Tender Document (refer Appendix-1).

- (iv) In case of new Rig, the Bidder should submit a certificate in original from the manufacturer along with the Technical Bid. The certificate from manufacturer should also clearly indicate the committed date of readiness of the Rig for shipment.

1.5 The offered Rig Package should be capable of fulfilling "Scope of Work" and conforming to the technical specification as laid down in the Bid Document. The offered Rig must be suitable for cluster location (1 + 1 Wells). Spacing between wells at surface on cluster well plinth is 10m (approx). Bidder must confirm compliance of the same.

1.6 **Mobilization:** Offers indicating mobilization time more than 150 (One hundred fifty) days from the date of issuance of LOA will be summarily rejected. However, Bidders are advised to indicate their best possible mobilization period (less than 150 days) in their Bids.

2.0 EXPERIENCE:

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

- (a) Minimum one (1) year continuous experience of providing drilling/workover services with minimum 750 HP capacity Mobile Drilling Rig on charter hire basis.
- (b) Drilling/workover services of at least 3 (three) nos. oil/gas wells, using 10M BOP stack, with Drilling Rig of minimum 750 HP capacity.

2.1 Indian Company/Indian Joint Venture Company as bidder: In case the bidder is an Indian Company/Indian Joint Venture Company, either the Indian Company/Indian Joint Venture Company or its Technical Collaborator/Joint venture partner must meet the criteria under clause 2.0 above.

- (a) Details of experience and past performance of the bidder or the collaborator (in case of collaboration) or of joint venture partner (in case of a joint venture), on works/jobs done of similar nature in the past are to be submitted along with the Technical Bid, in support of the experience criteria laid down above (Similar nature means providing the Drilling Rig Package Services with crew).
- (b) MOU/ Agreement concluded by the bidder with technical collaborator / joint venture partner (in case of Joint Venture), must also be addressed to the Company, clearly stating that the MOU /Agreement is applicable to this tender and shall be binding on them for the entire contract period. Notwithstanding the MOU/Agreement, the responsibility of completion of job under this contract will be with the bidder.
- (c) The MOU/Agreement should be legally valid i.e. it should be on a non-judicial stamp paper.

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

- (a) The leader of the consortium can submit bid on behalf of consortium of bidders. Memorandum of Understanding (MOU) between the consortium members duly

executed by the CEOs or authorized representative of the consortium members, addressed to OIL, must accompany the bid which should clearly define role/scope of work of each partner/member and should clearly define the leader of the consortium and also authorizing the leader for signing and submission of Bid on their behalf. Memorandum of Understanding (MOU) must also state that all the members of consortium shall be jointly and severally responsible for discharging all obligations under the contract. However, the leader of the consortium must submit an undertaking along with the technical bid towards unconditional acceptance of full responsibility for executing the 'Scope of Work' of this bid document. In case of award, such MOU shall be kept valid through the entire contract period, including extension, if any. The leader of the Consortium should satisfy the minimum experience requirement as per clause 2.0 above.

- (b) Only the leader of the consortium shall buy the bid document and submit bid on behalf of the consortium. The other members of the consortium shall ratify all the acts and decision of the Leader of the Consortium, which are taken in connection with and/or during the evaluation of the tender and execution of the contract.
- (c) The Performance Security shall be in the name of the Leader of the consortium on behalf of consortium with specific reference to consortium bid and name & address of consortium members.
- (d) The leader of the consortium on behalf of the consortium shall coordinate with OIL during the period the bid is under evaluation as well as during the execution of works in the event contract is awarded and he shall also be responsible for resolving dispute/ misunderstanding/undefined activities, if any, amongst all the consortium members.
- (e) Any correspondence exchanged with the leader of consortium shall be binding on all the consortium/joint venture members.
- (f) Payment shall be made by OIL only to the leader of the consortium towards fulfillment of the contract obligation.
- (g) In case of consortium bids, the bid shall be digitally signed by the authorized representative of the leader of the consortium. The power of Attorney from each member authorizing the leader for signing and submission of Bid on behalf of individual member must accompany the bid, if the same is not mentioned in the MOU submitted along with the bid.
- (h) **Constitution of consortium:** If during the evaluation of bid, a consortium leader proposes any alterations/changes in the constitution or replacement or inclusion or expulsion of any partner(s)/member(s) of the consortium which had originally submitted the bid, to drive some advantages/benefits based on any development(s) having come to knowledge at any time, the bid of such a consortium shall be liable for rejection.
- (i) **Signing of contract:** In the event of award of contract to the consortium, the contract to be signed by the leader of the consortium on behalf of the members of the consortium and the liability shall be binding on each member of the consortium jointly and severally.

- (j) Bidder(s) quoting in collaboration/joint venture partnership/consortium with any firm are not allowed to quote separately/independently against this tender. The collaborator is also not allowed to quote separately/independently against this tender. All such bids including the partnership bids shall be summarily rejected against the tender.
- (k) The MOU/Agreement should be legally valid i.e. it should be on a non-judicial stamp paper.

3.0 CREW EXPERIENCE:

- 3.1 The Bidder shall confirm to deploy minimum nos. and the category of the Rig crew personnel as indicated under Terms of Reference / Technical Specification of the Bid Document. The Drilling Key Personnel must have requisite experience and meet eligibility criteria in their respective position and should be fluent in English. Bidder may deploy additional personnel for maintenance / operation / supervision / training / inspection at their cost. OIL shall make no payment for additional personnel so deployed.
- 3.2 Confirmation in regard to the point above shall be submitted in the Technical Bid. However, list of all crew personnel with bio-data, proof of qualification & experience etc. shall be submitted for approval of OIL before commencement of work.

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

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

Note: Bidders to submit duly filled BEC (Technical) compliance Matrix (Attachment-1) to facilitate evaluation of offer.

(B) FINANCIAL EVALUATION CRITERIA:

- 1.0 Annual Financial Turnover of the Bidder during any of preceding three financial/ accounting years from the original bid closing date should be at least **INR 8.69 Cr.**
- 2.0 "**Net Worth**" of the Bidder should be positive for the preceding financial/ accounting year.

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

Considering the time required for preparation of Financial Statements, if the last date of preceding financial / accounting year falls within the preceding six months reckoned from the original bid closing date and the Financial Statements of the preceding financial / accounting year are not available with the Bidder, then the financial turnover of the previous three financial / accounting years excluding the preceding financial / accounting year will be considered. In such cases, the Net worth of the previous financial / accounting year excluding the preceding financial / accounting year will be considered. However, the Bidder has to submit an affidavit/undertaking certifying that 'the balance sheet/Financial Statements for the financial year (as the case may be) has actually not been audited so far'.

Notes :

- (a) For proof of Annual Turnover & Net worth any one of the following document must be submitted along with the bid:-
- i) A certificate issued by a practicing Chartered Cost Accountant (with Membership Number and Firm Registration Number), certifying the Annual turnover & Net worth as per format prescribed in Proforma-K.
- OR
- ii) Audited Balance Sheet along with Profit & Loss account.
- b) In case the Bidder is a Central Govt. Organization/PSU/State Govt. Organization/Semi-State Govt. Organization or any other Central/State Govt. Undertaking, where the auditor is appointed only after the approval of Comptroller and Auditor General of India and the Central Government, their certificates may be accepted even though FRN is not available. However, Bidder to provide documentary evidence for the same.
- 4.0 In case the Bidder is a Consortium, then any one of the Consortium members individually shall have to meet the financial turn-over criteria as per Para 1.0 above. Other Consortium members individually shall have minimum financial turn-over of **INR 2.17Crores**.
- 5.0 In case the Bidder is subsidiary company (should be a wholly owned subsidiary of the parent/ultimate parent/holding company) who does not meet financial criteria by itself and submits his bid based on the strength of his parent/ultimate parent/holding company, then following documents need to be submitted.
- i) Turnover of the parent/ultimate parent/holding company should be in line with Para 1.0 under Financial Criteria above.
 - ii) Net Worth of the parent/ultimate parent/holding company should be positive.
 - iii) Corporate Guarantee on parent/ultimate parent/holding company's company letter head signed by an authorised official undertaking that they would financially support their wholly owned subsidiary company for executing the project/job in case the same is awarded to them.
 - iv) Document of subsidiary company towards wholly owned subsidiary of the parent/ultimate parent/holding company.

(C) COMMERCIAL EVALUATION CRITERIA :

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

- 1.0 Bids shall be submitted under single stage two-bid system i.e. Technical Bid and Priced Bid separately. Bids shall be rejected outright if the prices are indicated in the technical bids or if not conforming to this two bid system.
- 2.0 Bidder shall offer firm prices. Price quoted by the successful Bidder must remain firm during the execution of the contract and not subject to variation on any account.
- 3.0 Bids with shorter validity i.e., less than **120 days** from the bid closing date shall be rejected as being non-responsive.
- 4.0 Bid Security is not applicable against this tender. However, bidders shall submit along with their bid a signed "Bid Security Declaration" (PROFORMA-F) accepting that, if they withdraw or modify their bids during the period of validity; or if they are awarded the contract and they fail to sign the contract; or if they fail to submit performance security before the deadline defined in the NIT; they shall be suspended for the period of two years. This suspension of two years shall be automatic without conducting any enquiry.
- 5.0 The Integrity Pact must be uploaded in OIL's E-Procurement portal along with the Technical Bid duly signed by the same signatory who signed the Bid i.e. who is duly authorized to sign the Bid. If any Bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid shall be rejected straightway.
- 6.0 Bids received through the e-procurement portal shall only be accepted. Bids received in any other form shall not be accepted.
- 7.0 Bids submitted after the Bid Closing Date and Time shall be rejected.
- 8.0 The bid documents are not transferable. Bids made by Bidders who have not been issued the bid documents from the Company shall be rejected.
- 9.0 Bids shall be typed or written in indelible ink and shall be digitally signed by the Bidder or his authorized representative.
- 10.0 Bids shall contain no interlineations, erasures or over writing except as necessary to correct errors made by Bidders, in which case such corrections shall be initialed by the person(s) signing the bid.
- 11.0 Bidders shall bear, within the quoted rates, the personal tax as applicable in respect of their personnel and sub-contractor's personnel, arising out of execution of the contract.
- 12.0 Bidders shall bear, within the quoted rate, the corporate tax as applicable on the income from the contract.
- 13.0 Bidders shall bear, within the quoted rate, all taxes, duties, levies etc., but, excluding GST. GST as applicable shall be payable extra.
- 14.0 Any Bid containing false statement shall be rejected.

15.0 Bidders must quote clearly and strictly in accordance with the price schedule outlined in "Price Bid Format" (Proforma – B, B1 & B2) of Bid Document; otherwise the Bid will be summarily rejected.

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

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

(D) GENERAL EVALUATION CRITERIA:

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

2.0 To ascertain the substantial responsiveness of the bid, the Company reserves the right to ask the bidder for clarification in respect of clauses covered under BEC also and such clarifications fulfilling the BEC clauses in toto must be received in “**ONE GO**” on or before the deadline given by the Company, failing which the offer will be summarily rejected.

3.0 If any of the clauses in the BEC contradict with other clauses of tender document elsewhere, then the clauses in the BEC shall prevail.

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

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

6.0 CUSTOMS DUTY:

In terms of Sl. No. 404 of the Customs Notification No.50/2017-Cus dated 30.06.2017, imports of the items specified in List 33 of the Notification are subject to levy of concessional rate of customs duty @5% (Basic Customs Duty Nil & IGST @5%) subject to conditions specified therein (Condition No. 48). However, this is subject to

change as per Government guidelines and the provisions ruling at the time of tender closing will be applicable. Similarly, the domestic supply of such goods would attract 5% GST (i.e. IGST or CGST & SGST/UTSGT) on submission of EC in terms of GST Notification No. 03/2017.

7.0 DOCUMENTS:

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

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

8.0 THIRD PARTY INSPECTION OF DOCUMENTS: Oil India Limited (OIL) has engaged 09 (Nine) Independent Inspection Agencies to verify and certify of various documents required against BEC of the tender. The list of these Independent Inspection Agencies along with their email ID's is attached as Annexure-VI.

8.1 The Bidders have to get verified and certified the various documents required against BEC of the tender by any one of the above Independent Inspection Agencies and submit the duly certified Inspection Certificate by the Inspection Agencies along with the Technical Bid of the Tender. All Charges of the Third-Party Independent Inspection Agencies towards verification of bidder's documents and certification thereof shall be borne by the respective bidders and payments on account of above inspection, verification and certification shall be made directly by the Bidder to the Inspection Agency(s). OIL shall not be responsible for any payment dispute between Bidders and Third Party Inspection Agencies.

8.2 As mentioned above, Bidder(s) have to submit the verified documents along with the Technical Bids. Bid submitted with un-verified supporting documents shall not be considered. However, in case a bidder submits its bid alongwith all relevant supporting documents as per BEC without getting all/some of them verified by the designated Independent Inspection agency, such bid can be provisionally considered provided it is accompanied by an Undertaking by the Bidder on their official letterhead to submit the duly verified copies/verification certificate within 07 (Seven) days of bid opening. Company shall neither send any reminder nor seek any clarification in this regard from such bidders, and the bid shall be rejected outright if the bidder fails to submit the verified copies/verification certificate within 07 (Seven) days of bid opening at its own risk and responsibility.

8.3 The methodology of inspection/verification of documents is broadly as under but not limited to:

(a) It is obligatory on the part of the interested Bidders, who choose to participate against the tender, to understand the tender requirements in entirety and the requisite documents sought for in support of the Bid Evaluation Criteria (BEC) mentioned in the tender in particular. The Bidder must produce all the appropriate documents before any of the OIL's empanelled third party certifying agencies for verification/certification. Neither OIL nor the third party certifying agency shall be held accountable in any manner regarding the choice of documents by the bidder for verification. Therefore, getting the appropriate documents inspected/verified by the agency in support of BEC clauses is the sole responsibility of the Bidder.

(b) The prospective bidder shall contact any of the empanelled inspection agencies. The agency shall go through the Tender Document, especially the requirements of BEC and list the documents to be verified. They shall depute their qualified/competent inspector to the Bidder's premises to check the original documents and certify the copies which the bidder shall submit along with their bids. OIL shall reserve the right to ask the inspection agencies to verify the documents with source, if required at no extra cost to OIL. Verification of documents by OIL's empanelled third party agency shall not automatically make the bidder eligible for award of contract.

(c) Verification of documents (but not limited to) are normally categorised as under: —

General Requirement:

- Check Bidder's PAN Card
- Check Bidder's GST Certificate
- Check ITR of company
- Check Bidder's Certificate of Incorporation – Domestic Bidder.

Additional Documents : (If applicable against the tender)

- Joint Ventures Agreements – To cross-check with JV Partners
- Consortium Agreements – To cross-check with Consortium Partners
- Holding/Parent/Subsidiary/Sister Subsidiary/Co-Subsidiary Company – To check the Share Holding pattern — Technical Criteria
- To check Experience Proof- Completion Certificates, Reference contact verification, Original Work Order/Contract Copy and any other document(s), if called for vide BEC of the Tender.

Financial Criteria:

- Check and verify Audited Balance Sheet/CA certificate
- To check the Line of Credit, if incorporated in the tender.

(E) **PRICE EVALUATION CRITERIA:**

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

- 1.0 If more than one Rig is offered by a bidder with different prices, the Rigs would be techno-commercially evaluated rig-wise.
- 2.0 Bidder would not be allowed to substitute the rig(s) offered by them in their bid during the period of bid validity. If more than one rig is offered by a bidder, all the rigs would be techno-commercially evaluated. The bidder can mobilize any one of the rigs found techno-commercially acceptable by the Company but the name of the rig to be mobilized by the bidder would have to be furnished by them within **15 days of issue of letter of award**.
- 3.0 The bidders must quote their charges/rates in the manner as called for vide "Schedule of Rates" under Part – 3, Section-IV and the summarized price schedule format vide enclosed Proforma–B, B1 and B2.
- 4.0 **The quantities shown against each item in the "Price Bid Format i.e. in Proforma-B" shall be considered for the purpose of Bid Evaluation.** It is, however, to be clearly understood that the assumptions made in respect of the number of days/parameters for various operations are only for the purpose of evaluation of the bid and the bidder will be paid on the basis of the actual number of days/parameters, as the case may be.
- 5.0 The rates towards Standby, Repair, Stacking of Rig Package and Force Majeure will be restricted to the limit indicated against each as under:
 - (a) Quoted Standby Day Rate shall not exceed 90% of the Operating Day Rate.
 - (b) Quoted Repair Day Rate shall not exceed 60% of the Operating Day Rate.
 - (c) Quoted Force Majeure Day Rate shall not exceed 50% of Operating Day Rate.
 - (d) Quoted Stack Day Rate shall not exceed 60% of the Operating Day Rate.

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

- 7.0 Mobilization and Demobilization Charges:
 - (a) Mobilization Charge: Bidders shall quote lump-sum mobilization charge (excluding GST) of Drilling Rig package from different places not exceeding 7.5% of the total quoted value (excluding GST).

- (b) Demobilization Charge: Bidders shall quote lump-sum de-mobilization charge (excluding GST) of Drilling Rig package to different places not less than 1% of the total quoted value (excluding GST).

Note: -

- (i) Lump-sum mobilization & de-mobilization charge includes Rig & all the equipment required for services as per 'Scope of Work'.
- (ii) Lump-sum mobilization & demobilization charges exclude GST.

Price Bid will be evaluated as under:

- Total Mobilization charges, Lump sum, One time only: $TM = M$
- Total Demobilization charge, Lump sum, One time only: $TD = D$
- Total Operating Day Rate charge: $TOP = ODR \times 94 \text{ days}$
- Total Repair Day Rate $TRDR = RDR \times 6 \text{ Days}$
- Total Inter-Location Movement charge (Cluster location) Lump sum, $TILM0 = ILM0 \times 1$
- Total ILM charges on Lump Sum Basis for within 50 Km: $TILM1 = ILM1 \times 3$
- Per Kilometrage charges for rig movement in excess of 50 Km: $TK = K \times 50$
- Total Base camp shift charge: $TBCM = BCM \times 3$
- Total Cost of Cement and Additives = CMT
- Total Cost of Mud Chemicals = MC

Total Inter Location Movement Charges: $TILM = TILM0 + TILM1 + TK + TBCM$

TOTAL ESTD CONTRACT COST FOR THE RIG PACKAGE AND ASSOCIATED SERVICES FOR 05 (FIVE) WELLS INCLUDING ALL TAXES & DUTIES EXCEPT CUSTOMS DUTY & SERVICE TAX WHICH SHALL BE EXTRA TO OIL,

$$T = TM + TD + TOP + TRDR + TILM + CMT + MC$$

NOTES:

- (1) The items M, D, ODR, RDR, ILM0, ILM1, BCM, CMT and MC are as defined in Schedule of Rates (Part – 3, Section-IV)
- (2) The same evaluation shall be applicable, if more than one Rig is offered.
- (3) If more than one Rig is offered by a bidder with different prices, the Rigs would be techno-commercially evaluated rig-wise.
- (4) Bid evaluation will be carried out based on the sum of the total price quoted. However, payment will be made against the actual job done.
- (5) Mobilization of the hired rig package and the associated services will be to East Godavari District, Andhra Pradesh.
- (6) Demobilization of the hired rig package and the associated services will be from East Godavari District, Andhra Pradesh.

8.0 Arithmetical errors, if any, in the price bids will be rectified on the following basis.

"If there is a discrepancy between the unit rate and total amount (that is obtained by multiplying Unit Rate with Quantity), the unit rate shall prevail and the total amount shall be corrected accordingly. Similarly, if there is a discrepancy between words and figures, the amount quoted in words will prevail. If there is discrepancy between the percentage terms and calculated amount,

the amount will be rectified by recalculating the amount as per the percentage terms. Any bidder who does not accept the said correction procedure, their bid will be rejected.”

- 9.0 To ascertain the inter-se-ranking, the comparison of the responsive bids shall be made subject to loading for any deviation. Price Bids shall be evaluated on overall lowest cost to OIL (L-1 offer) basis i.e. considering total quoted price for all services including applicable GST (CGST & SGST/UTGST or IGST). Price Bid uploaded without giving any of the details of the taxes (Including rates and amounts) shall be considered as inclusive of all taxes including GST. When a bidder mentions taxes as extra without specifying the rates & amount, the offer shall be loaded with maximum value towards taxes received against the tender for comparison purposes. If the bidder emerges as lowest bidder after such loading, in the event of order on that bidder, taxes mentioned by OIL on the Purchase Order/Contracts shall be binding on the bidder. Input Tax Credit on GST (Goods & Service Tax) for this service is NOT available to OIL & the bids shall be evaluated based on total price including GST.

10.0 PURCHASE PREFERENCE TO MICRO AND SMALL BIDDERS

- 10.1 Categorisation and various criteria applicable to MSE bidders shall be guided by the Gazette Notification No. CG-DL-E-26062020-220191 dated 26.06.2020 issued by MINISTRY OF MICRO, SMALL AND MEDIUM ENTERPRISE. The bidder claiming as MSE status (MSE-General, MSE-SC/ST, MSE -Woman) against this tender has to submit the following documents for availing the benefits applicable to MSEs:

i. Udyam Registration Number with Udyam Registration Certificate.

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

- 10.1.2 In case participating MSEs quote price within price band of L1+15%, such MSE shall be considered for award of contract by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE.
- 10.1.3 In case of more than one such MSE qualifying for 15% purchase preference, the contract shall be awarded to lowest eligible MSE amongst the MSEs qualifying for 15% purchase preference.
- 10.1.4 In case any part of the work is sub-contracted to a Micro or Small Enterprise as per contract conditions then the contractor shall provide complete details (i.e. name of the subcontractor, value of sub-contacted work, copy of valid registration certificate etc.) of the sub-contractor to OIL.
- 10.1.5 Provisions such as seeking support from another company by way of Technical Collaboration, submission of JV/consortium bid etc., wherever allowed in the tender document shall be available to all interested bidders including MSEs. In case of submission of JV/consortium bids by MSEs (i.e. purchase preference), the MSE bidder shall have to rely on their own strength or on the strength of another MSE only to meet the various tender requirement including technical and financial evaluation criteria. Further, in case of bid from incorporated JV/consortium, in order to avail the benefits, all the members of the bidder i.e. incorporated JV/consortium shall have to be MSE.

11.0 PURCHASE PREFERENCE POLICY (LINKED WITH LOCAL CONTENT) (PP-LC): Purchase preference policy-linked with Local Content (PP-LC) notified vide letter no. FP-

20013/2/2017-FP-PNG dated 17th November, 2020 of MoPNG shall be applicable in this tender. Bidders seeking benefits, under Purchase Preference Policy (linked with Local Content) (PP-LC) shall have to comply with all the provisions specified therein and shall have to submit all undertakings / documents applicable for this policy. Bidders to check the provisions of the Notification for their eligibility to bid and seek benefits for Purchase preference, accordingly. Purchase preference shall be applicable as per the Notification(s) and any amendment thereof. Briefly the policy is as under-

The participating Bidder must be incorporated in India and must maintain more than 20% local content for the offered services. With regard to calculation of local content and submission of documents during bidding & execution of contracts, provision of Purchase Preference Policy (Linked with Local Content) shall be applicable. If such local content is not maintained during execution of contract, OIL reserves the right to invoke the Performance Securities submitted by the bidding company.

In all National Competitive tenders, only Class-I local suppliers and Class-II local suppliers shall be eligible to bid. Purchase preference will be given as per PP-LC policy to Class-I local suppliers only. [Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50% as defined in PP-LC policy; Class-II local supplier': means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%, as defined under PP-LC policy]

All the bidders (i.e. Class I Local supplier and Class II Local supplier) shall provide the percentage of Local content in their bid irrespective of whether they are availing or not availing Purchase preference under PPLC policy and are also required to submit the requisite documents as per requirement of PP-LC policy notified vide letter no. FP20013/2/2017-FP-PNG dated 17.11.2020 of MoPNG (or as amended from time to time).

For the purpose of this tender, bidder shall submit an undertaking from authorized signatory of bidder having POA alongwith the bid stating the bidder meets mandatory minimum LC requirement and such undertaking shall become a part of the Contract. Further, the undertaking submitted by bidder shall be supported by a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in case of other than companies) giving the percentage of local content.

- 12.0 In case a bidder is eligible to seek benefits under PP-LC policy as well as Public Procurement Policy for MSEs - Order 2012, then the bidders should categorically seek benefits against only one of the two policies i.e. either PPLC or MSE policy. Where both MSE and PPLC bidder(s) are entitled to Purchase Preference and neither of them is L-1, eligible MSE(s) (in order of ranking among MSEs) shall get preference over eligible PPLC bidder(s) to match their rates with that of L-1 bidder for award of contract. However, if eligible MSE(s) decline(s) to match down the price, then the eligible PPLC bidder(s) in order of ranking among themselves shall be given the opportunity to match down its price to the price of L-1 bidder for award of contract.

13.0 **AWARD OF CONTRACT:** The contract for hiring of the services shall be awarded as below:

Note: Bidder to categorically confirm under which policy i.e. PP-LC or MSME, they want to avail the
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benefit and to submit requisite document/certificate in support to avail this benefit. The bids shall be evaluated based on their declaration. No benefit shall be given if the bid is submitted without any above declaration along with supporting document as per the respective policies.

A. L-1 bidder is a MSE bidder

In case if the L1 bidder is a MSE bidder, the contract for hiring of the tendered services shall be awarded to L1 MSE bidder.

B. L-1 Bidder is other than MSE

In case if the L1 bidder is non MSE, preference shall be given to the lowest eligible MSE bidder falling within the price band of L1+15%. If such MSE bidder agrees to match the price of L1 bidder, then the contract for hiring of the tendered services shall be awarded, else offer shall be given to the next higher MSE bidder within price band of L1+15% and so on. If none of the MSE bidders within price band of L1+15% accept the L1 price, then preference shall be given to the lowest eligible Class I PPLC bidder falling within the price band of L1+20%. If such Class I PPLC bidder agrees to match the price of L1 bidder, then the contract for hiring of the tendered services shall be awarded, else offer shall be given to the next higher Class I PPLC bidder within price band of L1+20% and so on. In case none of the Class I PPLC bidder within price band of L1+20% accept the L1 price, then the contract shall be awarded to L1 bidder.

NOTES TO BEC

1. All supporting documents/information as called for in compliance to various clauses of Bid Evaluation Criteria (BEC) above must be submitted with the Technical Bid, failing which the Bid shall be liable for rejection.
2. These supporting documents must be self-certified/digitally signed by Bidder's authorized person. Company also reserves the right to verify the original documents.

END OF PART – 2

PART-3

SECTION-I

GENERAL CONDITIONS OF CONTRACT

1.0 APPLICABILITY, DEFINITION & INTERPRETATION

1.1 Applicability

All clauses in the General Conditions of Contract [GCC] shall apply to all transactions except as otherwise stated in the Special Conditions of Contract [SCC] and/or BEC. Furthermore, in the event if there is any conflict between the Principal text of the Agreement and the Appendixes, the Principal text will prevail.

1.2 Definition & Interpretation

In the Contract (as hereinafter defined) the following words and expressions shall have the meaning hereby assigned to them except where the context otherwise requires:

1.2.1 Company/OIL/Operator:

Shall mean Oil India Limited [OIL] a public sector undertaking, incorporated under Company's Act 1956 having its registered office at Duliajan-786602, Assam, India and includes its successor and permitted assigns.

1.2.2 Contractor:

Shall mean the person or persons, firm or company or corporation incorporated in India or abroad, who has been awarded with the contract and includes Contractor's legal representatives, his successors and permitted assigns.

1.2.3 Contract:

Shall mean a written agreement between the Company and the Contractor for execution of the services/works including all Contract documents and subsequent amendments, if any.

1.2.4 Site:

Shall mean the place in which the operations/services are to be carried out or places approved by OIL for the purposes of the Contract together with any other places designated in the Contract as forming part of the site.

1.2.5 Company's Site Representative/Engineer:

Shall mean the person or the persons appointed by the Company from time to time to act on its behalf at the site for overall co-ordination, supervision and project management at site.

1.2.6 Sub-contract:

Shall mean Order/Contract placed by the Contractor for any portion of the Contract or work sublet with necessary written consent of Company on third party. Such sub-letting shall not relieve the Contractor from any obligation, duty or responsibility under the Contract.

1.2.7 Sub-contractor:

Shall mean any person or firm or company (other than Contractor) to whom any part of the work has been entrusted by Contractor, with written consent of OIL or the persons appointed by OIL, successors and permitted assigns of such persons, firm or company).

1.2.8 Contractor's Representative:

Shall mean such person/or persons duly appointed representative at the site and base as the Contractor may designate in writing to the Company as having authority to act for the Contractor in matters affecting the work and to provide the requisite services.

1.2.9 Contract Price/Value:

Shall mean the sum accepted or the sum calculated in accordance with the rates accepted in tender and/or the Contract rates as payable to the Contractor for the entire execution and completion of the services/works, including amendments/modification/change order issued by the Company.

1.2.10 Firm price:

The prices will remain unchanged, except for statutory changes, during currency of the Contract unless specifically agreed to in writing by Company.

1.2.11 Service/Works/Operations:

Shall mean and include all items and things to be supplied/done and all Work/Service to be performed by the Contractor as specified in the Scope of Work under this Contract and shall also include all extra, additional, altered or substituted works/services as required for the purpose of successful execution of the Contract.

1.2.12 Equipment/Materials/Goods:

Shall mean and include any equipment, machinery, instruments, stores, goods which Contractor is required to provide to the Company for/under the Contract and amendments thereto.

1.2.13 Drawings:

Shall mean and include all Engineering sketches, general arrangements/ layout drawings, sectional plans, all elevations, photographs, etc. related to the Contract together with modification and revision thereto.

1.2.14 Specifications:

Means and includes all technical specifications, provision attached and referred to in the tender/Contract document regarding method and manner of performing the services and qualities of the service/materials to be provided under the Contract and also as modified by the Company/its site representative during the execution of Contract in the best interest of service.

1.2.15 Engineer In-charge (EIC):

Shall mean the person designated from time to time by the Company and shall include those who are expressly authorized by the Company to act for and on its behalf for operation of the Contract.

1.2.16 Inspectors:

Shall mean any person or outside Agency nominated by Company to inspect equipment, materials and services, if any, in the Contract (stage wise as well as final) as per the terms of the Contract.

1.2.17 Tests:

Shall mean such process or processes to be carried out by the Contractor as are prescribed in the Contract, considered necessary by the Company or their representative to ascertain quality, workmanship, performance and efficiency of equipment or services thereof.

1.2.18 Approval:

Shall mean and include the written consent duly signed by Company or their authorized official in respect of all documents, drawings or other particulars in relation to the Contract.

1.2.19 Day:

Shall mean a calendar day of twenty –four (24) consecutive hours beginning at 00:00 hours with reference to local time at the site.

1.2.20 Month:

Shall mean a calendar month as per Gregorian calendar.

1.2.21 Year:

Shall mean calendar year as per Gregorian calendar.

1.2.22 Working day:

Means any day which is not declared to be holiday by the Company.

1.2.23 Bid/offer:

Shall mean the proposal/Offer along with supporting documents submitted by the bidder in response to the tender or enquiry in accordance with the terms of Tender or Enquiry, for consideration by Company, prior to award of Contract.

1.2.24 Guarantee:

Shall mean the period and other conditions governing the warranty/guarantee of the services as provided in the Contract.

1.2.25 Mobilization:

Shall mean rendering the equipment fully manned and equipped as per Contract and ready to begin work at site designated by the Company and accepted by the Company after inspection.

1.2.26 De-mobilization:

Shall mean the removal of all items forming part of the mobilization from the site of the Company and inspection and acceptance thereafter by the Company including compliance of requirement in relation to re-export of imported equipment/materials under concessional duty scheme in accordance with relevant notification from Customs Authorities.

1.2.27 Willful Misconduct:

Shall mean intentional disregard of good and prudent standards of performance or proper conduct under the Contract with knowledge that it is likely to result in any injury to any person or persons or loss or damage of property of the Company or Third Party.

1.2.28 Gross Negligence:

Shall mean any act or failure to act (whether sole, joint or concurrent) by a person or entity which was intended to cause, or which was in reckless disregard of or unjustifiable

indifference to, avoidable and harmful consequences such person or entity knew, or should have known, would result from such act or failure to act. Notwithstanding the foregoing, Gross negligence shall not include any action taken in good faith for the safeguard of life or property.

1.2.29 Criminal Negligence:

Shall mean that the crime happened negligently, there was duty of care upon the Person but inadvertently due to his negligence, the duty was breached, which causes harm to the people in the form of death or serious injury.

1.2.30 GST Legislations:

“GST legislations” means „any or all of the following legislations as may be applicable to the Contractor and OIL:

- (A) The Central Goods & Services Tax Act, 2017;
- (B) The Integrated Goods & Services Act, 2017;
- (C) The Union Territory Goods & Services Tax Act, 2017;
- (D) The respective State Goods & Service Tax Acts”;
- (E) The Goods and Services (Compensation to States) Act, 2017;
- (F) The Customs Act and the Customs Tariff Act and
- (G) Any other applicable Act related to GST

2.0 CONTRACT DOCUMENT:

- 2.1 Governing language: The governing language for the Contract shall be English. All Contract documents and all correspondence and communication to be given and all other documentation to be prepared and supplied under the Contract shall be written in English and the Contract shall be construed and interpreted in accordance with English language.
- 2.2 Entire Agreement: The Contract constitutes the entire agreement between OIL and the Contractor with respect to the subject matter of the Contract and supersedes all communication, negotiations and agreement (whether written or oral) of the parties with respect thereto made prior to the date of this agreement, unless such communication(s) expressly forms part of the Contract or included by reference.
- 2.3 Amendment in Contract: No Amendment of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto. OIL shall not be bound by any printed conditions, provisions in the Contractor’s bid, forms of acknowledgement of Contract, invoice and other documents which purport to impose any condition at variance with or supplement to Contract.

3.0 WAIVERS AND AMENDMENTS:

- 3.1 Waivers: It is fully understood and agreed that none of the terms and conditions of this Contract shall be deemed waived by either party unless such waiver is executed in writing only by the duly authorized representatives of both the parties. The failure of either party to execute any right shall not act as a waiver of such right by such party.
- 3.2 Change Program: It is agreed that Contractor shall carry out work in accordance with the completion program (e.g. Drilling Programme) to be furnished by the Company, which may be

changed from time to time by reasonable modifications in the program as Company sees fit. Company's instruction in this regard shall be final and binding.

4.0 Contract Timeline:

4.1 Effective Date of Contract:

The Contract shall become effective as of the date Company notifies the Contractor in writing that it has been awarded the Contract. This date of issuance of Letter of Award (LOA) by the Company will be the effective date of Contract. All terms and conditions of the Contract shall come into force with the date of issuance of LOA.

4.2 Date of Commencement of Operation:

The date on which the mobilization is completed in all respects and Contractor is ready to commence operation as per the Contract provision [Certified by the Company's representative] will be treated as the date of Commencement of Operation.

4.3 Duration of the Contract:

The Contract shall be valid for a period as defined in the LOA and Special Conditions of Contract [SCC].

5.0 SCOPE OF WORK/CONTRACT:

Scope of the Contract shall be as defined in the Contract, specifications, drawings and Appendices.

6.0 GENERAL OBLIGATION OF CONTRACTOR:

Contractor shall, in accordance with and subject to the terms and conditions of this Contract:

- 6.1 Perform the work described in the Terms of Reference/Scope of Work. The Contractor shall execute the work with professional competence and in an efficient and workman like manner.
- 6.2 Except as otherwise provided in the Terms of Reference and the special Conditions of the Contract, employ all labourers/personnel as required to perform the work.
- 6.3 Perform all other obligations, work and services which are required by the terms of this Contract or which reasonably can be implied from such terms as being necessary for the successful and timely completion of the work.
- 6.4 Comply with all applicable statutory obligations specified in the Contract.
- 6.5 Contractor shall be deemed to have satisfied himself before submitting their bid as to the correctness and sufficiency of its bid for the services required and of the rates and prices quoted, which rates and prices shall, except insofar as otherwise provided, cover all its obligations under the Contract.
- 6.6 Contractor shall be deemed, prior to submitting their bids, to have satisfied themselves about the weather conditions, working culture in the area, socio-political environment, safety & security aspects, law & order situation and law of the land, and obtain for themselves all necessary information as to the risks, contingencies and all other circumstances, which may influence or affect the various obligations under the Contract.
- 6.7 Contractor shall give or provide all necessary supervision during the performance of the services and as long thereafter within the warranty period as Company may consider necessary

for the proper fulfilling of Contractor's obligations under the Contract.

7.0 GENERAL OBLIGATION OF COMPANY:

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

- 7.1 Pay Contractor in accordance with terms and conditions of the Contract.
- 7.2 Allow Contractor access, subject to normal security and safety procedures, to all areas as required for orderly performance of the work as specified in the Scope of Works of the Contract or work connected therewith.
- 7.3 Perform all other obligations required of Company by the terms of this Contract.

8.0 DUTIES AND POWER/AUTHORITY:

8.1 OIL's site representative/engineer:

The duties and authorities of OIL's site representative/engineer are to act on behalf of OIL for:

- (a) Overall supervision, co-ordination and Project Management at site.
- (b) Proper and optimum utilization of equipment and services.
- (c) Monitoring of performance and progress
- (d) Commenting/countersigning on reports made by the Contractor's representative at site in respect of works, receipts, consumption etc. after satisfying himself with the facts of the respective cases.
- (e) He shall have the authority, but not obligation at all times and any time to inspect/test/examine/verify any equipment machinery, instruments, tools, materials, personnel, procedures and reports etc. directly or indirectly pertaining to the execution of the work. However this shall not construe to imply an acceptance by the inspector. Hence, the overall responsibility of quality of work shall rest solely with the Contractor.
- (f) Each and every document emerging from site in support of any claim by the Contractor has to have the countersignature/comments of the OIL's representative/engineer without which no claim shall be entertained by the OIL.

8.2 Contractor's representative:

- (a) The Contractor's representative shall have all the powers requisite for the performance of the Service/Works, subject to holding due authorization from the Contractor.
- (b) Representative(s) shall liaise with OIL's representative/engineer for the proper co-ordination and timely completion of the works and on any matter pertaining to the works.
- (c) Representative(s) shall extend full co-operation to OIL's representative/inspector/engineer in the manner required by them for supervision/inspection/observation of equipment, material, procedures, performance, reports and records pertaining to works.
- (d) To have complete charge of Contractor's personnel engaged in the performance of the work and to ensure compliance of rules and regulations and safety practice.

9.0 Personnel to be deployed by Contractor:

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

- 9.1 The Contractor should ensure that their personnel observe all statutory safety requirements including those prescribed by the Company. Upon Company's written request, Contractor, entirely at its own expense, shall remove immediately any personnel of the Contractor determined by the Company to be unsuitable and shall promptly replace such personnel with personnel acceptable to the Company. Replacement personnel should be mobilized within 15 days from the date of issuance of notice without affecting the operation of the Company.
- 9.2 The Contractor shall be solely responsible throughout the period of the Contract for providing all requirements of their personnel including but not limited to, their transportation to & fro from Kakinada / field site, enroute / local boarding, lodging, personal protective gear & medical attention etc. Company shall have no responsibility or liability in this regard.
- 9.3 However, Company shall provide available medical assistance/facilities to Contractor's Personnel in case of emergency at its own establishment on chargeable basis.
- 9.4 Contractor's key personnel shall be fluent in English language (both writing and speaking).

10.0 PERFORMANCE SECURITY:

- 10.1 On receipt of notification of award from the Company, the Contractor shall furnish the Performance Security to Company within 15 (fifteen) days from the date of issue of LOA for an amount specified in the Forwarding Letter and Letter of Award (LOA) as per Proforma-F1 and must be in the form of a Bank Draft/Cashier's check/Banker's cheque*/NEFT/RTGS/Electronic fund transfer to designated account of OIL# or Fixed Deposit Receipt (account OIL INDIA LIMITED) or irrevocable Bank Guarantee or irrevocable Letter of Credit (LC) from:
- 10.2 Any schedule Indian Bank or Any Branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in case of domestic Contractor/service provider, or
- 10.3 In case of foreign Contractor/service provider, the bank guarantee can be accepted from any scheduled bank in India or from International bank who has its branch in India registered with Reserve Bank of India.

Any foreign Bank which is not a Scheduled Bank in India, provided the Bank Guarantee issued by such Bank is counter-guaranteed by any Branch situated in India of any Scheduled Bank incorporated in India.

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

- 10.4 Bank Guarantee issued by a Bank, amongst others, must contain the following particulars of such bank:

Full address. Branch

Code.

Code Nos. of the authorized signatory with full name and designation.

Phone Nos., Fax Nos., E-mail address.

- 10.5 The domestic Contractor/service provider(s) will have to submit the Bank Guarantee from any of the scheduled banks and on non-judicial stamp paper of requisite value as per the Indian

Stamp Act, purchased in the name of the issuing banker.

- 10.6 The foreign Contractor/service provider(s) will submit the Bank Guarantee from Banks of Indian origin situated in their country. In case no such bank of Indian origin is situated in their country, the Bank Guarantee may be submitted from the bankers as specified above.
- 10.7 The Performance Security shall be denominated in the currency of the Contract.
- 10.8 The Performance Security specified above must be valid for the entire duration of the Contract and claim period should be valid for a minimum of 03 (three) months beyond the Contract period. The Performance Security will be discharged by Company not later than 30 days following its expiry of claim period. In the event of any extension of the Contract period, Bank Guarantee should be extended by Contractor by the period equivalent to the extended period.
- 10.9 The Performance Security shall be encashed by Company on account of Contractor's failure to fulfil its obligations under the Contract and/or non-performance/un-satisfactory of the Contractor. Company shall not be required to proof any loss or damage on account of Contractor's non- performance/un-satisfactory performance.
- 10.10 The Performance Security will not accrue any interest during its period of validity or extended validity.
- 10.11 Failure of the successful Bidder to comply with the requirements of clause shall constitute sufficient grounds for annulment of the award and forfeiture of the Bid Security. In such an eventuality, action will be initiated as per the Banning Policy of OIL in vogue.

#Subject to credit in OIL's account within prescribed time

*The validity of Bank Draft/Cashier's/Banker's cheque (as applicable) should not be less than 3 months.

In the event Contractor fails to honour any of the commitments entered into under this agreement, and/or in the event of termination of the Contract under provisions of Integrity Pact and/or in respect of any amount due from the Contractor to OIL, OIL shall have unconditional option under the guarantee to invoke the above bank guarantee and claim the amount from the bank. The bank shall be obliged to pay the amount to OIL on demand.

11.0 SIGNING OF CONTRACT:

- 11.1 The successful bidder is required to sign a formal detailed Contract with OIL within a maximum period of 60 days of date of LOA. Until the Contract is signed, the LOA as well as GCC & SCC as prescribed in the Tender, shall remain binding amongst the two parties. In the event of failure on the part of the successful Bidder to sign the Contract, OIL reserves the right to terminate the LOA issued to the successful Bidder and invoke the Bid Security or the Performance Security if submitted by the successful Bidder. Such Contractor shall be put on holiday as per the Banning Policy of OIL [available at www.oil-india.in].

12.0 CLAIMS, TAXES & DUTIES:

12.1 Claims:

Contractor agrees to pay all claims, taxes and fees for equipment, labour, materials,

services and supplies to be furnished by it hereunder and agrees to allow no lien or charge resulting from such claims to be fixed upon any property of Company. Company may, at its option, pay and discharge any liens or overdue charges for Contractor's equipment, labour, materials, services and supplies under this Contract and may thereupon deduct the amount or amounts so paid from any sum due, or thereafter become due, to Contractor hereunder.

12.2 Notice of claims:

Contractor or Company, as the case may be, shall promptly give the other, notice in writing of any claim made or proceeding commenced for which that party is entitled to indemnification under the Contract. Each party shall confer with the other concerning the defense of any such claims or proceeding, shall permit the other to be represented by counsel in defense thereof, and shall not affect settlement of or compromise any such claim or proceeding without the other's written consent.

12.3 Taxes:

- 12.3.1 Contractor, unless specified otherwise in the Contract, shall bear all tax liabilities, duties, Govt. levies etc. including GST and customs duty, Corporate and personnel taxes levied or imposed on the Contractor on account of payments received by it from the Company for the work done under this Contract. It shall be the responsibility of Contractor to submit to the concerned Indian authorities, the returns and all other concerned documents required for this purpose and to comply in all respects with the requirements of the laws in this regard, in time.
- 12.3.2 Tax levied on Contractor as per the provisions of Indian Income Tax Act and any other enactment/rules on income derived/payments received under the Contract will be on Contractor's account.
- 12.3.3 Contractor shall be responsible for payment of personal taxes, if any, for all the personnel deployed in India by Contractor.
- 12.3.4 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 the Contract for submitting the same to the Tax authorities, on specific request from them in accordance with provisions under the law. Contractor shall be responsible for preparing and filing the return of income etc. within the prescribed time limit to the appropriate authority.
- 12.3.5 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.
- 12.3.6 Corporate income tax will be deducted at source from the invoice at the specified rate of income tax as per the provisions of Indian Income Tax Act as may be in force from time to time and Company will issue TDS Certificate to the Contractor as per the provisions of Income Tax Act.
- 12.3.7 Corporate and personnel taxes on Contractor shall be the liability of the Contractor and the Company shall not assume any responsibility on this account.
- 12.3.8 All local taxes, levies and duties, sales tax, octroi, etc. on purchases and sales made by

Contractor shall be borne by the Contractor.

12.3.9 Contractor shall provide all the necessary compliances/invoice/ documents for enabling OIL to avail Input tax credit benefits in respect of the payments of GST which are payable against the Contract. The Contractor should provide tax invoice issued under GST legislations for the goods and Services (indicating GST). Payment towards the components of GST shall be released by OIL only against appropriate documents i.e.: Tax Invoice/Bill of entry for availing input tax credit (as applicable).

12.3.10 The tax invoices as per above provisions should contain all the particulars as required under the invoicing rules under the GST legislations, including, but not limited to the following:

- (i) Name, Address and the GST Registration Number (under the relevant Tax Rules) of the Service Provider (Contractor).
- (ii) Name and Address and GST Registration Number of the Service Receiver (Address of OIL).
- (iii) Description, Classification and Value of taxable service/goods and the amount of applicable tax (CGST, SGST, IGST, UTGST and cess).

12.3.11 In case of imported goods, Contractor/supplier is required to provide original Bill of Entry or copy of Bill of Entry duly attested by Custom authority.

12.3.12 The Contractor should mention the Place of supply in the invoice raised under GST Law.

12.3.13 OIL would not accept any invoice without its GSTIN mentioned on the invoice

Note: *Contractor who is under composition levy of the GST legislation would raise Bill of supply instead of Tax invoice, which will have GSTIN of supplier as well as OIL.*

12.4 Goods and Services Tax:

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

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

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

- 12.4.3 Where the OIL is not entitled to avail/take the full input tax credit of GST:
OIL will reimburse GST to the Supplier of Goods/Services (Service Provider) at actual against submission of Invoices as per format specified in rules/ regulation of GST subject to the ceiling amount of GST as quoted by the bidder. In case of any variation in the executed quantities (If directed and/or certified by the In-Charge) the ceiling amount on which GST is applicable will be modified on pro-rata basis.
- 12.4.4 The Contractor will be under obligation for charging correct rate of tax as prescribed under the respective tax laws. Further the Contractor shall avail and pass on benefits of all exemptions/concessions available under tax laws. Any error of interpretation of applicability of taxes/duties by the Contractor shall be to Contractor's account.
- 12.4.5 In case of statutory variation in GST, other than due to change in turnover, payable on the Contract value during Contract period, the Supplier of Goods/Services (Service Provider) shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the Bid due date and on the date of revision.
- 12.4.6 Beyond the Contract period, in case OIL is not entitled for input tax credit of GST, then any increase in the rate of GST beyond the Contractual delivery period shall be to Service provider's account whereas any decrease in the rate GST shall be passed on to the OIL.
- 12.4.7 Beyond the Contract period, in case OIL is entitled for input tax credit of GST, then statutory variation in applicable GST on supply and on incidental services, shall be to OIL's account.
- 12.4.8 Claim for payment of GST/Statutory variation, should be raised within two [02] months from the date of issue of 'Government Notification' for payment of differential (in %) GST, otherwise claim in respect of above shall not be entertained for payment of arrears.
- 12.4.9 The base date for the purpose of applying statutory variation shall be the bid pening Date.
- 12.4.10 The Contractor will be liable to ensure to have registered with the respective tax authorities, wherever applicable and to submit self-attested copy of such registration certificate(s) and the Contractor will be responsible for procurement of material in its own registration (GSTIN) and also to issue its own Road Permit/E-way Bill, if applicable etc.
- 12.5 Anti-profiteering clause
- 12.5.1 As per Clause 171 of GST Act it is mandatory to pass on the benefit due to reduction in rate of tax or from input tax credit to the consumer by way of commensurate reduction in prices.
- 12.5.2 In case rating of Contractor is negative/black listed after award of work for supply of goods/services, then OIL shall not be obligated or liable to pay or reimburse GST to such vendor/Contractor and shall also be entitled to deduct/recover such GST along with all penalties/interest, if any, incurred by OIL.

13.0 CUSTOMS DUTY, IF APPLICABLE:

- 13.1.1 Contractor shall be responsible to import the equipment/ tools/ spares/ consumables etc. required for execution of the Contract. The Contractor shall undertake to complete all the formalities as required under the Customs Act/Foreign Trade Policy (FTP)

and indemnify OIL from all the liabilities of Customs in this regard.

13.1.2 Contractor will be solely responsible for payment of all applicable Customs Duty and to comply all Rules and Regulations. Total Contract Price/Value is inclusive of all Customs Duty, if not mentioned otherwise elsewhere in the Contract.

13.1.3 Above clause is to be read with Customs Duty Clause in SCC, if any.

14.0 INSURANCE:

14.1 Contractor shall at his own expense arrange secure and maintain insurance with reputed insurance companies to the satisfaction of the Company as follows:

Contractor at his cost shall arrange, secure and maintain insurance as may be necessary and to its full value for all such amounts to protect the works in progress from time to time and the interest of Company against all risks as detailed herein. The form and the limit of such insurance, as defined here in together with the under works thereof in each case should be as acceptable to the Company. However, irrespective of work acceptance the responsibility to maintain adequate insurance coverage at all times during the period of Contract shall be that of Contractor alone. Contractor's failure in this regard shall not relieve him of any of his responsibilities & obligations under Contract. All costs on account of insurance liabilities covered under Contract will be to Contractor's account and will be included in Value of Contract. However, the Company may from time to time, during the currency of the Contract, ask the Contractor in writing to limit the insurance coverage risk and in such a case, the parties to the Contract will agree for a mutual settlement, for reduction in value of Contract to the extent of reduced premium amounts. Contractor shall cover insurance with Indian Insurance Companies.

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

14.3 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.

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

14.5 Certificate of Insurance:

Before commencing performance of the Contract, Contractor shall furnish OIL with certificates of insurance indicating:

- a) Kinds and amounts of insurance as required herein
- b) Details of coverage
- c) Insurance corporation or companies carrying the aforesaid coverage
- d) Effective and expiry dates of policies
- e) That OIL shall be given thirty (30) days written advance notice of any material change in the policy
- f) Waiver of subrogation endorsement has been attached to all policies and
- g) The territorial limits of all policies.

14.6 Contractor shall also inform the Company at least 60 days in advance regarding the expiry cancellation and/or changes in any of such documents & ensure revalidation/renewal, etc., as may be necessary well in time.

14.7 If any of the above policy expire or/are cancelled during the term of this Contract and Contractor fails for any reason to renew such policies, OIL in no case shall be liable for any loss/damage occurred during the term when the policy is not effective. Furthermore, a penal interest @1% of the Total Contract value shall be charged towards not fulfilling of the Contractual obligations. Notwithstanding above, should there be a lapse in any insurance required to be taken by the Contractor for any reason whatsoever, loss/damage claims resulting therefrom shall be to the sole account of Contractor.

14.8 Contractor on demand from Company shall furnish the Insurance Policy having detail terms and conditions, with respect to any Certificate of Insurance submitted to the Company.

Contractor shall, at his own expense, arrange appropriate comprehensive insurance to cover all risks assumed by the Contractor under this Contract in respect of Contractor's equipment, tools and any other belongings of the Contractor and its personnel as well deputed under this Contract during the entire period of their engagement in connection with this Contract including extensions if any. The Contractor shall also carry adequate insurance cover against damage/loss to third party person/property. OIL will have no liability on this account.

14.9 Principal Assured

The following are to be included as Principal Assured(s) in the Insurance Policies (except in case of Workmen's Compensation/Employer's Liability insurance):

"Oil India Limited, and Contractor's name (as appearing in the Contract / LOA)".

14.10 Waiver of subrogation:

All insurance policies of the Contractor with respect to the operations conducted hereunder as set forth in clauses hereof, shall be endorsed by the underwriter in accordance with the following policy wording:

"The insurers hereby waive their rights of subrogation against Oil India Limited or any of their employees or their affiliates and assignees".

14.11 Deductible:

The Contractor shall take policy with minimum deductible as per IRDA prescribed for the policy(ies). That portion of any loss not covered by insurance provided for in this article solely by reason of deductible provision in such insurance policies shall be to the account of the Contractor.

14.12 Compliance with Sec 25(1), of "The General Insurance Business (Nationalization) Act 1972"

Section 25(1) of "The General Insurance Business (Nationalization) Act 1972" is reproduced below:

"No person shall take out or renew any policy of insurance in respect of any property in India or any ship or other vessel or aircraft registered in India with an insurer

whose principal place of business is outside India save with the prior permission of the Central Government”.

The above requirement of aforesaid Act needs to be complied with by the Contractor wherever the aforesaid provisions of Act apply, and compliance confirmations submitted.

14.13 Loss Payee Clause:

The Insurance Policies should mention the following in Loss Payee Clause:

“In respect of Insurance claims in which OIL's interest is involved, written consent of OIL will be required”.

14.14 On account payment to OIL in case of claim

In case any loss or damage happen and where OIL's interest is involved, OIL reserves the right to recover the loss amount from the Contractor prior to final settlement of the claim.

14.15 Contractor shall require all of its Sub-contractors to provide such of the foregoing insurance cover as the Contractor is obligated to provide under this Contract.

14.16 Contractor shall at all time during the currency of the Contract provide, pay for and maintain the following insurance amongst others:

- i) Workman Compensation and/Employers' Liability Insurance: Workmen's compensation and employer's liability insurance as required by the laws of the country of origin of the employee.
- ii) Commercial General Liability Insurance: Commercial 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 fulfil the provisions under this Contract.
- iii) Comprehensive General Automotive Liability: 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.
- iv) Carrier's Legal Liability Insurance: Carrier's Legal Liability Insurance in respect of all Contractor's items to be transported by the Contractor to the site of work, for physical loss or destruction of or damage to goods or merchandise, while in transit.
- v) Public Liability Act Policy: Public Liability Act Policy covering the statutory liability arising out of accidents occurring during the currency of the Contract due to handling hazardous substances as provided in the Public Liability Insurance Act 1991 and the Rules framed there under.
- vi) Pradhan Mantri Suraksha Bima Yojana (PMSBY) and Pradhan Mantri Jeevan Jyoti Bima Yojana (PMJJBY): Contractor shall, ensure that all his/its personnel deployed under this Contract have obtained additional insurance coverage under the Pradhan Mantri Suraksha Bima Yojana (PMSBY) and Pradhan Mantri Jeevan Jyoti Bima Yojana (PMJJBY) through the participating banks and submit the proof of such insurance coverage to the satisfaction of OIL.
- vii) Contractor's equipment used for execution of the work hereunder shall have an insurance cover with a suitable limit (as per international standards).

viii) Any other insurance policy set forth in the SCC

Note: An undertaking by the service provider has to be mandatorily provided during the Mobilization time that they have taken all the Insurance provisions as per the Contract and as the Law and Insurance Regulation.

15.0 LIABILITY:

- 15.1 Except as otherwise expressly provided herein, 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.
- 15.2 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. 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.
- 15.3 The Contractor hereby agrees to waive its right of recourse and further agrees to cause its underwriters to waive their right of subrogation against Company and/or its underwriters, servants, agents, nominees, assignees, contractors and sub-contractors for loss or damage to the equipment of the Contractor and/or its sub-contractors and/or their employees when such loss or damage or liabilities arises out of or in connection with the performance of the Contract limited to the Contractor's liabilities agreed to under this Contract.
- 15.4 The Contractor hereby further agrees to waive its right of recourse and agrees to cause its underwriters to waive their right of subrogation against Company and/or its underwriters, servants, agents, nominees, assignees, contractors and sub-contractors for injury to, illness or death of any employee of the Contractor and of its contractors, sub- contractors and/or their employees when such injury, illness or death arises out of or in connection with the performance of the Contract limited to the Contractor's liabilities agreed to under this Contract.
- 15.5 Except as otherwise expressly provided herein, neither Contractor nor its servants, agents, nominees, contractors or sub-contractors shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss or damage to the property of the Company and/or their contractors or sub-contractors, irrespective of how such loss or damage is caused and even if caused by the negligence of Contractor and/or its servants, agents, nominees, assignees, contractors and sub-contractors. The Company shall protect, defend, indemnify and hold harmless Contractor from and against such loss or damage and any suit, claim or expense resulting there from.
- 15.6 Except as otherwise expressly provided herein, neither Contractor nor its servants, agents, nominees, assignees, contractors, sub-contractors shall have any liability or responsibility whatsoever to whomsoever for injury or illness, or death of any employee of the Company and/or of its contractors or sub-contractors irrespective of how such injury, illness or death

is caused and even if caused by the negligence of Contractor and/or its servants, agents, nominees, assignees, contractors and sub-contractors. Company shall protect, defend indemnify and hold harmless Contractor from and against such liabilities and any suit, claim or expense resulting there from.

- 15.7 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.
- 15.8 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.

16.0 LIMITATION OF LIABILITY:

- a) Notwithstanding any other provisions herein to the contrary, except only in cases of willful misconduct and/or criminal acts and/or criminal negligence, neither the Contractor nor the Company (OIL) shall be liable to the other, whether in Contract, tort, or otherwise, for any consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided however that this exclusion shall not apply to any obligation of the Contractor to pay Liquidated Damages to the Company and/or Company's right to forfeit the Performance Bank Guarantee(s) in terms of the Contract.
- b) Notwithstanding any other provisions incorporated elsewhere in the Contract, the aggregate liability of the Contractor in respect of this Contract, whether under Contract, in tort or otherwise, shall not exceed 100% of the Contract Price (if not specified otherwise in SCC), provided however that this limitation shall not apply to the cost of repairing or replacing defective equipment by the Contractor, or to any obligation of the Contractor to indemnify the Company with respect to Intellectual Property Rights.
- c) Company shall indemnify and keep indemnified Contractor harmless from and against any and all claims, costs, losses and liabilities in excess of the aggregate liability amount in terms of clause (b) above.

17.0 LIABILITY OF UNION GOVERNMENT OF INDIA:

It is expressly understood and agreed upon by and between Contractor and OIL INDIA LIMITED, and that OIL INDIA LIMITED is entering into this agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that Union of India is not a party to this agreement and has no liabilities, obligations or rights, whatsoever hereunder. It is expressly understood and agreed that OIL INDIA LIMITED is an independent legal entity with power and authority to enter into Contracts solely on its own behalf under the applicable laws of India and general principles of the Contract law. The bidder/Contractor expressly agrees, acknowledges and understands that OIL INDIA LIMITED is not an agent, representative or delegate of the Union of India. It is further understood and agreed that Union of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the Contract. Accordingly, bidder/ Contractor hereby

expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Union of India arising out of this Contract and covenants not to sue the Union of India as to any manner, claim, cause of action or thing whatsoever arising of or under this agreement.

18.0 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.

19.0 RISK PURCHASE:

In the event, Contractor's failure to provide the services as per the Contractual scope, terms and conditions, Company (OIL) reserves the right to hire the services from any other source at the Contractor's risk & cost and the difference in cost shall be borne by the Contractor. Further, OIL shall retain the right of forfeiture of Performance Bank Guarantee and any other action as deemed fit. In certain operational situations OIL reserves the right to take over the site including the service equipment at the risk and cost of the Contractor.

20.0 INDEMNITY AGREEMENT:

- 20.1 Except as provided hereof Contractor agrees to protect, defend, indemnify and hold Company harmless from and against all claims, suits, demands and causes of action, liabilities, expenses, cost, liens and judgments of every kind and character, without limit, which may arise in favour of Contractor's employees, agents, contractors and sub- contractors or their employees or in favour of any third party(is) 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.
- 20.2 Except as provided hereof Company agrees to protect, defend, indemnify and hold Contractor harmless from and against all claims, suits, demands and causes of action, liabilities, expenses, cost, liens and judgments of every kind and character, without limit, which may arise in favour of Company's employees, agents, contractors and sub- contractors or their employees or in favour of any third party(is) 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.

21.0 INDEMNITY APPLICATION:

The indemnities given herein above, whether given by Company or Contractor shall be without regard to fault or to the negligence of either party even though said loss, damage, liability, claim, demand, expense, cost or cause of action may be caused, occasioned by or contributed to by the negligence, either sole or concurrent of either party.

22.0 ROYALTY/ PATENTS:

Each party shall hold harmless and indemnify the other from and against all claim and

proceedings for or on account of any patent rights, design, trade mark or other protected rights arising from any use of materials, equipment, processes, inventions and methods, which have not been imposed on the attending party by the terms of the Contract or the specifications forming part thereof.

23.0 WARRANTY AND REMEDY OF DEFECTS:

- 23.1 Contractor warrants that they shall perform the work in a first class, workmanlike, and professional manner and in accordance with their highest degree of quality, efficiency and current state of the art technology/industry practices and in conformity with all specifications, standards and drawings set forth or referred to in the Terms of Reference and with instructions and guidance, which Company may, from time to time, furnish to the Contractor.
- 23.2 Should Company discover at any time during the tenure of the Contract or till the Unit/equipment/tools are demobilized from site or base camp (if applicable) that the work does not conform to the foregoing warranty, Contractor shall after receipt of notice from Company, promptly perform any and all corrective work required to make the services conform to the Warranty. Such corrective Work shall be performed entirely at Contractor's own expenses. If such corrective Work is not performed within a reasonable time, the Company, at its option may have such remedial Work performed by others and charge the cost thereof to Contractor subject to a maximum of the Contract value payable for the defective work which needs corrective action which the Contractor must pay promptly. In case Contractor fails to perform remedial work, or pay promptly in respect thereof, the performance security shall be forfeited.

24.0 SUBCONTRACTING/ASSIGNMENT:

- 24.1 Contractor shall not subcontract, transfer or assign the Contract, or any part under this Contract, to any third party(ies). Except for the main services under this Contract, Contractor may subcontract the petty support services subject to Company's prior written approval. However, Contractor shall be fully responsible for complete execution and performance of the services under the Contract.
- 24.2 Consequent upon of placement of Contract, if successful bidder(s)(other than Micro/Small Enterprise) is procuring materials/services from their sub- vendor, who is a Micro or Small Enterprise registered with District Industry Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME with prior consent in writing of the purchasing authority/Engineer in Charge the details like Name, Registration No., Address, Contact No., details of material and value of procurement made, etc. of such enterprises shall be furnished by the Contractor at the time of submission of invoice/bill.

25.0 RECORDS, REPORTS AND INSPECTION:

The Contractor shall, at all times during the currency of the Contract, permit the Company and its authorized employees and representatives to inspect all the Work performed and to witness and check all the measurements and tests made in connection with the said work. The Contractor shall keep an authentic, accurate history and logs including safety records of each service item with major items consumed, which shall be open at all reasonable times for inspection by the Company's designated representatives and its authorized employees. The Contractor shall provide the Company's designated representatives with a daily written report, on form prescribed by the Company

showing details of operations during the preceding 24 hours and any other information related to the said services requested by the Company whenever so requested. The Contractor shall not, without Company's written consent allow any third person(s) access to the said information or give out to any third person information in connection therewith.

26.0 CONFIDENTIALITY, USE OF CONTRACT DOCUMENTS AND INFORMATION:

- 26.1 Contractor shall not, without Company's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing pattern, sample or information furnished by or on behalf of Company in connection therewith, to any person other than a person employed by Contractor in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only, as may be necessary for purposes of such performance with prior permission from Company. However, nothing hereinabove contained shall deprive the Contractor of the right to use or disclose any information which is:
- a) Possessed by the Contractor, as evidenced by the Contractor's written records, before receipt thereof from the Company which however the Contractor shall immediately inform to Company; or
 - b) required to be disclosed by the Contractor pursuant to an order of a court of competent jurisdiction or other governmental agency having the power to order such disclosure, provided the Contractor uses its best efforts to provide timely notice to Company of such order to permit Company an opportunity to contest such order subject to prior permission from Company.
- 26.2 Contractor shall not, without Company's prior written consent, make use of any document or information except for purposes of performing the Contract.
- 26.3 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.
- 26.4 During the currency of the Contract, Company and its employees, agents, other contractors, sub-contractors (of any tier) and their employees etc. may be exposed to certain confidential information and data of the Contractor. Such information and data held by the Company, its employees, agents, other contractors, sub-contractors (of any tier) and their employees in the strictest Confidence and shall not be disclosed to any other party except on a need to know basis.

However, the above obligation shall not extend to information which:

- i) is, at the time of disclosure, known to the public which Contractor shall immediately inform Company;
- ii) is lawfully becomes at a later date known to the public through no fault of Contractor subject to Contractor's undertaking that no information has been divulged by them to the public;
- iii) is lawfully possessed by Contractor before receipt thereof from Company which should be immediately informed to Company;
- iv) is developed by Contractor independently of the information disclosed by Company which should be shared with the Company;
- v) Contractor is required to produce before competent authorities or by court order subject to prior permission from Company;

27.0 REMUNERATION AND TERMS OF PAYMENT:

- 27.1 Company shall pay to the Contractor during the term of the Contract the amount due from time to time calculated according to the rates of payment set and in accordance with other provisions hereof. No other payments shall be due from Company unless specifically provided for in the Contract. All payments will be made in accordance with the terms hereinafter described.
- 27.2 Request for payment/part payment to third party i.e. other than the party on whom the Contract has been awarded will not be entertained by OIL under any circumstances.
- 27.3 **MANNER OF PAYMENT:** All payments due by Company to Contractor hereunder shall be made at Contractor's designated bank. Bank charges, if any will be on account of the Contractor.
- 27.4 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.
- 27.5 **INVOICES:** Mobilization charges will be invoiced only upon completion of mobilization as certified by Company representative and Contractor is ready at site for starting the services/operation. Payment of mobilization charges shall be made within 45 days following the date of receipt of undisputed invoices by Company.
- 27.6 Contractor shall send invoice to Company on the day following the end of each month for all daily or monthly charges due to the Contractor.
- 27.7 Contractor will submit 02 (Two) sets of all invoices duly super scribed 'Original' and 'copy' as applicable to the Company for processing payment. Separate invoices for the charges payable under the Contract shall be submitted by the Contractor for foreign currency and Indian currency.
- 27.8 Payment of monthly invoices, if undisputed, shall be made within 30 days following the date of receipt of invoice by Company.
- 27.9 Company shall within 30 days of receipt of the invoice notify the Contractor of any item under dispute, specifying the reasons thereof, in which event, payment of the disputed amount may be withheld until settlement of the dispute, but payment shall be made of any undisputed portion on or before the due date. This will not prejudice the Company's right to question the validity of the payment at a later date as envisaged in clause no. 27.4 above.
- 27.10 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 any other billing, the payment of which may then or thereafter be due.
- 27.11 Payment of Final demobilization charges shall be made if applicable within 45 days on receipt of invoice by Company accompanied by the following documents from the Contractor:
- a) Audited account up to completion of the Contract.
 - b) Tax audit report for the above period as required under the Indian Tax Laws.
 - c) Documentary evidence regarding the submission of returns and payment to taxes for the

- d) expatriate personnel engaged by the Contractor or by its sub-contractor.
- d) Proof of re-export of all items including the unutilized spares and consumables (excepting consumables consumed during the Contract period) and also cancellation of re-export bond if any.
- e) Any other documents as required by applicable Indian Laws.

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

- 27.12 Contractor shall maintain complete and correct records of all information on which Contractor's invoice are based upto 02 (two) years from the date of last invoice. Such records shall be required for making appropriate adjustments or payments by either party in case of subsequent audit query/objection.

28.0 PAYMENT OF COMMISSION/FEE/REMUNERATION OF INDIAN AGENT / CONSULTANT / REPRESENTATIVE/ RETAINER/ASSOCIATE OF FOREIGN PRINCIPAL (APPLICABLE IN ICB TENDERS ONLY):

The Commission/fee/remuneration of the Indian agent/ consultant/ associate/ representative/retainer, if any, will be paid within 30 days of the payment of invoice made to the Contractor. The amount of commission/ fee/remuneration as a percentage of invoice value as per Contract provisions will be deducted by Company/OIL from the monthly invoices of the Contractor and paid to the Indian agent/ consultant/ representative/retainer/associate.

29.0 DETAILS OF STATUTORY PAYMENTS LIKE EPF AND ESI ETC.

Wherever applicable, the Contractor (including those engaging "International Workers") shall have itself registered under Employees' Provident Fund and Miscellaneous Provisions Act, 1952 and Employees' State Insurance Act, 1948 and follow the relevant statutory provisions including Rules made there-under concerning Contractual workers.

The Contractor shall be required to submit the following documents/details to the Company:

- (i) Copy of PF-ECR duly stamped by the designated Bank, alongwith a print of the digitally signed PDF data sheet of the ECR, as proof of payment, each month, details of this PDF data sheet shall be verified by the appropriate authority (i.e. Payment Making Authority) in the Company from the official website of EPFO (<http://www.epfindia.gov.in>).
- (a) Copy of the online challan endorsed/stamped by the designated bank as proof of receipt of payment towards monthly contribution of ESI contribution.
- (b) Copy of Return of contribution in respect of ESI for each contribution period of the six months i.e. for the contribution period ended 30th Sept and the contribution period ended 31st March.
- (ii) As an Annexure to each EPF-ECR and ESI Challan(s), Contractor shall also furnish the following Certificates:
 - 1) The furnished information is correct to the best of his knowledge.
 - 2) In case any discrepancies or irregularities is/are noticed in this undertaking, then OIL is free to inform the PF/ESIC Authorities.
 - 3) Before the completion of Contract, Contractor shall serve one-month

- notice to all his Contractual workers, informing that their services will be terminated.
- 4) Within one month on completion/expiry of the Contract, Contractor shall pay all the dues/terminal dues such as leave with wages, bonus (if applicable), Gratuity (if applicable), to all his Contractual workmen, failing which Contractor's Bank Guarantee/Security Deposit may be withheld by OIL.

Company may verify the deposit of statutory contribution made by the contractors with the EPFO/ESI authorities, where deemed necessary. However, before making payment of the last bill/invoice of the Contractor, the Company may verify the details/status of the payment towards EPF/ESI made by the Contractor from the authorities/official website of EPF/ESI (i.e. <http://www.epfindia.gov.in> and <http://www.esic.in>). In case the information furnished by the Contractor is found to be incorrect the Company shall take appropriate action against the Contractor in accordance with law.

The Contractor agrees and undertakes to indemnify OIL for any liabilities arising out of declarations made by him in future on violation or provisions of the EPF Act 1952 and ESI Act 1948.

30.0 TIMELY MOBILISATION AND LIQUIDATED DAMAGES:

- a) Time is the essence of this Contract. If the Contractor fails to mobilize and deploy the required manpower/equipment and/or fails to commence the operation within the period specified as specified under mobilization clause under SCC, OIL shall have, without prejudice to any other right or remedy in law or Contract including sub clause (b) below, the right to terminate the Contract.
- b) If the Contractor is unable to mobilize/deploy and commence the operation within the period specified in sub clause (a) above, it may request OIL for extension of the time with unconditionally agreeing for levy and recovery of LD. Upon receipt of such a request, OIL may at its discretion, extend the period of mobilization and shall recover from the Contractor, as an ascertained and agreed Liquidated Damages, a sum equivalent to @ 0.5% of Contract value including mobilization cost, per week or part thereof of delay subject to maximum of 7.5% of the Contract Price.
- c) The parties agree that the sum specified above is not a penalty but a genuine pre-estimate of the loss/damage which will be suffered by OIL on account of delay on the part of the Contractor and the said amount will be payable without proof of actual loss or damage caused by such delay.
- d) LD will be calculated on the basis of Total Contract value [(if not specified otherwise in SCC] excluding duties and taxes, where such duties/taxes have been shown separately in the Contract. However, the applicable GST on the LD shall have to be borne by the Contractor. Accordingly, the liquidated damages shall be recovered from the Contractor along with applicable GST.

31.0 FORCE MAJEURE:

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 term force majeure as employed herein shall mean Acts of God such as earthquake, hurricane, typhoon, flood, volcanic activity etc.; war (declared/undeclared); riot, revolts, rebellion,

terrorism, sabotage by persons other than the Contractor's Personnel; fires, explosions, ionising radiation or contamination by radio-activity or noxious gas, if not caused by Contractor's fault; declared epidemic or disaster; acts and regulations of respective Govt. of the two parties, namely the Company and the Contractor and civil commotions, lockout not attributable to the Contractor.

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

Should "force majeure" condition as stated above occurs and should the same be notified within 72 (Seventy two) hours after its occurrence the 'force majeure' rate (if specified in the SCC/Schedule of Rates of the Contract) shall apply for the first 15 (fifteen) days for each such occasion.

Either party shall have the right to terminate the Contract if such 'force majeure' conditions continue beyond successive 60 (Sixty) days [or exclusively mentioned in the SCC of the Contract] with prior written notice of 15 days, provided termination of the Contract does not result into safety hazard to the life and property on account of withdrawal of operations or the operation is at critical stage. Company shall have the absolute right to decide whether any safety hazard exists or operation is at critical position and decision of the Company shall be binding upon the Contractor. Should either party decide not to terminate the Contract even under such condition, no payment would apply after expiry of fifteen (15) days force majeure period. [or exclusively mentioned in the SCC of the Contract]. Time for performance of the relative obligation suspended by Force Majeure shall then stand extended by the period for which such cause lasts.

If however, relative obligation of the party affected by such „Force Majeure" is limited to part of the obligation(s), the Contract shall not be terminated and the parties shall continue to perform their respective obligations, which are not affected by the „force majeure" condition, provided the obligations affected by the „force majeure" do not preclude the parties in performing the obligations not affected by such conditions.

32.0 SET-OFF:

Any sum of money due and payable to the Contractor (including Performance Security refundable to them) under this or any other Contract, whether in progress or in future, may be appropriated by OIL and set-off against any claim of OIL (or such other person or persons Contracting through OIL) for payment of a sum of money arising out of this Contract or under any other Contract made by the Contractor with OIL (or such other person or persons Contracting through OIL).

33.0 WITHHOLDING:

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

33.1 For non-completion of jobs assigned as per Scope of Work/Terms of Reference.

33.2 Defective work not remedied by Contractor.

33.3 Claims by Company's recognized sub-contractor of Contractor or others filed or on the basis of reasonable evidence indicating probable filing of such claims against Contractor.

33.4 Failure of Contractor to pay or provide for the payment of salaries/ wages, contributions, taxes or enforced savings with-held from wages etc. with respect to personnel engaged by the Contractor.

33.5 Failure of Contractor to pay the cost of removal of unnecessary debris, materials, tools, or machinery.

33.6 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 Contractor, under any circumstances in the opinion of Company, may be primarily or contingently liable or ultimately responsible and Contractor shall, within five days after demand is made by Company, fail to pay and discharge such indebtedness, then Company may during the period for which such indebtedness shall remain unpaid, with-hold from the amounts due to Contractor, a sum equal to the amount of such unpaid indebtedness.

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

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

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

33.8 Company reserves the right to disburse or deposit the amount so withheld to the concerned person(s) or agency or government authority, as the case may be, besides nullifying such amount on account of loss suffered by the Company against 33.2, 33.3, 33.6 & 33.7 above.

34.0 APPLICABLE LAWS:

The Contract shall be deemed to be a Contract made under, governed by and construed in accordance with the laws of India for the time being in force and shall be subject to the sole and exclusive jurisdiction of Courts situated in East Godavari District, Andhra Pradesh and Principal Bench of Amaravati High Court.

This Agreement including all matter connected with this Agreement, shall be governed by the laws of India (both substantive and procedural) for the time being in force and shall be subject to exclusive jurisdiction of Courts, mentioned hereinabove. Foreign companies, operating in India or entering into Joint ventures in India, shall also be governed by the laws of India and shall be subject to sole and exclusive jurisdiction of above Courts.

The Contractor shall ensure full compliance of various Indian Laws and Statutory Regulations, as stated below, to the extent applicable, as stated below, but not limited to, in force from time to time and obtain necessary permits/licenses etc. from appropriate authorities for conducting

operations under the Contract:

- a) The Mines Act 1952
- b) The Oil Mines Regulations, 1984
- c) The Employees' Compensation Act, 1923
- d) The Code of Wages, 2019
- e) The Contract Labour (Regulation & Abolition) Act, 1970 and framed the rules there under
- f) The Employees Pension Scheme, 1995
- g) The Interstate Migrant Workmen Act., 1979 (Regulation of employment and conditions of service).
- h) The Employees Provident Fund and Miscellaneous Provisions Act, 1952
- i) Goods and Service Tax Act
- j) Customs & Excise Act & Rules
- k) Factories Act, 1948
- l) Industrial Disputes Act, 1947
- m) Payment of Gratuity Act, 1972
- n) Environmental Protection Act, 1986 & other pollution control Acts.

Note: The above Acts are only indicative and not exhaustive. The Acts shall include the rules and regulations framed thereunder.

35.0 LABOUR LAWS:

- i) Contractor shall comply with the provisions of various labour related laws, including but not limited to the Code of Wages, 2019, Employee Provident Fund and Miscellaneous Provisions Act 1952, Company's Liability Act 1938, Employees' Compensation Act 1923, Industrial Disputes Act 1947, the Maternity Benefit Act 1961 and Contract Labour (Regulation and Abolition) Act 1970, Employment of Children Act 1938, Employees' State Insurance Act, 1948 or any modifications/amendment thereof or any other law relating thereto and rules made there under from time to time.
- ii) No Labour below the age of eighteen [18] years shall be employed on the work.
- iii) Contractor shall not pay less than what is provided under law to labourers engaged by him on the work.
- iv) Contractor shall at his expense comply with all labour laws and keep the Company indemnified in respect thereof.
- v) Contractor shall pay equal wages for men and women in accordance with applicable Labour laws.
- vi) If the Contractor is covered under the Contract Labour (Regulation and Abolition) Act, he shall obtain a license from licensing authority [i.e. office of the Labour Commissioner] by payment of necessary prescribed fee and the deposit, if any, before starting the work under the Contract. Such fee/deposit shall be borne by the Contractor.
- vii) Contractor must obtain the PF Code from the concerned PF Authority under Employees Provident Fund and Miscellaneous Provisions Act, 1952. Similarly, Contractor must obtain ESI

Code under Employees State Insurance Act.

- viii) Contractor being the employer of the labours/personnel to be engaged under the Contract shall be liable to pay gratuity to the labours/personnel as per the provision of the Payment of Gratuity Act, 1972 and accordingly, shall keep the Company indemnified in respect thereof. If however, Company requires to pay gratuity to such labour(s) as per the direction of the competent authority under the Act, Company shall recover such amount from the outstanding dues payable to the Contractor under the Contract or any other Contract(s).
- ix) Contractor shall furnish to Engineer in Charge the distribution return of the number & description, by trades of the work people employed on the works. Contractor shall also submit on the 4th & 19th of every month to Engineer in Charge a true statement showing in respect of the 2nd half of the preceding month & the 1st half of the current month (1) the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them and (2) the number of female workers who have been allowed Maternity Benefit as provided in the Maternity Benefit Act 1961 on Rules made there under and the amount paid to them.
- x) Engineer in Charge shall on a report having been made by an inspecting officer as defined in Contract Labour (Regulation and Abolition) Act 1970 have the power to deduct from the money due to the Contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the Contract for the benefit of workers, non-payment of wages or of deductions made from his or their wages which are not justified by the terms of the Contract or non-observance of the said regulations.
- xi) The Contractor shall indemnify the Company against any payments to be made under and for the observance of the provisions of the aforesaid acts without prejudice to his right to obtain indemnity from his sub-contractor.

36.0 STATUTORY REQUIREMENTS:

During the tenure of this Contract nothing shall be done by the Contractor in contravention of any law, act and/or rules/regulations, thereunder or any amendment.

37.0 GENERAL HEALTH, SAFETY & ENVIRONMENT (HSE) GUIDELINES:

- 37.1 It will be solely the Contractor's responsibility to fulfil 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 Contractor comply with the same requirement as the Contractor himself and shall be liable for ensuring compliance all HSE laws.
- 37.2 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.
- 37.3 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.
- 37.4 Any compensation arising due to accident of the Contractor's personnel while carrying out the

job, will be payable by the Contractor.

- 37.5 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 shall have the right to direct the Contractor to cease work until the non-compliance is corrected.

38.0 POLLUTION AND CONTAMINATION:

The Contractor shall be liable for all surface and sub-surface pollution to the extent caused by Contractor and resulting from Contractor's operation/service or spillage or dumping of solvents/additive substances or pollutants, which the Contractor brings to the Site for use in connection with Work to be performed under this Contract.

Notwithstanding anything to the contrary contained herein, it is agreed that except on the ground of willful misconduct or criminal misconduct, Company shall release, indemnify and hold Contractor and its sub-contractors harmless from any and all claims, judgments, losses, expenses and any costs related thereto (including but not limited to Court costs and "Attorney's fees") for:

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

39.0 STATUTORY VARIATION/NEWLY ENACTED LAW:

- 39.1 All duties, taxes except otherwise specified in the Contract as applicable on the closing date of bid submission as per relevant acts and rules shall be in Contractor's account. Variation in case of custom duty on CIF value declared by the bidder shall be to Company account.
- 39.2 In the event of introduction of any new legislation or any amendment or enforcement of any Act or Law, rules or regulations of Government of India or State Government(s) or Public Body, which becomes effective after the date of submission of Price Bid or revised price bid, if any, for this Contract and which results in increased/decreased cost of the works under the Contract through increased/decreased liability of taxes and/or duties, required to be paid by the Contractor, (other than personnel and Corporate taxes), the Parties shall agree to a revision in pricing to reflect such change subject to the production of documentary proof to the satisfaction of the Company/Contractor as applicable to the extent which directly is attributable to such introduction of new legislation or change or amendment as mentioned above and adjudication by the competent authority (applicable when disputed by Company) & the courts wherever levy of such taxes/duties are disputed by Company/Contractor.
- 39.3 Any increase in net amount of the duties and taxes (i.e. the amount of taxes/duties payable minus eligible credit of taxes/duties paid on input services/inputs) after the Contractual completion/mobilization date during the extended period will be to the Contractor's account, where delay in completion/mobilization period is attributable to the Contractor. However, any decrease in net amount of the duties and taxes (i.e. the amount of taxes/duties payable minus eligible credit of taxes/duties paid on input services/inputs) after the Contractual completion/mobilization date will be to Company's

account.

- 39.4 The Contract Price and other prices given in the Schedule of Prices are based on the applicable tariff as indicated by the Contractor in the Schedule of Prices. In case this information subsequently proves to be wrong, incorrect or misleading, Company will have no liability to reimburse/pay to the Contractor the excess duties, taxes, fees, if any finally levied/imposed by the concerned authorities. However, in such an event, Company will have the right to recover the difference in case the rate of duty/tax finally assessed is on the lower side.
- 39.5 Notwithstanding the provision contained in Clause-39.1 to 39.4 above, the Company shall not bear any liability in respect of:
- i. Personal taxes on the personnel deployed by Contractor, his sub-contractor/sub-sub-contractors and Agents etc.
 - ii. Corporate taxes and Fringe benefit tax in respect of Contractor and all of their sub-contractors, agents etc.
 - iii. Other taxes & duties including Customs Duty and GST in addition to new taxes etc. in respect of sub-contractors, vendors, agents etc. of the Contractor.
 - iv. Any liability on the Contractor, which was accrued under the old law or Contract, which the Contractor is obligated to pay either to the Company or to the Government Authority.
- 39.6 In order to ascertain the net impact of the amendment/ revisions/enactment of various provisions of taxes/duties, the Contractor is liable to provide following disclosure to Company:
- v. Details of each of the input services used in relation to providing service to Company including estimated monthly value of input service and GST tax amount.
 - vi. Details of Inputs (material/consumable) used/required for providing service to Company including estimated monthly value of input and GST paid/payable on purchase of inputs.
- 39.7 The above provisions would be applicable only in case of variation in rate of taxes and duties on supply of services to OIL and not applicable on taxes and duties on input (goods and services) towards such services.
- 39.8 Any claim or reduction on account of change in law shall be accompanied with undertaking that the provisions of anti-profiteering clause under GST Act have been complied with.

40.0 SEVERABILITY:

Should any provision of this agreement be found to be invalid, illegal or otherwise not enforceable by any court of law, such finding shall not affect the remaining provisions hereto and they shall remain binding on the parties hereto.

41.0 Commission of misconduct/submission of fraudulent document by the bidder/Contractor and Banning thereof:

The information and documents furnished by the bidder/Contractor in respect of the tender/Contract are accepted by Company to be true and genuine. However, if it comes to the

notice of the Company anytime either during the pendency of the tender or after award of the Contract or after completion the Contract that a Bidder/Contractor furnished fraudulent document/false information in relation to the subject tender/Contract or committed any misconduct, appropriate action shall be taken against the Bidder/Contractor for debarment/banning of the bidder/Contractor from participating in any future tender of the Company in terms of the Company's Banning Policy, 2017 besides making the Contractor liable for other penal action including termination of ongoing Contract(s) at his/her risk and peril. In such event, the Bid Security/Performance Security in respect of ongoing Contract(s) shall be forfeited by the Company.

42.0 SETTLEMENT OF DISPUTES:

42.1 Arbitration (Applicable for Suppliers/contractors other than PSU and MSME):

1. Except as otherwise provided elsewhere in the Contract, if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, in connection with construction, meaning, operation, effect, interpretation of the Contract or breach thereof which parties are unable to settle mutually, the same shall be referred to Arbitration as provided hereunder:
2. A party wishing to commence arbitration proceeding shall invoke Arbitration Clause by giving 30 days notice to the other party. The notice invoking arbitration shall specify all the points of dispute with details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and not thereafter. If the claim is in foreign currency, the claimant shall indicate its value in Indian Rupee for the purpose of constitution of the arbitral tribunal.
3. It is agreed and undertaken by the Parties that irrespective of country of origin of the Contractor, the arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996 and under no circumstances, the proceedings shall be construed as International Arbitration.
4. The number of arbitrators and the appointing authority will be as under:

Claim amount (excluding claim for interest and counter claim, if any)	Number of Arbitrator	Appointing Authority
Upto Rs.25.00 Lakh	Not applicable	Not applicable
Above Rs.25.00 Lakh Upto Rs.25 Crore	Sole Arbitrator	OIL
Above Rs. 25 Crore	3 Arbitrators	One Arbitrator by each party and the 3 rd Arbitrator, who shall be the presiding Arbitrator, by the two Arbitrators.

5. The parties agree that they shall appoint only those persons as arbitrators who accept the conditions of the arbitration clause. No person shall be appointed as Arbitrator or Presiding Arbitrator who does not accept the conditions of the arbitration clause.
6. If any of the Arbitrators so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/arbitrators to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left if both parties consent for the

same; otherwise, he shall proceed de novo.

7. Parties agree and undertake that neither shall be entitled for any pre-reference or pendentite-lite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.
8. The arbitral tribunal shall complete the proceedings, make and publish the award within time stipulated in the Arbitration and Conciliation Act, 1996(as amended).
9. If after commencement of the arbitration proceedings, the parties agree to settle the dispute mutually or refer the dispute to conciliation, the arbitrators shall put the proceedings in abeyance until such period as requested by the parties. Where the proceedings are put in abeyance or terminated on account of mutual settlement of dispute by the parties, the fees payable to the arbitrators shall be determined as under:
 - (i) 20%of the fees if the claimant has not submitted statement of claim.
 - (ii) 40% of the fees if the pleadings are complete
 - (iii) 60% of the fees if the hearing has commenced.
 - (iv) 80% of the fees if the hearing is concluded but the award is yet to be passed.
10. Each party shall be responsible to make arrangements for the travel and stay etc. of the arbitrator appointed by it. Claimant shall also be responsible for making arrangements for travel/stay arrangements of the Presiding Arbitrator and the expenses incurred shall be shared equally by the parties.

In case of sole arbitrator, both parties shall equally share all expenditures that may be required to be incurred.

11. The fees and other administrative/secretarial expenses of the arbitrator(s) shall not exceed the model fee as stipulated in Schedule--- of the Act and such expenses shall be equally borne by the parties.
12. The Place/Seat of Arbitration shall be Guwahati or the place where the Contract is executed. The venue of the arbitration shall be decided by the Arbitrator(s) in discussion with the parties. The cost of arbitration sittings shall be equally borne by the parties.
13. The Arbitrator(s) shall give reasoned and speaking award and it shall be final and binding on the parties.
14. Subject to aforesaid, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof shall apply to the arbitration proceedings under this clause.

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

- a) In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial Contract (s) between Central Public Sector Enterprises (CPSEs) and also between CPSEs and Government Departments/Organizations (excluding disputes -concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in OPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018.

- b) A party wishing to commence arbitration proceeding shall invoke Arbitration Clause and refer the dispute(s) to AMRCD with a copy to the other party. The notice invoking arbitration shall specify all the points of dispute with details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and not thereafter.
- c) Upon such reference, the dispute shall be decided by the Competent Authority appointed under the AMRCD, whose decision shall bind the parties finally and conclusively. The parties in the dispute will share equally the cost of the arbitration as intimated by the Arbitrator.

42.3 Arbitration (Applicable to Micro, Small and Medium Enterprise)

In the event of any dispute or difference relating to, arising from or connected with the Contract, efforts shall be made to resolve the dispute(s) amicably by mutual consultation and in case such dispute(s) cannot be resolved through mutual consultation, then same shall be resolved through the procedure as prescribed in Section-18 of the Micro, Small and Medium Enterprises Development Act, 2006.

42.4 Resolution of disputes through conciliation by OEC

(Not Applicable in cases where value of dispute is less than Rs. 25 Lakhs and more than Rs. 2 Crore)

If any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, in connection with construction, meaning, operation, effect, interpretation of the Contract or breach thereof which parties are unable to settle mutually, Company at its discretion, on its own or on the request of the Contractor, may refer the dispute to Outside Expert Committee ("OEC") to be constituted by Corporate Business Committee (CBC), OIL as provided hereunder:

- a) The party desirous of resorting to conciliation shall send a notice of 30 (thirty) days to the other party of its intention of referring the dispute for resolution through OEC. The notice invoking conciliation shall specify all the points of disputes with details of the amount claimed to be referred to OEC and the party concerned shall not raise any new issue thereafter.
- b) OIL shall nominate three outside experts, one each from Financial/commercial, Technical and Legal fields from the Panel of Outside Experts maintained by OIL who shall together be referred to as OEC (Outside Experts Committee).
- c) Parties shall not claim any interest on claims/counterclaims from the date of notice invoking conciliation till execution of settlement agreement, if so arrived at. In case, parties are unable to reach a settlement, no interest shall be claimed by either party for the period from the date of notice invoking conciliation till the date of OEC recommendations in any further proceeding.
- d) The Proceedings of the OEC shall be broadly governed by Part III of the Arbitration and Conciliation Act, 1996 including any modifications thereof. Notwithstanding above, the proceedings shall be summary in nature and Parties agree to rely only upon documentary evidence in support of their claims and not to bring any oral evidence in the OEC proceedings.
- e) OEC shall hear both the parties and recommend possible terms of settlement between the parties. The recommendations of OEC shall be non-binding and the parties may decide to

accept or not to accept the same. Parties shall be at liberty to accept the OEC recommendation with any modification they may deem fit.

- f) Where recommendations are acceptable to both the parties, a settlement agreement will be drawn up in terms of the OEC recommendations or with such modifications as may be agreed upon by the parties. The settlement agreement shall be signed by both the parties and authenticated by all the OEC members either in person or through circulation. This settlement agreement shall have the same legal status and effect as that of an arbitration award on agreed terms on the substance of the dispute rendered by an arbitral tribunal under Section 30 of the Arbitration and Conciliation Act, 1996.
- g) OIL will share all other guidelines regarding reconciliation through OEC with the Contractor when it resorts to settlement through OEC. Both parties agree to adhere to these guidelines.
- h) All the expenditure incurred in the OEC proceedings shall be shared by the parties in equal proportion. The parties shall maintain account of expenditure and present to the other for the purpose of sharing on conclusion of the OEC proceedings.
- i) The OEC proceedings must be completed within a period of 3(three) months from the date of constitution of the OEC with a provision of extension of one months, subject to mutual agreement. The Place of OEC shall be either at New Delhi or Kakinada.
- j) If the parties are not able to resolve the dispute through OEC or do not opt for conciliation through OEC, the party may invoke arbitration clause as provided in the Contract.
- k) The parties shall be represented by their in-house employees/executives. No party shall bring any advocate or outside consultant/advisor/agent. Ex- officers of OIL who have handled the matter in any capacity directly or indirectly shall not be allowed to attend and present the case before OEC on behalf of Contractor. However, ex- employees of parties may represent their respective organizations.
- l) Solicitation or any attempt to bring influence of any kind on either OEC Members or OIL is completely prohibited in conciliation proceedings and OIL reserves the absolute right to close the conciliation proceedings at its sole discretion if it apprehends any kind of such attempt made by the Contractor or its representatives.

42.5 Exclusions

Parties agree that following matters shall not be referred to conciliation or arbitration:

- i) Any claim, difference or dispute relating to, connected with or arising out of OIL's decision to initiate any proceedings for suspension or debarment or banning, or decision to suspend or to ban or to debar business dealings with the bidder/Contractor and/or with any other person involved or connected or dealing with bid/Contract/bidder/Contractor.
- ii) Any claim, difference or dispute relating to, connected with or arising out of OIL's decision under the provisions of Integrity Pact executed between OIL and the Bidder/Contractor.
- iii) Any claim, difference or dispute relating to, connected with or arising out of OIL's decision to comply with any order or directive of any statutory or government

authority.

- iv) Any claim which is less than Rs. 25 Lakh.

43.0 COMPLETION OF CONTRACT:

Unless otherwise terminated under the provisions of any other relevant Clause or extended through written communication, this Contract shall be deemed to have been completed at the expiry of the Period specified in the Contract or period of defect liability, as provided for under the Contract, whichever is later.

44.0 TERMINATION:

- 44.1 Termination on expiry of the Contract: This Agreement shall be deemed to have been automatically terminated on the expiry of the Contract period unless OIL has exercised its option to extend this Contract in accordance with the provisions, if any, of this Contract.

- 44.2 Termination of Contract for death: If the Contractor is an individual or a proprietary concern and the individual or the proprietor dies or if the Contractor is a partnership concern and one of the partners dies then unless, the Company is satisfied that the legal heir of the individual or the proprietary concern or the surviving partners are capable of carrying out and completing Contract, the Company is entitled to cancel the Contract for the uncompleted part without being in any way liable for any compensation payment to the estate of the deceased Contractor and/or to the surviving partners of the Contractor's firm on account of the cancellation of Contract. The decision of the Company in such assessment shall be final & binding on the parties. In the event of such cancellation, the Company shall not hold the estate of the deceased Contractor and/or the surviving partners of Contractor's firm liable for any damages for non-completion of the Contract.

- 44.3 Termination on account of Force Majeure: Unless the Contract provides otherwise, either party shall have the right to terminate this Contract on account of Force Majeure as set forth in Article-31.0 above.

- 44.4 Termination on account of insolvency: In the event that the Contractor or its collaborator or its guarantor at any time during the term of the Contract, becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt or under the process of insolvency or liquidation, 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.

However, Company shall be at liberty to give the Receiver or Liquidator or Insolvency Professional Manager, as appointed by the Competent Court/Tribunal, the option of carrying out the Contract subject to its technical & financial competence and his providing a guarantee for due and faithful performance of the Contract.

- 44.5 Termination for Unsatisfactory Performance: If the Company considers that, the performance of the Contractor is unsatisfactory, or not as per the provision of the Contract, the Company shall notify the Contractor in writing and specify in details the cause of dissatisfaction. The Company shall have the option to terminate the Contract by giving 15 days notice in writing to the Contractor, if Contractor fails to comply with the requisitions contained in the said written notice issued by the Company. In the event Contractor rectifies its non-performance to the

satisfaction of the Company, the option of termination may not be exercised by the Company. If however Contractor repeats non-performance subsequently, Company shall exercise the option to terminate Contract by giving 07 days notice. Such Contractor shall be put on holiday as per the Banning Policy of OIL [available at www.oil-india.in].

- 44.6 Termination due to change of ownership and Assignment: In case the Contractor's rights and/or obligations under this Contract and/or the Contractor's rights, title and interest to the equipment/material, are transferred or assigned without the Company's written consent, the Company may at its option, terminate this Contract. Company shall not be however under any obligation to accord consent to the Contractor for change of ownership & assignment of the Contract.
- 44.7 If at any time during the term of this Contract, breakdown of Contractor's equipment results in contractors being unable to perform their obligations hereunder for a period of 15 successive days, Company at its option, may terminate this Contract in its entirety or partially to the extent non-performance, without any further right or obligation on the part of the Company, except for the payment of money then due. No notice shall be served by the Company under the condition stated above.
- 44.8 Termination for delay in mobilization: Contractor is required to mobilize complete equipment alongwith crew for commencement of services at the specified site within the maximum allowed number of days from the date of LOA/Notice for Mobilization as specified in the special conditions of Contract. If the Contractor (successful bidder) fails to complete the mobilization as above, OIL shall have, without prejudice to any other clause of the Contract, the right to terminate the Contract.
- 44.9 Notwithstanding any provisions herein to the contrary, the Contract may be terminated at any time by the Company on giving 30 (thirty) days written notice to the Contractor due to any other reason not covered under the above Article from 44.1 to 44.8 and in the event of such termination the Company shall not be liable to pay any cost or damage to the Contractor except for payment of services as per the Contract upto the date of termination.
- 44.10 Consequence of Termination: In all cases of termination herein set forth, the relative obligations of the parties to the Contract shall be limited to the period up to the date of termination. Notwithstanding the termination of this Contract, the parties shall continue to be bound by the provisions of this Contract that reasonably require some action or forbearance after such termination.

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

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

Demobilization charges shall not be payable by Company in case of Article from 44.4 to 44.7.

45.0 TO DETERMINE THE CONTRACT:

In such an event the Contract shall stand terminated and shall cease to be in force from the date of such notification by the Company. Thereafter the Contractor shall stop forthwith any of the work then in progress, except those work which the Company may, in writing, require to be done to safeguard any property or work, or installations from damages, and the Company may

take over the remaining unfinished work of the Contractor and complete the same through a fresh Contractor or by other means, at the risk and cost of the Contractor, and any of its sureties if any, shall be liable to the Company for any excess cost occasioned by such work having to be so taken over and completed by the Company over and above the cost at the rate/cost specified in the schedule of quantities and rates/prices.

46.0 WITHOUT DETERMINING THE CONTRACT:

To take over the work of the Contractor or any part thereof and complete the same through a fresh Contractor or by other means, at the risk and cost of the Contractor. The Contractor and any of its sureties are liable to the Company for any excess cost over and above the cost at the rates specified in the schedule of quantities and rates/prices, occasioned by such work having been taken over and completed by the Company.

47.0 ERRING/DEFAULTING AGENCIES:

Erring and defaulting agencies like bidder, Contractor, supplier, vendor, service provider will be dealt as per OIL's Banning Policy dated 6th January, 2017 available in OIL's website: www.oil-india.com. Moreover, OIL reserves the right to take legal or any other action on the basis of merit of the case.

48.0 MISCELLANEOUS PROVISIONS:

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.

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.

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.

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

End of Section-I

SECTION – II

SCOPE OF WORK/ TERMS OF REFERENCE/TECHNICAL SPECIFICATION

1.0 INTRODUCTION:

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

2.0 DEFINITION OF WORK:

OIL, KG Basin Project intends to hire one (01) no. Drilling Unit (Minimum 1000 HP Rig package) with Cementing Services, Mud Engineering Services, Bulk Handling Plant Services and Manpower Services for Well Killing and Permanent Abandonment of 5 (five) wells (Well Killing and Permanent Abandonment) in the Block in KG Basin Project, Onshore, Andhra Pradesh. OIL will have the right to deploy the hired Rig with Services at any location for Well Killing and Permanent Abandonment Jobs within the capacity of the Rig. The Rig is primarily for KG Basin activities.

3.0 AREA OF OPERATION:

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

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

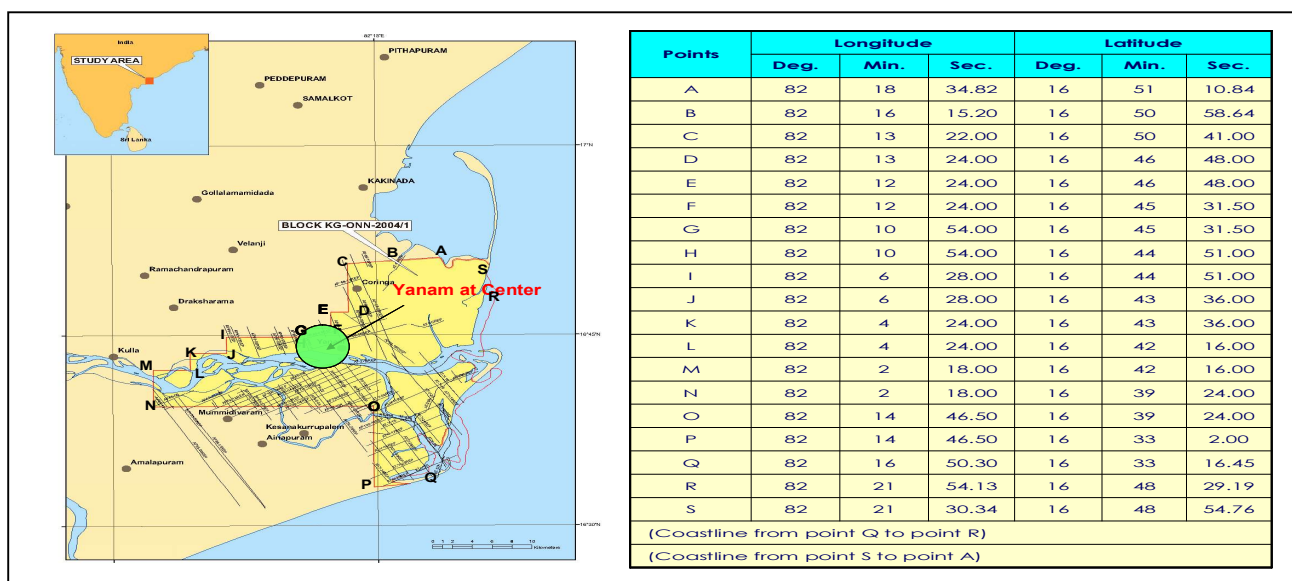


Figure-1a: The location of the Block KG-ONN-2004/1 in KG basin

4.0 COMMUNICATION TO THE BLOCK:

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

- Nearest Airport: Vizag : 180 Km
Rajahmundry : 70 Km
- Nearest Sea Port: Kakinada : 15 Km
- Nearest Railway Junction: Samalkot : 20 Km
Kakinada : 05 Km
- National Highway: NH-5

5.0 GENERAL CASING POLICY:

- 30" x 20" x 16" x 13.5/8" x 11.3/4" (Contingent) x 9.7/8" (9.5/8") x 7" (7.5/8" Tie Back) x 4.1/2" (Contingent) x 3.1/2" Tubing.
- 20" x 13.5/8" x 9.5/8" x 7" x 2.7/8" Tubing.

5.3 Details of Casings & Tubing:

Hole Size (inches)	Casing Size (inches)	API Drift Dia. (inches)	Shoe Depth (meters)	Grade	Connection	Casing Weight (PPF)
	30	-	20	--	N/A	--
26	20	18.687	600	J-55	TSH ER (CT)	118.5
18 ½ (UR to 20)	16	14.823	2000	VM110SS-D	DINO VAM (CT)	84
14 ¾ (UR to 16)	13 ⅝	12.25	3250	TN-110 SS	513 (Flush)	88.2
12 ¼ (UR to 14)	11 ¾ Contingent Drilling Liner	10.625	4200	TN-110 HS	513 (Flush)	65
12 ¼	9 ⅞	8.5	4600	VM-110SS-D x P-110	VAM SLIJ-II (Semi-Flush)	65.3
X	9 ⅝	8.5		VM-110SS-D x P-110	VAM SLIJ-II (Semi-Flush)	53.5
8 ½	7.0 Production Liner	5.879	5800	SM-125TT	VAM TOP (T&C)	35
X	7 ⅝ Tie Back	5.876	4600	VM-95SS-D	VAM HP SC 76 (T&C)	59.2
5 ⅞	4 ½ Contingent Production Liner	3.515	6000	Q-125	VAM TOP (T&C)	18.9
X	3 ½ Tubing	2.423	X	T-95	TSH 533 (Integral)	15.8
X	3 ½ Tubing	2.423	X	SM-95S	VAMTOP (T&C)	15.5

6.0 SCOPE OF WORK:

6.1 The Contractor shall provide the services of one (1) no. mobile self-Propelled/trailer mounted Diesel Electrical or Diesel Mechanical Drilling Rig Package of 1000 HP (minimum) Draw-works input power along with Cementing Services, Mud Engineering Services and Bulk Handling Plant Services to carry out well killing and permanent abandonment jobs including but not limited to drilling of previously set cement plugs, round tripping, cement plug jobs, recovery of well heads and all other associated operations including Rig-up, Rig-down, Inter-Location Movement etc. in accordance with the Well Permanent Abandonment Program to be furnished by the Company before commencement of the operations which may be amended from time to time by reasonable modification as deemed fit by the Company. Apart from this, the Contractor shall also provide spares for the entire Rig-Package, tools and equipment for maintenance services during the operations, fuel (HSD), lubricant, water for running the operations and shall carry out drilling services activities with tools & expert. The Contractor shall keep adequate stock of spares at all time for uninterrupted progress of work and make available all items listed in this document ready for use.

6.2 To provide capable and experienced Personnel in accordance with the list provided in the Tender Document.

6.3 To take up the Scope of Work to be carried out in accordance with the various articles including schedule of responsibilities of the Tender Document and to take up the jobs related to well killing and permanent abandonment of the wells.

6.4 To take up the following jobs:

- (a) Coordination
- (b) Planning
- (c) Preparing Mud & Cementing Program
- (d) Executing
- (e) Liaison
- (f) Reporting
- (g) Material Handling
- (h) Monitoring – Operation, Safety & Environment

7.0 TECHNICAL SPECIFICATION OF RIG PACKAGE:

7.1 The Contractor shall mobilize all necessary equipment and tools for successful and economic completion of the jobs mentioned. The Contract includes services of one Mobile Drilling Rig Package, Cementing Services, Mud Engineering Services and Bulk Handling Plant Services.

7.2 The offered drilling unit should be mobile self-Propelled/trailer

mounted Diesel Electrical or Diesel Mechanical Drilling Rig having compatible telescoping mast and sub-structure (as per API Standard). Draw works input HP rating of the offered Rig should be 1000 HP (minimum).

7.3 The Drilling Rig should be rated for minimum nominal drilling depth range of 3500 m with 4.1/2" OD Drill Pipes and the available Horse Power out-put of the Rig engine package should be capable of running 1000 HP (minimum) Draw-Works and 760 HP (minimum) Mud Pumps simultaneously.

7.4 The Drilling Rig should be operated with complete package including mud system, fuel system, air system, electrical system and water system etc.

7.5 The Contractor shall provide Cementing Services required for placement of cement plugs in oil/gas wells along with batch mixer, cement and cement additives.

7.6 The Contractor shall provide Mud Engineering services along with mud chemicals and additives.

7.7 The Contractor shall provide services for Bulk Handling Plant (BHP) and Compressor for handling Cement & Barites.

8.0 TECHNICAL SPECIFICATION OF RIG:

Item	Functionality and Minimum Performance Requirements for Rig
8.1 Rig Type	<p>(a) 1000 HP (minimum) mobile self-Propelled/trailer mounted Diesel Electrical or Diesel Mechanical Drilling Rig. Must be in accordance with design specifications of API 4F, equipped with single drum draw-works or double drum draw-works with the provision for power system catering the full load requirement and rotary table for Service of the wells of depth up to 3500 Meters with 4.1/2" OD Drill Pipes. The Rig shall be equipped with suitable racking arrangements and complete tackling system to handle required load.</p> <p>(b) The dimensions should be limited to: Overall width: Not more than 3.2 meters Overall Height: Not more than 5.00 meters from ground Length-Carrier: Maximum 20.00 meters (Without mast) Length-Overall: Maximum 22.50 meters (With mast)</p>

	<p>Rear Overhang: 29% of wheelbase Ground clearance: 35.00 cm.</p> <p>(c) The Carrier should be compatible as per API/International standard with all its component like Engines (Two suitable Caterpillar make or equivalent engines) & Transmission (Allison CLT-6061 or equivalent torque converter), Drive and Axles, Suspension, Load distribution, Steering mechanism, Wheels and Rims, Brakes, Emergency/Parking Brakes with suitable Electrical and Pneumatic system. The Driver's cabin should be of robust built, comfortable and complete with all fittings/accessories including safety gears/items in case of self-propelled Carrier. The Carrier/Trailer should be capable to move with Mast at approx. 40 km/hr on highway. The exhaust position should be well-covered with safety and statutory norms. The rig should be capable of drilling 1+1 cluster location from same plinth. Bidder should furnish the detailed specification of the Carrier/Trailer for proper evaluation.</p> <p>(d) Rig shall be able to operate at ambient temperatures of 50°C, with sound proofing as required by Indian Law. Entire rig package must be compliance with all statutory safety & regulations and Oil Industry Safety Directorate of India (OISD) standards.</p> <p>(e) Rig shall have Emergency hooter, Emergency shut-off system (Both Electrical & Air Shut-off) & Emergency Alarm at driller's panel.</p>
8.2 Mast (WITH API 4F MONOGRAM)	<p>(a) One (1) no. two section telescoping mast (as per API spec. 4F), with hydraulic mast tilting & extending systems and automatic locking device to lock the mast into its fully extended operating position. The mast should have a clear height of 118-130 ft. Rated static hook load capacity should be minimum 5,50,000 lbs as per API 4F specifications with 10 lines strung.</p> <p>(b) Mast should have crown block as per API specifications with minimum load capacity of 250 Metric Tons.</p> <p>(c) Mast shall have a racking capacity of not less</p>

	<p>than 4000 meters of 4.1/2" OD x 16.6 ppf (Grade-G), range – 2 drill pipes in doubles including BHA (Bottom Hole Assembly).</p> <p>(d) Mast shall be complete with racking board, winch/cat line, air hoist sheave units, sheave units for rig tongs (2 nos.) power tong / pipe spinner, tong counter weights, guides etc.</p> <p>(e) The racking board (doubles board) shall be adjustable type and complete with necessary Emergency Escape Device (EED) from racking board to ground for top/derrick men. It should be provided with toe boards & safety railings.</p> <p>(f) Mast shall be complete with necessary & compatible single/dual stand pipes with clamp/supports.</p> <p>(g) Mast should be complete with two nos. of Hydro-cat cylinders or catheads (makeup & break-out), hydraulically/pneumatically operated of reputed make. The catheads should match the rated HP of the Draw-Works.</p> <p>(h) Safety Climb Equipment/Free Fall Arrestor (FFA) for climbing up the mast ladder up to Crown Block shall be provided.</p> <p>(i) Mast should be complete with required mast load & wind guy lines.</p> <p>(j) Dynamic Wind Load Capacity with full pipe set back and all wind guy lines properly installed shall be minimum 80KMPH.</p> <p>(k) Lighting fixture shall match API specification and the mines Act, 1952 and its subsequent amendments and Oil Mines Regulation 1984.</p> <p>(l) The mast shall be fitted with two nos. of safe flasher type aviation warning lights on crown block or with safe flasher type aviation warning light 1 no. at the crown, 4 nos. at four corners on the racking board of high luminous intensity (white light flasher). These lights shall be operational at all times from the moment the mast is raised and until</p>
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	<p>the mast is finally lowered irrespective of well operation.</p> <p>(m) Sufficient lighting to permit 24 hours of operation. Lighting specifications will meet the regulatory requirements including explosion proofing for hazardous locations in the well site.</p>
8.3 Sub-structure (WITH API 4F MONOGRAM)	<p>(a) Sub-structure shall have minimum capacity of 550 kips of rotary load and an area capacity to accommodate setback of 4000m of 4.1/2" OD x 16.6 ppf (Grade-G), range – 2 drill pipes in doubles including BHA.</p> <p>(b) The sub-structure should be complete with V-door ramp, catwalk, tong back up posts, dead line anchor support with load cell, hand rails, stairs, air winches, BOP trolleys, Dog House support frame etc.</p> <p>(c) The sub -structure should be complete with suitable capacity deadline anchor designed as per API Spec. 8C.</p> <p>(d) Sub-structure should have provision for rat hole and mouse hole.</p> <p>(e) The derrick floor shall be complete in all respect and provided with suitable toe boards and safety railings.</p> <p>(f) Clear height under the working floor must be 17 feet+ and should be able to accommodate riser nipple; 10M BOP stack (10M Annular BOP and 10M Double RAM BOP); 10Mx11"/13.5/8" Drilling Spool and DSAF (15Mx11" - 10Mx11"/13.5/8"). See attached wellhead Diagram in page 100.</p> <p>(g) Contractor must demonstrate that the proposed BOP stack will fit in below the proposed substructure height, given the wellhead dimensions on Page 102.</p> <p>(h) Cellar Dimension: 4m(wide) x 4m(length) x 3m(Deep)</p>
8.4 Power Generation	<p>(a) Provide sufficient power capability to handle the Contractor's equipment requirement for the Drilling</p>

	<p>Unit, its ancillary equipment including that of other services (as to be provided under this contract) and the rig site camp, complete with sufficient fuel storage and suitable transmission system.</p> <p>(b) The above power pack shall conform to IP 55 protection as per Indian standards for the outdoor equipment, Power pack and Control PCs viz. SCR/VFD house including MCC house to be placed outside hazardous area i.e. at a distance of 32 meters (minimum) from the well center.</p> <p>(c) All Drilling motors shall have blowers with suitable ducting & filter system.</p> <p>(d) Rig should be equipped with adequate nos. of Rig Air Compressor, Air receiver, air dryer, safety relief valve, condensate trap etc.</p>
8.5 Hoisting	<p>(a) 550 kips minimum Hoisting Capacity for the 250 Metric Tons mast, blocks, swivel etc.</p> <p>(b) The hoisting equipment should be as per API Spec. 8A/8C and equipped with crown & Floor saver.</p>
8.6 Mud Pumps	<p>(a) Two numbers of Triplex, single acting mud pumps (minimum 760 HHP), each capable to pump 260 gal/min at 5000psi, driven by suitably rated independent drive diesel engines/electrical motors with single skid, having spark arrestors and remote shut-off (from driller console), complete with cooling system are to be equipped with following:</p> <p>(b) Supercharging pumps, standpipe, mud manifold complete with rotary & vibratory hoses 5000 psi WP – compatible with the swivel.</p>
8.7 Master Bushing	<p>(a) Master Bushing compatible with offered 27½” Rotary Table, complete with bit breaker plate and one split type master bushing.</p>
8.8 Swivel	<p>(a) Swivel should be fitted with standard bail, wash pipe packing assembly, goose neck hose, connection union for API rotary hose, having minimum 250 Ton rated static load capacity and 175 Ton API bearing rating at 100 RPM. Rated for 5,000 psi.</p>
8.9 Kelly & Kelly Bushing	<p>(a) Hexagonal/Square Kelly 4.1/4” & 3” sizes (OD) having 40’ length along with pin insert/square Kelly bushing compatible with master bushing.</p>

8.10 Kelly Spinner	(a) One Kelly spinner, air operated with all standard Rig up accessories for installation. The spinner is to be compatible for left and right rotation.
8.11 Kelly Cock	(a) Upper Kelly Cocks, 10000 psi WP having LH regular thread connections compatible with Swivel and Kelly. (b) Lower Kelly Cock, 10000 psi WP having RH regular thread connections compatible with Kelly and Kelly Saver Subs.
8.12 Kelly Saver Sub	(a) Kelly Saver Subs compatible to Kelly connections to be provided. (b) Kelly Saver Subs to be provided for 4.1/4" and 3" OD Kelly.
8.13 Rotary table	(a) Rotary table as per API Spec. 7K with minimum 27.1/2" opening, complete with all the accessories. (b) Master bushing (1 no. either solid or split type) to suit the Rotary table. (c) Suitable API insert bowls whichever is applicable for casing sizes indicated in Casing Policy. (d) Bit breakers & adapter plates to suit above master bushing / Rotary table. (e) All sizes of lifters and handling tools for bushings & inserts.

<p>8.14 Mud Tanks and Circulating System</p>	<p>(a) Active System:</p> <ul style="list-style-type: none"> (i) Minimum 1000 bbls of active tank volume (ii) 1 shaker tank with compartments minimum 200 to 250 bbls capacity (iii) 1 suction tank with compartments minimum 200 to 250 bbls capacity (iv) Settling tanks compartments sized minimum 200 to 250 bbls each (v) Pill tank 50 to 60 bbls with ability for suction and mixing (vi) Trip tank 50 to 70 bbls equipped with independent centrifugal pumps for hole fill (vii) Chemical tanks 20 to 50 bbl (viii) Two mixing hoppers run by electric centrifugal pumps, the ability to mix bulk materials such as bulk barite or big bags, ability to mix into any of the suction/settling tanks, mixing system should be able to handle fluids up to a density of 19.5 ppg (ix) Jet shearing device-one no (x) All active tanks should be equipped with agitators and mud guns <p>(b) Reserve capacity of minimum 300 bbls with the ability to independently transfer mud from reserve to active and back.</p> <p>(c) Conventional Shale Shaker or Linear Motion Shale Shaker – 2 units, with minimum capacity of 600 GPM and sufficient number of screens of API 80, API 100 and API 120 mesh size.</p> <p>(d) Desander (hydro cyclone type – min 2 cones), capacity 1000 GPM, complete with 75-100 Hp flame proof motor driven centrifugal pump.</p> <p>(e) Desilter (hydro cyclone type – 15 to 20 cones), capacity 600 - 800 GPM, complete with 75-100 HP flame proof motor driven centrifugal pump.</p> <p>(f) Vacuum type degasser with minimum 1000 GPM capacity. Must comply with AEUB IRP 1.</p> <p>(g) The rig and its equipment will handle any type of liquid fluid systems, as a minimum, in accordance with the regulatory requirements in the Contract Area.</p>
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	<p>(h) Tanks should utilize a tarp or canopy system.</p> <p>(i) Shale sloop of each shale shaker.</p> <p>(j) The circulating system must be capable of 5000 psi pressures.</p> <p>(k) Rig must be capable of handling and mixing Big Bags.</p> <p>(l) Catch pans must be installed under the rotary table and a mud can must be included for connections.</p> <p>(m) All HP lines to be designed and constructed in accordance with ANSI B31.3, API 1104, ASME IX or equivalent standard.</p> <p>(n) Contractor shall ensure compatibility of any elastomeric seals including the effect of any fluid or substance that elastomer seals may be exposed to at circulating temperatures.</p> <p>NOTE: Provision for suction of mud from any of the reserve tanks with either of the mud pumps should be kept. The mud tanks should have provisions for erecting covers to protect against rain etc.</p>
8.15 Water System	<p>(a) WATER TANKS: Inter connected tanks with total storage capacity of Approximately 100 cubic meters (One tank also to be used as gauging water tank, covered top, preferably 9.9 m long x 2.285 m wide x 2.5 m high during cementing operation which should be equipped with hopper and agitators). Suitable skid fitted with two centrifugal pumps (booster pump) with 15 - 25 HP explosion proof electric motors complete with suction and discharge lines for operation of either or both pumps for supply of water to various points should be provided.</p> <p>Contractor to supply all required surface lines, manifold(s), and pumps for fluid transfer between active system, rig tanks, and storage.</p> <p>(b) SUPPLY of WATER: The Contractor shall be</p>

	<p>responsible for supply of suitable water (industrial and potable) for running the operations without any interruption.</p> <p>The Contractor shall be responsible for procuring, transporting and storing/supplying adequate quantity of both industrial/ potable water to well site/ camp-site at his own cost. The Company shall in no way be responsible for any water arrangement whatsoever at well- site/camp-site. The Contractor shall make arrangements to supply industrial water for the Mud Engineering, Cementing, Bulk Handling Plant and Effluent Treatment Plant services to be provided under this contract and to any other third party of OIL as and when required during operation.</p>
8.16 Handling Tools	<p>(a) Handling tools for all Work strings and BHA's with backups.</p> <p>(b) Handling tools for 4.1/2" Drill Pipe/HWDP, 3.1/2" Drill Pipe/HWDP, 6.1/4" or 6.1/2" Drill Collar, 4.3/4" Drill Collar, 3.1/2" Tubing and 2.7/8" Tubing.</p> <p>(c) 250 Metric Tons minimum rating for Drill Pipe/HWDP Elevators, elevator links, pneumatic slips, manual slips, safety clamps.</p> <p>(d) 100/150 Metric Tons rating for Drill Collar and Tubing Elevators</p> <p>(e) Tongs with pipe backups and line pull indicator.</p> <p>(f) Sufficient X-overs to make up standard string configurations with Contractor's drill string and backup.</p> <p>(g) Hydraulic tongs with air operated back-ups.</p> <p>(h) Stabbing guides.</p> <p>(i) Pipe dope for drill pipe and tubing as required per manufacture recommendation.</p> <p>(j) Pipe Racks to handle 2 strings of pipe.</p> <p>(k) Go gauge (Rabbit) for all tubulars (Drill Pipe and</p>

	<p>HWDP).</p> <p>Note: Bidders to provide full details of Handling tools with the Bid.</p>
8.17 Additional Equipment	<p>(a) Circulating valve for all of Contractor's string with 2" 1502 Weco connection.</p> <p>(b) Bit subs for supplied Drill Collars</p> <p>(c) Float valves to be incorporated in Bit subs.</p> <p>(d) Full opening stabbing valves, 10000 psi WP with Pump in connection for top of stabbing valve. Lifting handles or slings for the stabbing valve.</p> <p>(e) Inside BOP for supplied size of drill pipes rated to 10,000 psi WP.</p> <p>(f) Spear for 7" casing (29 ppf), 9.5/8" casing (47 ppf) and 13.3/8" (68 ppf) casing with requisite crossovers.</p> <p>(g) Casing scrapper to run inside 7" and 9.5/8" casing.</p> <p>(h) Drift gauges</p> <p>(i) Drill collar safety clamps</p> <p>(j) Cellar Pump</p> <p>(k) Rig Washer</p> <p>(l) Bug Blower</p> <p>(m) Sound level meter & calibrator</p> <p>(n) Air pumps</p> <p>(o) Welding & cutting machine.</p> <p>(p) Warehouse, utility house, dog house and bunk houses for accommodation.</p> <p>Note: Contractor shall supply all requisite crossovers needed for all its tubulars and OIL tubular (3.1/2" and 2.7/8" Production String) from Kelly to Drill Collars.</p>

8.18 Drill Collars	<p>The minimum amount of inspected drill collars that must be available on location at all times:</p> <p>(a) 12 joints of 6.1/4" or 6.1/2" spiral drill collar(s) with API connection.</p> <p>(b) 12 joints of 4.3/4" spiral drill collar(s) with API connection.</p>
8.19 Heavy Weight Drill Pipe	<p>(a) Minimum 18 joints x 4.1/2" OD inspected as per DS-1 Category 3 service & complying to IRP1, API RP7G & API Bull5C3, Heavy Weight drill pipe on location. Range 2 (27-30ft).</p> <p>(b) Minimum 18 joints x 3.1/2" OD inspected as per DS-1 Category 3 service & complying to IRP1, API RP7G & API Bull5C3, Heavy Weight drill pipe on location. Range 2 (27-30ft).</p>
8.20 Drill Pipe	<p>New or premium class drill pipe inspected as per DS-1 Category 5 service & complying to IRP1, API RP7G & API Bull5C3. The minimum amount of inspected drill pipes that must be available on location at all times:</p> <p>(a) 3.1/2" Drill Pipe, 13.3 ppf, G-105, minimum 3000 m.</p> <p>(b) 3.1/2" Drill pipe PUP joint of various lengths (same as 3.1/2" drill pipe grade).</p> <p>(c) 4.1/2" Drill Pipe, 16.60 ppf, G-105, minimum 4000 m.</p> <p>(d) 4.1/2" Drill pipe PUP joint of various lengths (same as 4.1/2" drill pipe grade).</p>
8.21 Fishing Tools	<p>Bidder shall include all tools but not limited to the following, to fish Contractor's string/tools as well as company's string i.e. 2.7/8" and 3.1/2" tubing inside casing of sizes 9.7/8" & 9.5/8" & 7.5/8" & 7". A detail list of fishing tools to be provided by the bidder along with the bid.</p> <p>(a) Overshots with various grapples, oversized guide etc.</p> <p>(b) Junk subs</p> <p>(c) Fishing Magnets</p>

	<p>(d) Impression Blocks</p> <p>(e) Flat bottom Mills</p> <p>(f) Junk Mills</p> <p>(g) Sufficient quantity of ITCOLOY, TINNING ROD & BRAZING FLUX to be kept in stock for dressing worn out mill or shoe as and when required.</p> <p>(h) Circulating heads for drill pipes.</p>
8.22 Air / Hydraulic Winches	<p>(a) Rig floor winch</p> <p>(b) Monkey board winch</p> <p>(c) Man-riding winch</p> <p>(d) Utility winch</p> <p>(e) Hydraulic Winch</p>
8.23 BOP, Accumulator, Choke & Kill manifold	<p><u>WELL CONTROL EQUIPMENT:</u></p> <p>All BOP and Accumulator requirements and procedures will meet API 6A/16A/16C/RP53/RP68 and OISD-RP-174 requirements.</p> <p>(a) BOPs must be of HYDRIL - GE / CAMERON - SCHLUMBERGER / SHAFFER - NOV / WOM / Control FLOW only.</p> <p>(b) The cellar dimension is 4m x 4m x 3m (L x W x Depth)</p> <p>(c) Annular Blow Out Preventer: Annular BOP 11" x 10000 PSI or 13.5/8" x 10000 psi working pressure and rated to 180°F including all standard accessories.</p> <p>(d) Ram Type Blow out Preventer:</p> <p>(i) Double Ram BOP, 11" x 10000 psi or 13.5/8" x 10000 psi working pressure, hydraulically operated with auto self-locking systems, fitted with set/sets of pipe rams for tubular OD sizes in between 3 ½" & 5 ½" and 1 set of blind cum shear ram, two 10000 psi working pressure top and two 10000 psi working pressure bottom side outlets including all</p>

	<p>standards accessories.</p> <p>(ii) Double Studded Adapter Flanges:</p> <p>11" x 15000 psi - 11" x 10000 psi or 11" x 15000 psi – 13.5/8" x 10000 psi.</p> <p>9" x 10000 psi - 11" x 10000 psi or 9" x 10000 psi – 13.5/8" x 10000 psi.</p> <p>iii) All Ram BOPs to be equipped with high temperature elastomers suitable for 250° F continuous service and a minimum 1-hour service at 350° F. Stripping operation may be carried out depending upon the well situation. Contractor is to fix new set of sealing elements (Annular BOP) when installed first, also to keep backup sealing element for emergency requirement without any financial implications due to this.</p> <p>(e) High Pressure BOP Stack Valves (Kill Valves): 3.1/16" x 10000 PSI Working Pressure, hydraulically operated gate valve – 1 (one) No.</p> <p>(f) Drilling Spool: One flanged drilling spool below BOP with flanged choke and drill lines installed on either side rated to 10,000 psi with check valve. Working spool outlets must include full opening gate valves to serve as primary control. The kill side shall include a primary valve and a check valve, while the bleed off line shall have a primary and a secondary (back-up) valve. The valves shall be rated to a working pressure equal to or greater than the BOP.</p> <p>(g) Companion flanges of appropriate sizes and numbers and suitable for all kill, choke, check valves and lines etc.</p> <p>(h) High temperature Ram Elastomer Temperature Rating 350° F (1 hour test). API guidelines for Selecting Elastomeric Seals shall be used to select BOP elastomers.</p> <p>(i) All BOP components and attachments shall be constructed of materials that meet NACE MR-01-75 sour service standards.</p>
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	<p>(j) Stabbing Valve (FOSV): The stabbing valve shall be a NACE full-opening valve with the proper threads to mate to the supplied drill pipes i.e. NC-38 and NC-46 or NC-50. The minimum internal diameter must be equal to or larger than the drill pipe string in use. The stabbing valve must have a pressure rating equal to or greater than the BOP pressure rating (10000 psi WP).</p> <p>The stabbing valve is to be stored in an area immediately accessible to the wellbore. It is to be left in the open position. The valve must be kept clean, properly maintained and ready for use. Contractor to arrange for proper crossover or threads to connect FOSV to 3.1/2" OD tubing.</p> <p>(k) Lighting: Lighting must be adequate to ensure complete visibility of well control systems (As per OISD-GDN-166, IS 3646 – Part II. eg. – for BOPCU-50 Lux). The lighting must be suitable for hazardous areas and at least be suitable for transient vapour exposure. Safety seals must be properly maintained. Emergency lights are recommended to illuminate working floor exits and building exits. Light fittings, used inside hazardous area shall be as per OMR-2017 and shall have valid approval for use in oilfields.</p> <p>(l) Inspections: Daily visual inspection of BOP components for leaks is required. Function tests are to be conducted regularly (as per regulatory requirements). Where a BOP system is found to function improperly an immediate thorough inspection, repair and retest is required.</p> <p>(m) Choke and Kill Manifold System requirements (API 16C/RP53): The manifold must-</p> <ul style="list-style-type: none"> (i) Have a working pressure rating of 10,000 psi. (ii) Be equipped with valves to allow flow to be directed to the drill pipe, annulus, or rig tank. (iii) Include a check valve to prevent back-flow to the rig/kill pump.
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	<p>(iv) Be equipped with a gauge and suitable fittings to accurately measure pump pressures.</p> <p>(v) If equipped with an adjustable choke, have provisions made (upstream of the choke) for the installation of a gauge in order to maintain proper circulation pressures.</p> <p>(vi) Be equipped with a pressure relief device, on the pump discharge, to prevent over pressuring of the circulation system (The discharge line should be secured).</p> <p>(vii) Choke & Kill assembly of minimum 3.1/16" x 10000 psi WP.</p> <p>(viii) Two remotely operated hydraulic choke with position indicator, 10000 psi WP.</p> <p>(ix) Two manually adjustable choke 10,000 psi WP.</p> <p>(x) Gate valve, block crosses, tees, pressure gauges & Transmitters as necessary.</p> <p>(xi) Check Valves for Kill lines, 10000 psi WP.</p> <p>(xii) Bleed off and kill lines shall be of minimum 3.1/16" lines throughout.</p> <p>(n) Maintenance as per API/OISD:</p> <p>(i) BOP systems must be shop serviced and overhauled every five years. (Every five years with Service Certification by OEM or OEM Certified and API SPEC 16A certified shop).</p> <p>(ii) Whenever the main flanges or any primary well control component are disassembled, the ring gaskets must be replaced with new gaskets.</p> <p>Note:</p> <p>(1) All adapter flanges (Deemed 'Loose Connector' under API 6A) must be hydrostatic body tested to the same specifications as required under API 6A for Wellhead Equipment.</p>
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	<p>(2) Bidder shall supply BOP inspection certifications for all components prior to mobilization. Company may request re-testing of BOP components prior to mobilization.</p> <p>(3) BOPs shall be certified/recertified by OEM. BOPs shall be recertified by OEM/OEM authorized agency for "Fit-for-purpose" certification in conformance with API 16A if BOPs are 5 years old or more. Similarly, recertification will be required before completion of 5 years periodicity.</p> <p>(4) Other well control equipment shall be inspected/maintained/certified as per respective OEM guidelines.</p> <p>(o) Testing as per API/OISD:</p> <p>Prior to installation of BOPs, pressure testing of all components shall be carried out for 15 minutes each at 10,000 psi.</p> <p>(p) Records and Enforcement:</p> <p>(i) All contractors supplying BOP equipment shall maintain documentation pertaining to equipment material certification, testing, repair and maintenance. This data shall be available for review by the operating company and applicable regulatory body as required. Diagram of the BOP stack must be available at the Doghouse.</p> <p>(ii) Where such records are not available for the equipment, the equipment must be certified prior to use. Re-certification must be acceptable to the applicable regulatory body and the operating company.</p> <p>(q) Function/Pressure Testing as per API/OISD:</p> <p>(i) The primary well control components, with the exception of the shear ram, shall be functioned daily provided it is operationally safe to do so. All function/pressure tests and BOP drills are to be recorded on the tour sheet.</p>
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	<p>(ii) Details of shear ram operation must be posted in the dog house when shear rams are in service, in addition to the standard well control procedures.</p> <p>(iii) On critical wells, BOPs shall not be used for any function other than well control.</p> <p>(r) BOP Accumulator Unit:</p> <p>BOP Accumulator unit conforming to API 16D, skid mounted consisting of:</p> <p>(i) Separator type accumulators – Adequate nos. of bottle required. To be calculated as per configuration. Bidder to provide detail calculation sheet along with Bid.</p> <p>(ii) One (1) Plunger pump, driven by electric motor. Pump capacity will meet API requirement and standard industry practice.</p> <p>(iii) Air operated pumps to operate with minimum air supply capacity. Air Pumps to meet API requirements and standard industry practice.</p> <p>(iv) All electrical items shall be suitable for use in hazardous area, zone-1, Gas Group I & II. Electric motor, cables and motor starter of BOP control unit shall be as per OMR-2017 with approval for use in oil fields.</p> <p>(v) Accumulator Sizing:</p> <p>(1) The accumulator sizing must meet all requirements for operations and sizing as per API/OISD.</p> <p>(2) In addition to the required BOP stack, the accumulator shall be sized to either operate the required BOP as per applicable regulatory requirements, or shear the completion string without recharge, whichever is the greater volume.</p> <p>(3) The accumulator unit should be equipped with high pressure manifold valve to operate shear rams.</p>
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	<p>(vi) PLC based/Remote air operated control panel (2Nos.) for operating the unit from the drill floor, near TP/NTP office, complete with the all-standard accessories, air hose, handle, junction boxes etc. as per OISD standard latest edition.</p> <p>(vii) Accumulator bladders charging and gauging assembly.</p> <p>(viii) Necessary high-pressure hoses and Chicksan piping to connect accumulator unit to the BOP stack.</p> <p>(ix) Hydraulic Lines:</p> <p>(1) All hydraulic BOP control lines shall be tested to the maximum operating pressure of the accumulator system for 5 minutes prior to commencing operations.</p> <p>(2) Hydraulic lines must be fire sheathed (protected) for a minimum of 7 m horizontal distance from the wellbore.</p> <p>(3) Hydraulic hose couplers within 7 m of the wellbore must be "Lock-Type" couplers or "Hammer Union" type.</p> <p>(s) Certification: All metallic BOP components which may be exposed to sour effluent must be certified as being manufactured from materials meeting the requirements of NACE MR0175, latest edition.</p> <p>(t) BOP Test Stump: One number Test Stump of minimum 10M rating</p> <p>(u) BOP Testing Pump Unit: Minimum 15M working pressure with recorder charts.</p>
8.24 Kill Pump and Kill Tank	<p>(a) Diesel driven Kill Pump having spark arrestor with manifolds, discharge lines (Min 50 meters), rated NRV and return lines must have a working pressure equal to or greater than 10,000 psi and capable of pumping maximum 160 gal/min.</p> <p>(b) One Kill Tank of 200 barrels capacity with agitator facility, capable of using 19ppg kill fluid</p>

	weight. Kill pump will be placed at a safe distance of minimum 150ft from well head. Contractor to provide Chicksan lines accordingly.
8.25 Rig Instrumentation	<p>Rig must be outfitted with instrumentations and data acquisition systems having the following:</p> <ol style="list-style-type: none"> 1. Hook loads, 2. Rotary Torque, 3. Pumping rates (SPM), 4. Pressures (in psi) etc. 5. RPM 6. Tong Torque <p>Well site data must be able to be viewed real-time by Kakinada operations teams.</p>
8.26 Rig Communication	<p>(a) Minimum of 8 explosion proof handheld radios (including one each for OIL company man, tool pusher, driller, derrick man etc. – as operations dictate). Necessary license to be arranged by the Rig Contractor.</p> <p>(b) Satellite or other locally available internet communication.</p>
8.27 Heavy Equipment	As a minimum, contractor shall supply an operated forklift or frontend loader with appropriate forks for pipe handling. One 50 T crane and one 40 T or greater flatbed truck.
8.28 Rig Offices/ Accommodation	<p>(a) Office Bunk house for Company Representative and Company's Consultant with all office furniture, computer, printer, photocopier & internet and other facilities with attached toilets -1 No.</p> <p>(b) Accommodation for 06 (six) Company's Personnel (including third party) at Wellsite:</p> <p>(i) Twin seater accommodation for Company Representative and Installation Manager with two attached bath & toilet with all necessary furnishings: 1 no.</p> <p>(ii) Four-seater accommodation for Company's Production, Geologist/Reservoir Engineer, Chemist and Representative of DGH with two attached bath & toilet with all necessary furnishings: 1 no.</p> <p>(c) Standard Accommodation for 06 (six) Company's personnel/third party service personnel at Base camp site:</p>

	<p>(i) Twin seater accommodation for emergency with two attached bath & toilet with all necessary furnishings: 1 no.</p> <p>(ii) Four-seater accommodation for emergency with two attached bath & toilet with all necessary furnishings: 1 no.</p> <p>(d) Recreation room with satellite TV and other standard amenities to be provided at site and camp.</p> <p>(e) Laundry unit with attendant service as per standard international practice at site and at camp.</p> <p>(f) The Contractor shall bring light and easily transportable dwelling units for camp establishment. Contractor may hire Hotel/individual house for Base camp.</p> <p>(g) All units including those to be used as office and accommodation shall be fully furnished and air conditioned with proper lighting arrangements. The dimensional sketches of all units are to be provided with the bid. Disposal of any effluents from toilets/kitchen etc. will be the responsibility of the Contractor. The Contractor shall be solely responsible for keeping the entire camp area and well site neat, clean and hygienic.</p> <p>(h) About 15 m x 15 m of area is to be demarcated for placement of above living bunk houses for OIL's personnel. The area is to be properly leveled with suitable drainage system, fenced (with XPM / barbed wire fencing) and well protected with Iron Gate.</p> <p>(i) Cooking may not be allowed in all well sites. Contractor will have to arrange for providing food at well site in such instances.</p>
8.29 Electrical/ Lighting	<p>Sufficient lighting to permit 24 hours of operation. Lighting specifications will meet the regulatory requirements including explosion proofing for hazardous locations in the Contract Area.</p> <p>(a) Generation and supply of electrical power for</p>

	<p>running the entire operation and for various uses in the camp and well site shall be done by the Contractor. Provision shall be made for standby generators both at camp & well site to ensure uninterrupted supply of electricity. The Contractor must provide facility for running all electrical equipment of OIL & their own both at 50Hz and 60Hz capacity wherever they are applicable.</p> <p>(b) The neutral system should be such that, the fault current shall not be more than 750mA in installations of voltage exceeding 250V and up to 1100V for oil fields. The magnitude of the earth fault current shall be limited to the above value by employing suitable designed restricted neutral system of power supply. [CEA (Measures relating to safety and electric supply) Regulations, 2010; Regulation no.100]. NGR system shall be complete with monitoring and alarm facility for earth fault current as well as failure of NGR.</p> <p>(c) Each outgoing feeder for motor, lighting etc. shall be provided with earth leakage protective device so as to disconnect the supply instantly at the occurrence of earth fault or leakage of current. [CEA (Measures relating to safety and electric supply) Regulation,2010; Regulation no.42].</p> <p>(d) Power supply to the lighting circuit shall be from phase-to-phase, 230volt, 50Hz (or 60 Hz). [CEA (Measures relating to safety and electric supply) Regulation,2010; Regulation no.102].</p> <p>(e) For Lighting transformer, neutral conductor of 3-phase, 4 wire systems and the middle conductor of a 2 phase 3 wire system shall be earthed by not less than two separate and distinct connections with a minimum of two different earth electrodes or such large number as may be necessary to bring down the earth resistance of neutral to a satisfactory value. [CEA (Measures relating to safety and electric supply) Regulation,2010; Regulation no.41].</p> <p>(f) Lighting system shall include adequate lighting arrangement for mast, rig floor, mud tanks, water tanks, area lights etc. and shall be complete with</p>
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	<p>proper fixing arrangements, poles etc. FLP type enclosures shall be used for lights installed in hazardous area and these light fittings shall be as per OMR-2017.</p> <p>(g) All electrical equipment such as motors, cables, light fittings, push button stations, plug & sockets, junction boxes, motor starters etc. installed in hazardous area shall be as per OMR-2017 and have approval for use in oilfields. (Oil Mines Regulations 1984; Regulation nos. 73 & 75).</p> <p>(h) The metallic frame/body/enclosure of every electrical equipment (viz. generators, transformers, motors, PBS, starters, junction boxes etc.), PCR, Diesel tanks, Mud tanks, Mast, bunk houses etc. shall be earthed by two separate and distinct connection with earth. [CEA (Measures relating to safety and electric supply) Regulation,2010; Regulation no.41].</p> <p>(i) Double compression FLP cable glands shall be used at cable terminations in hazardous areas.</p> <p>(j) Cables shall be laid properly, supported by cable trays/metallic poles to prevent from any mechanical damage/injury.</p> <p>(k) Insulating mats conforming to IS-15652:2006, of appropriate voltage shall be provided in front of every electrical panel for the safety of operating personnel. [CEA (Measures relating to safety and electric supply) Regulation,2010; Regulation no.19].</p> <p>(l) Danger boards/notices, with a sign of skull & bones designed as per IS-2551, shall be fixed on the enclosure of each electrical equipment viz. motors, generators, transformers, starters etc. [CEA (Measures relating to safety and electric supply) Regulation,2010; Regulation no.18].</p> <p>(m) Intrinsically safe type Insulation tester shall be used for measurement of IR value of equipment installed in hazardous area. [CEA (Measures relating to safety and electric supply) Regulation,2010; Regulation no.110].</p>
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	<p>(n) Aviation warning lights shall be provided at the top of the Rig mast as per standard practices and IAF requirements.</p> <p>(i) Night aviation warning lights are to be fitted at the top of the mast. These lights shall be operational at all times from the moment the mast is raised and until the mast is finally lowered irrespective of well operation. As per IAF requirements, specifications for the above lights are – Color of light: Red (Fixed), Light intensity: 10cd.</p> <p>(ii) One Daylight flasher type aviation warning light is to be fitted at the top of the mast in addition to red aviation warning lights. This light is to be used during day time when the drilling location is situated within flying zone near IAF airfields. As per IAF requirements, specifications for the above light are – Color of light: White (Flashing), Light intensity: 20000cd, Flashes per minute: 20-60 flashes per minute</p> <p>(o) The bidder shall furnish the following along with the offer:</p> <p>(i) Single line power flow diagram of the rig.</p> <p>(ii) A Plan layout of electrical equipment used in the rig.</p> <p>(iii) A layout of the earthing system including earthing of diesel tanks, PCR, motors, starters, alternators & any other electrical equipment used for the purpose.</p> <p>(iv) Details of all electrical equipment used in the rig as per the format given in Annexure-III.</p> <p>(v) Details of all cables, light fittings, PBS, motor starters etc. used in the rig as per the format given in Annexure-IV.</p> <p>(p) Electrician's Tool Kit along with FLP torch, Multimeter, Earth Tester, line tester, rubber insulated gloves (of appropriate voltage grade), ladder etc. shall be provided for electrical jobs.</p>
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	<p>(q) COMMISSIONING REPORT & STATUTORY RECORDS: Following records shall be maintained at site:</p> <p>(i) Commissioning records containing specifications & Insulation resistance (IR value) of all motors, generators, cables, distribution board, transformer etc. (in each rig up and monthly).</p> <p>(ii) Earth resistance of all electrodes (in each rig up and monthly).</p> <p>(iii) Test record of ELR (monthly).</p> <p>(iv) Maintenance of FLP equipment (yearly).</p> <p>(v) Electrical Log sheet (daily).</p> <p>(vi) Schedule – XIII (daily) [CEA (Measures relating to safety and electric supply) Regulation, 2010; Regulation no.115]</p> <p>(r) Following documents shall be displayed conspicuously:</p> <p>(i) Single line power flow diagram of the rig.</p> <p>(ii) Earthing layout of electrical equipment.</p> <p>(iii) Plan layout of electrical equipment used in the rig.</p> <p>(iv) Electrical Shock-treatment chart.</p> <p>(s) Electrical job precautions shall be adopted in the oil field as specified in the CEA (Measures relating to safety and electric supply) Regulation, 2010 and Oil Mines Regulations, 1984.</p>
8.30 Safety	<p>(a) Sufficient safety equipment, required to meet the regulatory requirements, including but not limited to windsocks for wind detection, personal protective equipment (PPE) for all of Contractor's personnel.</p> <p>(b) Contractor shall provide all necessary firefighting and safety equipment as per laid down practice as specified under OISD - STD -189 and OMR-2017.</p>

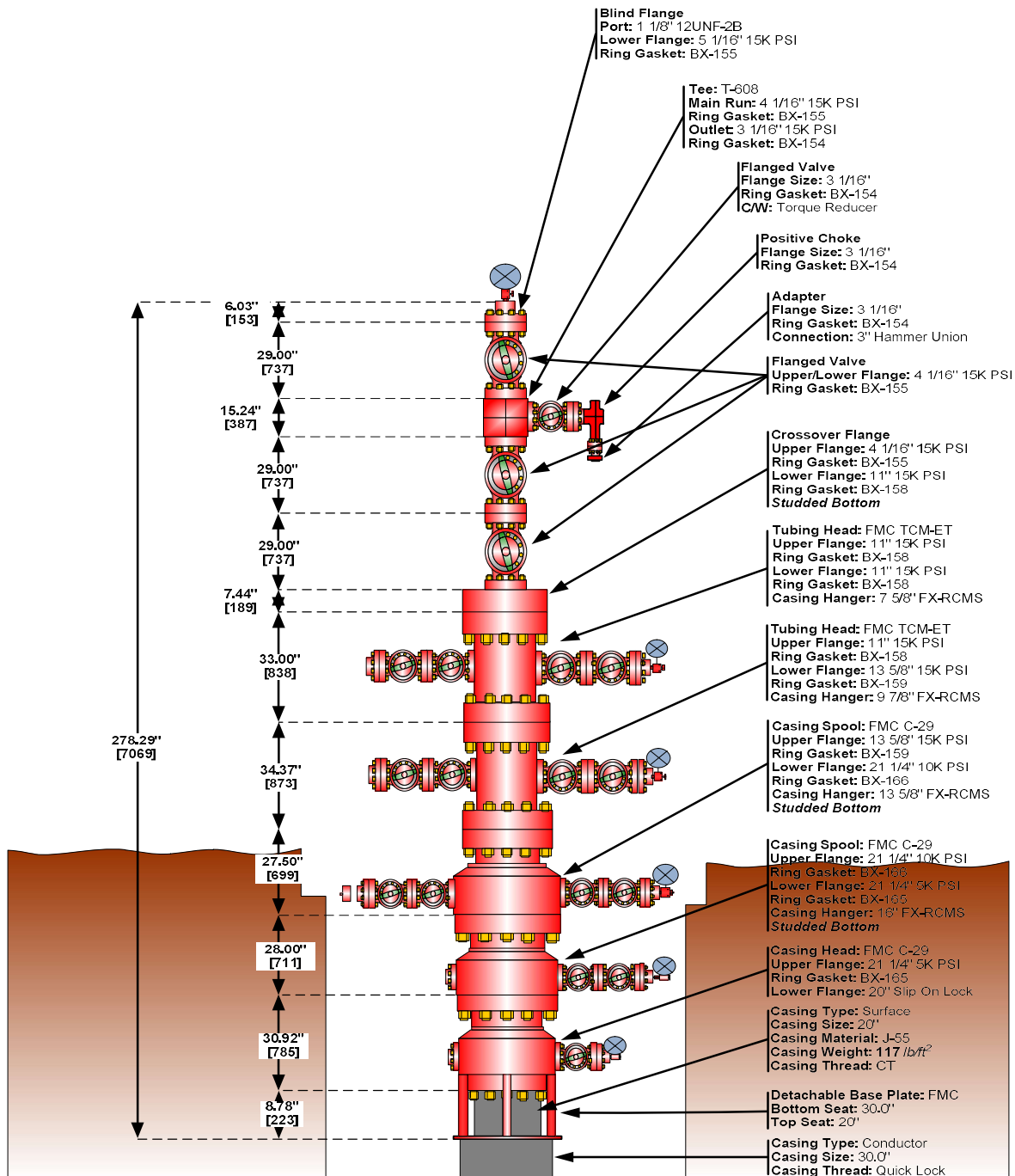
	<p>(c) All of Contractor's equipment & practices should comply with:</p> <p>(i) Central Electricity Authority (Measures relating to Safety and Electric Supply) Regulations, 2010.</p> <p>(ii) Oil Mines Regulations, 2017 with latest amendments.</p> <p>(iii) Directives from Directorate General of Mines Safety.</p> <p>(d) Contractor to have necessary firefighting equipment, extinguishers, tools etc. at camp site as per International standard and Indian Mines regulations.</p> <p>(e) Sound proof, weather proof and environment friendly enclosures for engines conforming to the norms of CPCB (Central Pollution Control Board, India) and latest guidelines of Environment Protection Act, 1986 (India). (75 dBA at 1 meter from source).</p>
8.31 Miscellaneous items	<p>(a) Circulating heads for supplied sizes of drill pipes.</p> <p>(b) Riser and flow nipple.</p> <p>(c) Drill pipes shut in valve for supplied sizes of drill pipes.</p> <p>(d) Welding Machine and Cutting set: Diesel powered electric welding generator capable to generate welding current at 480 Hz with Constant Current characteristics with all associated welding and cutting apparatus, Oxy-acetylene cutting equipment with flash back arrestor, brazing etc. Engine shall be fitted with spark arrestor. All consumables shall be supplied by the Contractor.</p>
8.32 Fire Pump at rig site	<p>Suitable Fire Fighting & safety equipment as required for Oil well Drilling/testing as per Mines Act of India/OISD std 189.</p> <p>(a) 1 No 1800 LPM capacity trailer fire pump with 50/40 KL static water tank having minimum 108 cu.m/hr flow rate, 100 psi with all accessories (suction hose, delivery hose, Triple purpose branch, nozzle, and tools.).</p> <p>(b) Centrifugal Fire pump either diesel driven or</p>

	<p>electric driven with capacity of not less than 500 cu.m/hr with quick starting type, 12 kg/cm² pressure.</p> <p>(c) Two nos. of water cum foam monitor should have cable water spray and/or fog coverage or triple purpose type with capacity of 2400 LPM.</p>
Miscellaneous Services	
8.33 Civil Engineering works	<p>All Civil Engineering jobs associated with maintenance of existing approach road, well-site plinth, rig foundation (with cellar) etc. will be the Company's sole responsibility. However, the bidder shall submit the following along with their bid in order to assess the quantum of civil engineering works required:</p> <p>(a) Rig layout drawing clearly indicating road over plinth / hard standing area, rig foundation area, lay out of mud pump foundation, PCR, Power Pack, Diesel tank area etc.</p> <p>(b) Substructure foundation design and detailed working drawing.</p> <p>(c) Maximum Cellar dimension which can be accommodated within the sub base.</p> <p>(d) Structural configuration and load distribution of the rig package /equipment.</p> <p>(e) Detailed design and working drawing of any other equipment requiring cement/concrete foundation.</p> <p>(f) All approach roads to well site and hard standing of well sites will be made from available construction materials without any black topping whatsoever as per prevailing practice.</p> <p>(g) All grouting required for anchoring guy post/any wire line (if required), delivery/other lines etc. including supply of civil-materials for such jobs will be responsibility of OIL.</p> <p>NOTE:</p> <p>(i) All approach roads to well site and hard standing of well sites will be made from gravel & WBM locally</p>

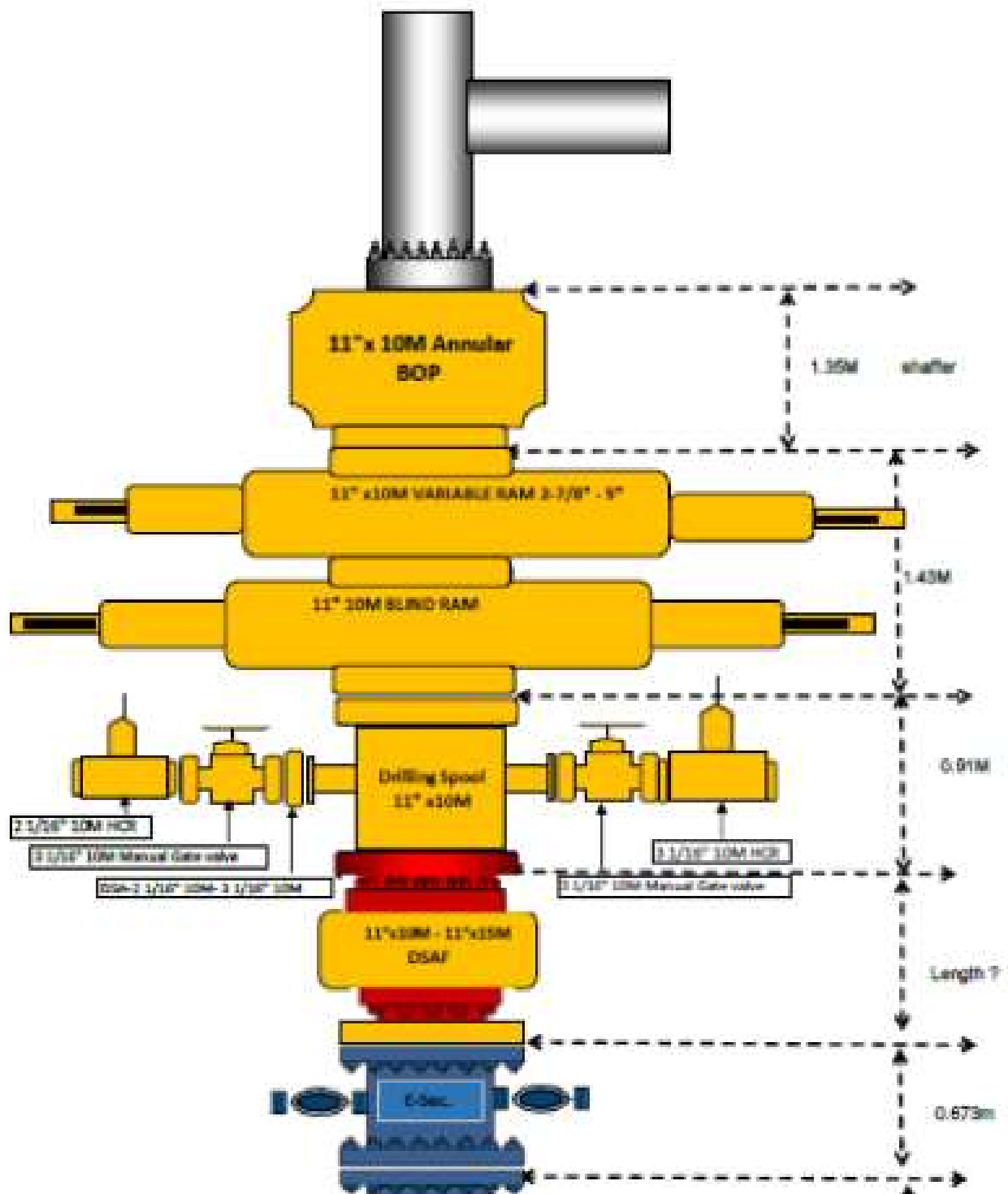
	<p>available without/with any black topping whatsoever as per prevailing practice.</p> <p>(ii) It is Contractor's responsibility to arrange for the central base camp. OIL will not be in any way responsible for setting up of base camp.</p> <p>(iii) The Civil materials required for base camp maintenance shall be supplied & arranged by the Contractor.</p> <p>(iv) Maintenance of approach roads to well sites, well plinth shall be the Company's responsibility while maintenance of base camp site shall be Contractor's responsibility. Civil materials (sand, brickbat, boulders etc.) required for well plinth maintenance shall be supplied & arranged by the Company (OIL).</p>
8.34 Well Logging services	All logging requirements as depicted in the well permanent abandonment programme will be met by third party service provider hired by OIL. Contractor to provide necessary assistance to the Logging Service Provider, as required.
8.35 Catering Services	<p>(a) A suitable catering service serving Indian and continental food to the Contractor's personnel and 10 nos. of OIL designated personnel shall be made available during the entire contractual period by the Contractor. The Contractor shall also provide catering service to all third-party service providers under their purview.</p> <p>(b) CHARGE FOR FOOD: Charges for food for each additional Company's or Company designated persons shall be paid per meal to be computed on the basis of individual meals.</p>
8.36 Security Services	Contractor shall be wholly responsible for complete Security of their personnel, their Rig packages, Base Camp, during ILM, operation, transit etc. and arrange suitable, complete and best Security services accordingly on round the clock basis for their personnel and equipment as well as the equipment & other materials of OIL & OIL's third party service providers at well sites throughout the tenure of the contract. All security related issues shall be dealt by the Contractor on their own including dealing with Government agencies. Company will provide suitable fencing with security gate at all the well sites. However, the security fencing at camp sites will be Contractor's responsibility. Company in no case will be involved in security related issues,

	relating to Contractor's personnel and material. Contractor shall also be responsible for the safety and security of Company's or Company's third party personnel/ equipment/tools/materials etc. in the well site and camp site and shall provide best security services to them during the tenure of the contract.
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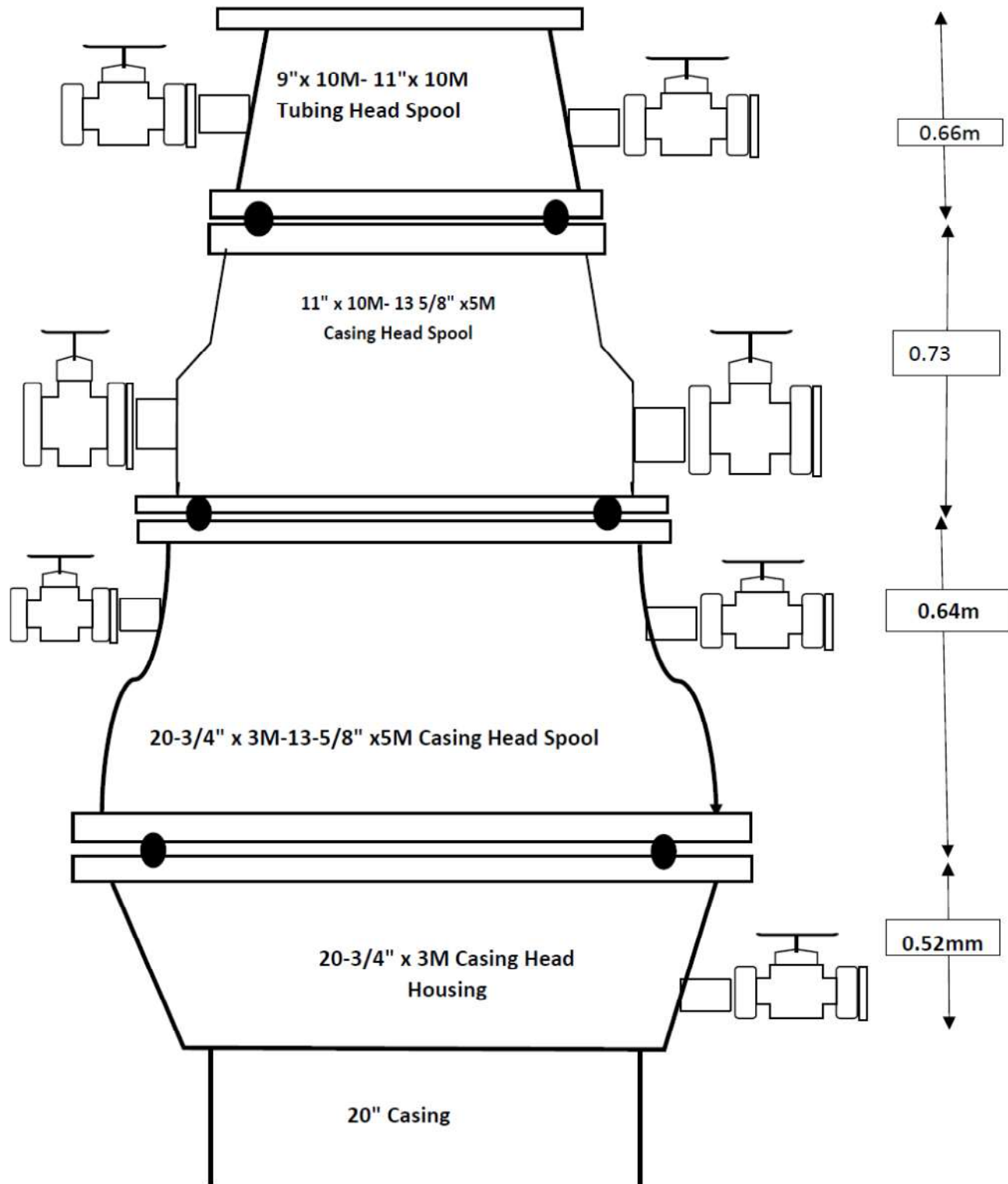
IMPORTANT NOTE: It is to be noted that the transportation of the rig package from one location to another might have to be done in such a way that overall weight of a single consignment should not exceed 30 MT including the weight of the carrier/trailer.



10M BOP stack



10M completion Well Head



9.0 OFFERED RIG DETAILS (TO BE FILLED IN BY BIDDER):

1. Contractor : _____
2. Rig Name : _____
3. Type & Design : _____
4. Date of construction: _____
5. Drill Unit: Bidder to confirm categorically that all the offered equipment is compatible with the depth rating of the Rig.
 - i. Depth rating of Rig _____ Basis _____
 - ii. Hoisting equipment _____
 - iii. Mast (derrick) Mfgr. _____ size _____
Load capacity (Ton) _____ Racking capacity _____
Last Inspection _____ by _____
 - iv. Draw works : Mfgr. _____ Model _____
Power _____
 - v. Hydraulic cat head unit : Mfgr. _____ Model _____
 - vi. Crown Block Mfgr. _____ Model _____ Capacity _____
 - vii. Travelling Block Mfgr. _____ Model _____ Capacity _____
 - viii. Hook: Mfgr. _____ Model _____ Capacity _____
6. Drill Collars/Drill Pipe/Tubing Elevators:
 - i) Size _____ Mfgr. _____ Model _____ Capacity _____
Last inspection _____ by _____
 - ii) Size _____ Mfgr. _____ Model _____ Capacity _____
Last inspection _____ by _____
 - iii) Size _____ Mfgr. _____ Model _____ Capacity _____
Last inspection _____ by _____
7. Elevator links:
 - i. Size _____ Mfgr. _____ Model _____ Capacity _____
Last inspection _____ by _____
 - ii. Size _____ Mfgr. _____ Model _____ Capacity _____
Last inspection _____ by _____
8. Pipe rack:
 - a.-----
 - b.-----
- 9 Drilling line size and type _____

10. Rotating equipment:

a) Rotary table

Mfgr. _____ Model _____ size _____
Power _____

b) Top Drive

Mfgr. _____ Model _____ Rated load _____

c) Kelly cock (Upper & Lower)

Mfgr _____ Size _____ Rating _____
Mfgr _____ Size _____ Rating _____

11. Instrumentation (list drilling recorders etc. installed)

Weight Indicator : Make _____, Model _____
Mud Gauge Assembly : Make _____, Model _____
Tong Torque Indicating system: Make _____, Model _____
Top Drive RPM : Make _____, Model _____
Top Drive Torque : Make _____, Model _____
Mud Pump SPM / Techo _____
Meter system : Make _____, Model _____
Pit Volume Totalizer : Make _____, Model _____
Pit Volume Indicator : Make _____, Model _____
Mud Flow Fill : Make _____, Model _____

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

12. Circulating System:

a) Pumps

1. Mud Pumps

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

b) Details of Pulsation Dampener: Details to be provided by bidder

c) Details of Super Charger Pumps: Details to be provided by bidder

2. a) Kill Pump

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

b) Rotary hose: Nos.____ Size ____Length____ Pressure Rating ____

c) Fluid Storage Tanks:

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

d) Trip Tank:

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

Capacity (bbl)

Centrifugal pump details

e) Slug Pit:

Capacity (bbl)

Centrifugal pump details

f) Chemical Mixing Tanks:

Capacity (bbl)

Centrifugal pump details

g) Water Tank:

Capacity (bbl)

h) Fuel Tank:

Capacity (bbl)

i) Brine Storage Tank:

Capacity (bbl)

13. Mud Mixing Equipment:

LP Hoppers Qty.: _____ Size _____

14. Pit level indicators:

Pumps: Qty.: _____ Make / Model _____

14. Flow indicator:

15. Degasser: Mfgr. _____ Model _____ Capacity _____

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

17. Choke / Kill manifold: Size _____ Rating _____

18. Chokes:

i. Type _____ Rating _____

ii. Type _____ Rating _____

iii. Type _____ Rating _____

iv. Type _____ Rating _____

19. **Blow out preventer stack:**

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

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

21. Kill & Choke Valves (main Stack):

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

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

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

23. X over spools for BOPs to match well head:

- a)
- b)
- c)
- d)

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

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

26. (a) BOP Control system

Manufacturer:

No. of Accumulator Bottles_____ Mfgr._____ Type_____

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

Total volume to open and close all preventors

Operating Pressure_____ Total Volume_____ Surplus Volume____%

(b) BOP Remote Control Panel Location:

Drill Floor._____ Tool Pusher officer_____ Other Location_____

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

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

27. BOP testing equipment & tools: -

28. TUBULAR GOODS:

A) Drill Pipe

Amount_____ Size OD_____ ID_____ weight ppf_____

Grade_____ Condition _____ Range_____

Tool Joint_____ Size and Weight_____

B) Heavy – Weight drill pipe

- i) Amount _____ Size OD _____ ID _____ weight ppf _____
Grade _____ Condition _____ Range _____
Tool Joint _____ Size and Weight _____

C) Drill collars

- i) Amount _____ Size: OD _____ ID _____ weight ppf _____
Length _____ Spiral _____ Connection _____ Condition _____

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

29. List of pup joints: _____

30. Lifting Subs: _____

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

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

32. Bit Subs: _____

33. Bit Breakers: _____

34. HANDLING TOOLS (provide details of each tool)

Tongs: _____

Slips: _____

Safety Clamps: _____

Pneumatic / Hydraulic Drill Pipe Spinning Wrench: _____

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

- 35. i) Welding Gen-sets, Gas Cutters, Torches and accessories.
ii) All other miscellaneous equipment required for Rig and well testing service
- 36. Rig shall be equipped with Detection equipment to detect Combustible & sour gases, fire safety equipment as per international practices. Confirmation required.
- 37. Ventilation and Air-conditioning System
- 38. GENERAL INFORMATION (if any)
- 39. Any other equipment: Please provide details.
- 40. Fishing Tools: Please provide detail list indicating make, model, size etc.

10.0 CEMENTING SERVICES:

The Contractor to provide one (01) set of Cementing Services with Tools/ Equipment/Cement/Chemical/Additives along with Manpower for carrying out of cement plug jobs inside casing of different sizes as wells as squeeze jobs in casing annulus at different depths in accordance with the Well Permanent Abandonment Program to be furnished by the Company before commencement of the operations which may be amended from time to time by reasonable modification as deemed fit by the Company. The Contractor shall provide their service as detailed below.

10.1 SCOPE OF WORK: The scope of work involved and equipment required is furnished below.

(a) The Contractor under this contract shall provide Cementing Services required for cement plug jobs and cement squeeze jobs along with batch mixer, cement and cement additives.

(b) The Contractor shall be responsible to plan, design of cement slurry, pre-flush (if any), spacer and pumping rate etc & execute the cement jobs as per the plan approved by the Company with an objective to provide quality cementation job. The Contractor is required to provide services described here in but not limited to under noted activity:

- (i) To provide Slurry Design and Cementing Programme.
- (ii) To carry out Plug jobs through drill pipe/tubing.
- (iii) To carry out Casing integrity Test.

- (iv) To maintain and service all equipment belonging to Contractor and thus avoid downtime.
- (v) To carry out relevant API and other tests on cement and additives in the Contractor's laboratory.
- (vii) To perform squeeze job.
- (viii) To supply entire consignment of G class cement & additives (Approximate requirement are shown in Clause no. 10.5).
- (ix) Cement samples, well site water samples to be collected by the Contractor for sending to Contractor's Laboratory for testing.
- (c) The Contractor has to supply the whole package of cement additives from a single source either directly or through tie-up from any one of the following four internationally reputed cement additive supply companies:
 - (i) M/s. Halliburton
 - (ii) M/s BJ Services / M/s Baker Hughes Singapore PTE
 - (iii) M/s Schlumberger Co.
 - (iv) M/s. Weatherford
- (d) Quality packaging of cement/chemicals/additives should be according to the relevant API and OCMA specifications. The Contractor should provide a list of complying standards.
- (e) The Contractor shall maintain the log of operations to include cementing operation in progress, time break-up, density measurement, mixing rate, volume of fluid pumped, pumping pressure during cement pumping & displacement, displacement rate, quantity of cement, additives & mechanical aids used. All specific events occurring throughout the cementation job should be recorded along with other relevant points for post job analysis.
- (f) The Contractor shall be responsible for providing a complete job report comprising of slurry design, computer aided programme, job execution parameter, complications if any, complete post job analysis & material consumption report.

10.2 SPECIFICATIONS OF EQUIPMENT: Contractor shall provide all equipment necessary to carry out the jobs specified in the Scope of Work above and described elsewhere herein. The list of equipment and materials may contain such backups that may be necessary to avoid disruptions.

(a) BATCH MIXER: 1 no.

Twin Pod 100 bbls capacity cement batch mixer with re-circulating/jet mixing system agitator and Recirculation/Boost Centrifugal Pump. The batch mixer should be complete with all standard equipment, gadgets, pipe fittings etc for preparing cement slurries as desired by company and feeding prepared cement slurries to the pumping unit.

(b) PUMPING UNIT: 1 no.

(i) Contractor to provide one suitable capacity pump with necessary accessories & fittings for cement squeeze & plug jobs. **If required, the same pump may be used for well killing operation also.**

(ii) The broad specification of the pump shall be – Diesel Engine (250 - 300 HP Capacity) driven, skid-mounted, preferably turbocharged Triplex Plunger Pump of minimum 10,000 psi rated capacity and capable of pumping maximum 160 gal/min.

(iii) The Engine (Prime Mover) should be fitted with spark arrestor.

(iv) The pump should be equipped with all the accessories such as re-adjustable safety valve, pressure gauge, bleed-off valve with manifold etc. mounted on the pump.

(c) SURFACE FITTINGS [TOOLS / EQUIPMENT]:

The Contractor shall provide all the surface equipment/accessories/spares to carry out the cementing jobs as per the well cementation program and not limited to as under:

(i) 2" minimum, 10,000 PSI high pressure line with necessary adaptors/connectors (2" Chicksan loops) to connect pumping unit to circulating/cementing head at derrick floor. The length of the Chicksan should be as per industry standards with a cumulative length of minimum 200 feet.

(ii) Surface fittings for connecting Rig facility with the Batch Mixer (Line between Gauging Water tank and Batch Mixer).

10.3 VINTAGE OF TOOLS / EQUIPMENT:

(a) The age of the Surface tools and other equipment supplied by the Contractor shall not be of more than ten (10) years old as on Technical bid closing date counted from the date of its manufacturing. The Contractor must furnish OEM's certificates/documents in this regard before mobilization.

(b) Bidders must submit a certificate along with their technical bids confirming the vintage and certifying that all the Equipment/Tools will be deployed in well maintained and perfect working condition.

10.4 CONSUMABLES:

(a) Oil well Cement and various cement additives for cementation shall be delivered by the Contractor in well site. The Company shall reimburse the cost of consumables at actual to the Contractor against submission of documentary evidences on actual consumption basis. However, the Contractor is required to stock sufficient quantity of cement & additives at site for any eventuality. The Company shall not buy back any leftover cement & additives under any circumstances after completion of the wells. Oil well API, Class 'G' cement should be used.

(b) Diesel for Contractor's Unit shall be arranged by the Contractor.

(c) Contractor shall supply the Oil well Cement and various cement additives in staggered manner depending on well requirement in lots as per OIL's well requirement.

(d) Payment for Oil well Cement and various cement additives will be made as per actual consumption on monthly basis.

(e) Oil well Cement and various cement additives supplied by the Contractor shall confirm to international packaging standard and shall have shelf life of minimum one year from the date it reaches the well site. Cement and all additives in sacks/drum shall be handled in proper pallets/container for safe & smooth transportation.

Note:

(i) Contractor must provide the published price list for complete cementing chemicals and additives. Company may procure any such additional items if operational requirement arises.

10.5 CEMENT AND ADDITIVES VOLUME:

(a) Estimated Quantity of Cement & Cement additives (5 Wells):

Cement and Additives	UOM	Total Quantity	Rounding of Total Quantity
NS Class G Cement	MT	69.08	70.00
Defoamer	Gal	9.87	10.00
Low Temperature Fluid loss controller	KG	415	420
High Temperature Fluid loss controller	KG	200	200
Cement friction reducer	KG	415	420
Low Temperature Retarder	KG	138	150
High Temperature Retarder	KG	60	60
Gas Block additives	KG	1200	1200
Anti-Settling Agent	Gal	14	15
Silica	MT	10	10
Spacer additives	KG/KL	1000	1000
Surfactant	KG	500	500

10.6 REPORTING:

(a) General: Contractor shall comply with the following reporting requirements as a minimum. Contractor shall also provide additional reports to the Company Representative as may reasonably be requested during the Work.

(b) Materials Inventory: An up-to-date inventory of cement and all additives held on stock should be provided to Company on weekly and as used basis. Such an inventory can never fall below a pre-determined critical level. A weekly report shall be submitted to the Company Representative at well site.

(c) Job Report: Report of an acceptable standard shall be submitted, on a job basis to the Company Representative at well site as well as to OIL's office at Kakinada.

11.0 MUD ENGINEERING SERVICES:

The Contractor to provide Drilling Fluid (Mud) Engineering Services with Mud Chemicals/Mud Additives along with Manpower for well killing/well abandonment operations. The Contractor shall provide their service as detailed below:

11.1 DRILLING FLUID ENGINEERING SERVICES:

- (a) Contractor shall provide drilling fluid personnel and services for carrying out mud preparation and maintenance during well killing and well abandonment by using the rig equipment and in accordance with the Well Permanent Abandonment Program to be furnished by the Company before commencement of the operations which may be amended from time to time by reasonable modification as deemed fit by the Company.
- (b) The Contractor shall provide mud engineering services by employing mud engineer on the rig on round the clock basis.

11.2 DRILLING FLUID PREPARATION:

Contractor shall prepare kill mud of approximately 1000-2000 bbls required for killing of the wells, which will be taken up for abandonment, using the chemicals mentioned under Clause 11.9, with required mud weight and maintaining mud rheology as per the kill mud requirement in respective wells.

11.3 DRILLING FLUID MANAGEMENT SERVICES:

- (a) Inventory control at the well site.
- (b) Contractor shall provide actual delivery verification of chemicals and additives brought to well site.
- (c) The Contractor shall provide complete mud hydraulics during cement cleaning in the wells.
- (d) Contractor shall provide well abandonment report after completion of well abandonment on each well within 10 days of completion of well abandonment with full details of complications encountered and remedial measures undertaken to mitigate the complications.

11.4 DRILLING FLUID MATERIAL AND ADDITIVE SUPPLY:

- (a) The Contractor shall provide the mud chemicals and mud additives mentioned under Clause Number 11.9 of this bid document.
- (b) Contractor shall ensure the requisite quantity of chemicals and additives shall be made available at well site to allow for smooth and uninterrupted operations.
- (c) Contractor shall provide the complete chemical product data including the brand name and manufacturer's name of the chemical, specifications of the chemical and Material Safety Data Sheets (MSDS) in respect of all the

chemicals proposed to be used in kill mud preparation and maintenance during well abandonment.

(d) The chemicals shall be in original packing of the manufacturer. The packing of the chemicals shall be sea worthy, in bags of 25 Kgs/50 Kgs and in drums of not more than 208 Liters capacity which shall withstand the rigorous handling during transportation. Chemicals susceptible to moisture shall be packed in moisture proof multiwalled paper bags with polythene lining. Each pallet shall have clearly legible identification marks including the name of the chemical, name and address of the manufacturer and date of manufacturing. All chemicals/drums shall be delivered to site with safe and smooth transportation.

Barite: OIL has preserved approximately 15 Tons barite for well emergency purpose in past well operation. For raising mud weight, OIL desires to use all these barites, which will be delivered to well site by OIL.

(e) Contractor shall be responsible for replacing the chemicals received in torn packing or broken drums if found at rig site.

(f) Contractor shall arrange/provide drill water and potable water for mud preparation, laboratory use and maintenance purpose.

(g) Contractor shall deliver all chemicals, packed in water proof bags/pallets ready for use at well site as per requirement.

11.5 SAFETY AND ENVIRONMENT:

(a) Contractor is required to perform work so as to minimize the generation of hazardous waste to the extent technically feasible.

(b) The hazardous waste generated from well abandonment job pertaining to Mud and mud chemicals is the responsibility of Contractor for disposal. Contractor to maintain a logbook wherein waste generated for the mud systems is recorded.

11.6 LEFTOVER CHEMICALS AND ADDITIVES:

(a) At the end of the well abandonment in all the wells, Contractor shall lift the unused/*leftover chemicals from the well site within 7 days with an intimation about the same.

(b) Contractor shall transport back all unused/leftover chemicals from the rig site to the next location or to Contractor's facility at its cost and arrangement.

(c) It would be the responsibility of the Contractor to dispose of all empty barrels/bags/carboys/chemical bags and used mud at the end of well abandonment.

“NOTE”: As Barite is being taken in to Silos after cutting the bags, Barite will not fall under the category of left-over chemicals. The density of barite should not be less than 4.10gm/cc.

11.7 GENERALISED DRILLING FLUID FORMULATION:

(a) **COMPOSITION OF DRILLING FLUID:** The basic Composition of drilling fluids will be consisting of Bentonite, Caustic soda, Soda Ash, Guar gum, Barytes, PAC-L, PAC-R, Dispersant, XC Polymer and Biocide. The mud weight will be decided as per individual well programme. The properties of drilling fluid will typically be having MF Viscosity: 45-55 Sec/Quart, pH: 8.5 – 9.0, Fluid loss: Not applicable; PV – as low as possible in a range of 12-22, YP: 20 -40 lbs/100sq ft, solid as low as possible <5% and Gels 8-12lbs/100sq ft.

NOTE:

(1) The Drilling Fluid parameters are only indicative and shall be maintained as per requirement.

(2) Contractor shall also indicate treatment for cement contaminated mud and any other drilling fluid related problems.

(3) Minimum doses of chemicals if affects the desired parameters, then Contractor can use higher dose to achieve the parameters with permission from Chemist in-charge of OIL.

(4) Lab doses may differ from field application due to nature of operation & drill water quality.

(b) **CONTINGENCY CHEMICALS:** There may be partial to complete mud loss through perforated zone/hydro fractured zone. In view of anticipating mud loss, Contractor is required to maintain generic type lost circulation material (LCM) such as fibrous, granular, flaky and rice husk type material at well site.

11.8 MUD LABORATORY EQUIPMENT ON RIG:

Contractor shall provide a mud laboratory with drilling fluid testing equipment, chemicals/reagents glassware and consumables as mentioned below:

Equipment	Quantity required
Mud Balance	1
Marsh funnel	1
Mud Cups	1
Rotational Viscometer (6 speed variable)	1
Filter Paper– Boxes	1
Hamilton Beach Mixer	1
Hamilton Beach Mixer Cup	1
pH Meter	1
pH strip(packet)	10
Digital Balance.	1
Hydrometers (complete set)	1

11.9 MUD CHEMICALS & MUD ADDITIVES:

(a) Mud Chemicals and Mud Additives shall be delivered by the Contractor in well site. The Company shall reimburse the cost of mud chemicals and mud additives at actual to the Contractor against submission of documentary evidences on actual consumption basis. The Company shall not buy back any leftover mud chemicals and mud additives under any circumstances after completion of the wells.

(c) Contractor shall supply the mud chemicals and mud additives in staggered manner depending on well requirement in lots as per OIL's well requirement.

(d) Payment for mud chemicals and mud additives will be made as per actual consumption on monthly basis.

(e) The estimated quantity of mud chemicals and mud additives for five wells are as given below:

Sl. No	Chemicals	UOM	Total quantity (Tentative)
1	Bentonite	MT	50
2	Barytes	MT	320
3	Caustic soda	KG	1600
4	Guargum	KG	1300
5	CMC (HVG)	KG	3200
6	CMC (LVG)	KG	3200
7	PAC-R	KG	1600
8	XC polymer	KG	3200
9	Resinated lignite	KG	1600
10	Biocide	Liter	1000
11	Defoamer	Liter	350

12	Sodium Bicarbonate (Soda Ash)	KG	650
13	Lime	KG	500
14	Linseed Oil	Liter	1000
15	PAC-SL	KG	1600
16	Corrosion Inhibitor	Liter	500

12.0 BULK HANDLING PLANT SERVICES:

The Contractor to provide services for Bulk Handling Plant (BHP) and Compressor including Tools/Equipment/Spares/manpower etc. for handling Cement & Barites. The Contractor shall provide their service as detailed below.

12.1 SCOPE OF WORK: The scope of work involved and equipment required is furnished below.

- (a) To store/stack Cement bags in godown (at well-site).
- (b) To arrange cutting cement bags and screening cement.
- (c) To blend cement with additives as per Slurry Design in cutting pod/blender.
- (d) To transfer blended cement/neat cement into storage silo through pneumatic means at BHP.
- (e) To deliver blended cement/neat cement from well site Storage Silos to Cementing Unit/surge tank through pneumatic means.
- (f) To run Compressor as per operational requirement.
- (g) To store/stack Barite Bags at well site.
- (h) To store Barite in the Storage Silo through pneumatic means.
- (i) To deliver Barite from the Storage Silo to Barite Hopper in Mud Tank System through pneumatic means.
- (j) To maintain and service all equipment belonging to Contractor and thus to avoid downtime.
- (k) Any other job normally required to be performed by Bulk Handling Plant & Compressor.
- (l) To carry out installation & commissioning of required facility in drilling location.

(m) To dismantle and commission the BHP with accessories at the forward location during inter location move.

12.2 MAINTENANCE OF BULK HANDLING PLANT: To carry out all periodic, predictive, preventive maintenance work as required for smooth running of the Bulk Handling Plant thereby ensuring “no break-down” during actual operation. The required maintenance work is described but not limited to under noted activity:

(a) To inspect filter pads of all the silos and surge tanks for accumulation of cement, any other foreign materials on the exposed surface and arrange to clean these pads periodically either with brushes or through compressed air agitation.

(b) To clean the charge, discharge and vent lines of the silos and surge tanks and remove any hardened cement, barites etc. by blowing compressed air.

(c) Cleaning and disposal of waste accumulation at the plant premises as and when required (but not less than once in every 7 days) to maintain a clean working environment.

(d) To arrange removal of condensed water, moisture in all silos, surge tanks and maintain the system clean and dry.

(e) To check and grease all valves, butterfly valves, flange bolts, threads, etc. in the system as necessary and also check manhole gaskets and Victaulic joint gaskets and all pipe fittings (including connections) for leakage.

(f) To arrange dismantling section by section, the charge/discharge/vent lines and aeration lines, cleaning them thoroughly and reassembling thereafter as and when necessary.

(g) Disposal of all used cement & barite bags and other waste materials in a safe and environmentally acceptable way (compliant to SPCB norms) is the sole responsibility of the Contractor.

12.3 EQUIPMENT: The Contractor shall provide all essential components mentioned below but not limited to the following for making the units fully responsive to Company’s requirements:

Sl No	Description of equipment	Barite BHP at well site	Cement BHP at well site	Remarks
1	Storage silo	1000 cft capacity	1000 cft capacity	
2	Cutting pod with platform	100 cft-1 no	100 cft-1 no	
3	Air Compressor	1 no	1 no	Compressor should be of adequate capacity
4	Weight Blender	-	300 - 500 cft	
5	Surge Tank	50-100 cft x 1nos	-	
6	Dust Collector	1	1	
7	Air Dryer	-	1	
8	Standard accessories including screening unit, interconnecting lines, pipes, hoses, valves/fittings, connections, rock catcher etc as required at the above designated plant/sites.			
9	Contractor is required to maintain adequate spares & consumables for providing uninterrupted service.			

NOTE:

(1) The Contractor shall maintain adequate stock of spares proactively to operate the equipment through the committed work program.

(2) The Contractor is required to provide a complete lay out/schematic diagram of BHP clearly identifying each and every component.

12.4 VINTAGE OF EQUIPMENT: The age of the equipment supplied by the Bidder shall not be of more than 10 (ten) years old as on Technical bid closing date counted from the date of its manufacturing. The Bidder must furnish certificates/documents in this regard in support, along with the technical bid or before mobilization.

12.5 RECORD KEEPING & REPORTING: The Contractor will keep records of all the materials (cement, additives, and barytes) received, handled and delivered. The Contractor should submit a daily morning report to the Company representative indicating inventory of all bulk materials along with other important information.

13.0 TRANSPORTATION SERVICES:

13.1 OIL'S RESPONSIBILITY

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

13.2 CONTRACTOR'S RESPONSIBILITY

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

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

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

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

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

(iii) Minimum 1 no. of Diesel Hydraulic, Truck mounted, Telescoping Boom mobile crane of 50 Tonne minimum capacity & 1 no. of forklift of 5 tonne capacity to be made available at all times at well Site.

(d) During Inter-location Movement, any left-out consumables including

but not limited to, well head, tubing or any kind of tubular, bits, chemicals, Barites, bentonite, cement & additives etc. shall be collected, loaded, unloaded, stored, handled, transported between locations by the Contractor or as directed by OIL.

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

14.0 WELL KILLING:

The primary responsibility of well killing and all related operations shall lie with OIL. OIL shall provide man, material and fire service for this purpose. OIL shall render help in civil administration when such a situation arises. Competency of the Contractor's well killing operation shall be decided by OIL. Based on this, OIL reserves the right to bring in external experts. The resultant cost thereof shall be borne by the Contractor, in the event that the blow out occurred due to negligence of the Contractor.

15.0 CONTRACTOR'S PERSONNEL TO BE DEPLOYED:

15.1 PERSONNEL GENERAL

It is the responsibility of Contractor to ensure that Personnel requirements in accordance with the Indian regulations in the Work Area are met. The Contractor shall provide the crew, adequately trained to be able to perform all aspects of the Work required in an efficient, competent, and safe manner at all times, bearing in mind crew changes and contingency for accident/sickness all in accordance with **Table I** - Contractor's Personnel. Undertaking from Contractor's Personnel shall be submitted as per Annexure-V at the time of commencement of service.

15.2 PERSONNEL SPECIFIC

(a) Contractor shall furnish the number and classifications of personnel as per **Table I** – Contractor's Personnel to operate the Equipment and perform the Services as described in Scope of Work mentioned above.

(b) Contractor shall identify personnel requirements to run the Operating Base. Contractor shall have a Rig Manager/Superintendent at the Operating Base as further described below. Rig Manager/Superintendent will have to liaise with OIL's base office from time to time for operational and administrative matters.

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

15.3 PERSONNEL REQUIREMENTS

(a) **RIG MANAGER/RIG SUPERINTENDENT:**

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

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

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

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

(b) **TOOL PUSHER:**

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

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

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

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

(c) **TOUR PUSHER/NIGHT TOOL PUSHER:**

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

(ii) Must possess valid well control certificate (Rotary drilling, surface BOP stack), IWCF Supervisor's Level (level-4) / IADC Well Cap at appropriate level

and shall be conversant with well control methods to take independent decisions in case of well emergencies.

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

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

(d) **DRILLER:**

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

(ii) Must possess valid well control certificate (Rotary drilling, surface BOP stack), IWCF Driller's Level (Level-3) / IADC Well Cap at appropriate level and shall be conversant with well control methods to take independent decisions in case of well emergencies.

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

(iv) Qualification and Experience: Minimum 5-years in Drilling, out of which at-least 3 (three) years as Shift in-charge/Driller.

(e) **ASSISTANT DRILLER:**

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

(ii) Shall have idea about well control methods to take decisions in case of well emergencies.

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

(iv) Experience: Minimum 5 years of experience as part of a drilling crew in drilling oil & gas wells where at-least 3 (three) year experience as Asst. Driller.

Note:

(1) Drilling Superintendent, Tool Pusher, Tour Pusher, Driller, Asst. Driller must have minimum 3 years of experience in their respective position.

(2) All above persons shall be fluent in English.

(f) **DERRICKMAN:**

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

(g) **FLOOR-MAN/ROUGHNECK:**

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

(h) **CHIEF MECHANIC:**

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

(i) **MECHANIC:**

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

(j) **CHIEF ELECTRICIAN/ELECTRICAL SUPERVISOR:**

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

(k) **ELECTRICIAN:**

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

NOTE:

(1) Chief Electrician and Electrician shall hold valid Electrical

Supervisor's Certificate of Competency, covering mining installation.

(2) Prior approval from OIL should be obtained for employment of electrician. Complete bio-data should be forwarded to OIL for scrutiny and approval.

(l) **CEMENTING PERSONNEL:**

(i) The Contractor should assign a Cementing Personnel for this contract who should be competent, qualified (minimum of a valid degree in bachelors in science) and experienced in planning, designing cement slurry and supervising all types of cementing operations. He should have minimum five (05) years overall experience in cementing operations and should be fluent in English (written & spoken).

(ii) The Cementing Personnel should be fully trained to perform all cementing & testing, analysis & interpretation results of tests and take corrective measures in maintaining required features of cement slurry.

(iii) Responsibilities of Cementing Personnel:

(1) To plan, design, and co-ordinate with Company for successfully carrying out all cementation jobs, technical support for all aspects of cementing, pressure testing of associated equipment/tools and shall carry out all connected activities in accordance with the highest standards. He will ensure overall supervision directly by him at site on all cementing jobs.

(2) The cementing personnel will be responsible for sending cement, well site water and other samples to their base laboratory for design of slurry before field operation.

(m) **DRILLING FLUID / MUD ENGINEER:**

(i) It is the responsibility of Contractor to keep Drilling Fluid/Mud Engineer for 24 hours in a day at well site.

(ii) The Drilling Fluid/Mud Engineer shall have an experience of minimum 5 years as a drilling fluid/Mud Engineer in water-based mud system.

(iii) Bidder shall submit the resume of the Indian mud engineer only to be deployed showing the technical qualifications and mud engineering related experience.

iv) The Drilling Fluid/Mud Engineer shall provide OIL the daily drilling fluid reports in a specific format provided by OIL.

(v) The Drilling Fluid/Mud engineer shall also collect Oil/Water/Gas samples on the rigs as and when required.

(vi) OIL shall provide one Chemist who shall monitor the Mud Engineering Services and will also certify the quantity of chemicals consumed.

(vii) The Drilling Fluid/Mud engineer shall communicate to OIL Chemist on daily basis.

(viii) If due to any reason none of the proposed Drilling Fluid/Mud Engineers are available for being deployed under the Contract, then the Contractor shall submit to OIL the Bio-data of the Drilling Fluid/Mud Engineer who will be deployed much in advance and seek the approval from OIL.

(n) BHP OPERATOR, COMPRESSOR OPERATOR / MECHANIC & WORK PERSONNEL / HELPER:

The Contractor will deploy competent, experienced and trained personnel under following category. The BHP Operator & Compressor Operator/Mechanic shall have minimum 5 (five) years of experience in running BHP for handling Cement & Barite and other associated jobs as per Company's scope of work on continuous 24 hours basis at well site.

Sl. No	Personnel Requirement	Cement BHP at site	Barite BHP at Site
1	BHP Operator	1 No	
2	Compressor operator/mechanic	1 No	
3	Work personnel (2 nos./ shift)	4 Nos.	

NOTE:

(1) The personnel should be deployed at site, on continuous 24 hours a day basis, as per standard oilfield practice permissible under law.

(2) The BHP Operator at well site will coordinate with the Rig Superintendent/Tool Pusher/Night Tool Pusher and Chemist, as required.

(3) Contractor to provide trained and experienced BHP Operator and Compressor Operator at drilling location round the clock for running the BHP as per operational requirement. Contingent working hands required for BHP operation will be the responsibility of Contractor.

(o) **WELDER:**

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

(p) **HSE OFFICER:**

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

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

(1) Responsible for designating 'Safe Briefing Area' and advising all personnel of the 'current' safe briefing area.

(2) Responsible for issuing PPE, safety equipment to all personnel arriving at rig and ascertain that all personnel use and maintain this equipment properly.

(3) Responsible for designating location entrance and exit.

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

(q) **HEAVY CRANE / FORKLIFT OPERATOR:**

Shall be provided along with the Crane/Forklift. The crane/forklift operator

should have a minimum of 3 years work experience in operating a heavy crane/forklift and possess license for driving heavy motor vehicle.

(r) **OTHER PERSONNEL:**

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

NOTES:

(1) The Bidder shall forward the list of proposed personnel to be deployed in Rig for services mentioned above along with bio-data /qualification/experience/track record of the personnel prior to mobilization of the Rigs with all supporting documents for OIL's approval. Any additional manpower deployed by the Contractor shall be at the expense of the Contractor.

(2) An undertaking from all the personnel as per Proforma (Annexure-VI) should be forwarded after deployment of manpower prior to mobilization.

(3) The personnel deployed by the Contractor should comply with all the safety norms (statutory/standards/guidelines) applicable during operation.

(4) **Medical Fitness:**

(a) The Bidder shall ensure that all of the Bidder Personnel shall have had a full medical examination (As per DGMS recent circular) prior to commencement of the operation. (IME -Initial Medical Examination).

(b) A qualified and registered doctor shall conduct all such medical examinations in accordance with accepted medical standards & DGMS latest circular and proper records of IME to be maintained.

(5) **Training Courses/Certificates/Tickets:**

(a) The Contractor shall ensure that all of the Contractor Personnel performing services hereunder shall have attended all safety and operational training courses such as mines vocational training etc. required by applicable law and as is generally consistent with international petroleum industry practice and/or as otherwise required by the Company.

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

(c) Rig Tool pushers, Drillers, Asst. Drillers and HSE Officers shall have

valid First Aid Tickets. (Minimum 2 persons having F/A certification per shift will be required during operation.)

(d) MVT is mandatory for all personnel working at the rig site except Project coordinator, Rig Superintendent, Tool pusher, Tour pusher, Driller, Chief Mechanic, Chief Electrician, Cementing Engineer, HSE Officer, Medic/Doctor.

(6) Personnel should be well versed in firefighting, BOP control, gas testing etc. The appropriate certificates to this effect, issued by ONGCL/OIL or any other organization, also should be submitted prior to mobilization.

(In case, the above training course for Contractor's personnel is to be arranged by OIL, the Contractor will be charged accordingly).

(7) Details of duty pattern of rig and associated service personnel should be indicated in the bid. 21 day ON/OFF duty pattern to be followed at site as per recent guideline of DGMS.

(8) Employment of personnel other than key persons shall be at the discretion of the Contractor to run all operations at well site and camp successfully. But due to Regulatory & Statutory Reasons (like The Mines Act 1952, The Mines Rule 1955, OMR 2017, CEA 2010 including latest revisions etc.), the Contractor may have to increase the number of Key Personnel without any financial implications.

(9) The age of the key personnel except Rig Manager/Rig superintendent shall not be more than 60(sixty) years (supporting document to this effect should be submitted).

(10) The Contractor shall be responsible for arranging relief of personnel during vacation, statutory off days, sickness etc. entirely at their cost. However, the relief personnel also must have the qualification and experience as indicated above. Contractor shall submit the bio-data/qualification/experience/track record of the relief personnel along with recent photographs for OIL's scrutiny. Contractor will have to obtain prior approval from Company for the relief personnel of the Contractor.

(11) Company reserves the right to instruct for removal of any Contractor's personnel who in the opinion of Company is technically not competent or not rendering the services faithfully, or due to other reasons. The replacement of such personnel will also be fully at cost of the Contractor and the Contractor shall have to replace this/these personnel within Seven (7) days of such instruction. The replacement personnel must have the requisite qualification and experience as indicated in the contract and their credentials along with recent photographs must be submitted to Company for approval prior to their engagement.

(12) All charges for personnel are included in Day rates. No separate charges shall be payable for the personnel deployed.

15.4 NOTE TO THE BIDDER:

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

Table I – Contractor/Bidder's Personnel

Position	Total per day	Off	Allocated per Rig	Unit
Rig Manager/ Superintendent	1	-	1(On Call)	No
Tool pusher	1	1	2	Nos
Night Tool Pusher	1	1	2	Nos
Driller	2	2	4	Nos
Assistant Driller	2	2	4	Nos
Derrick men	2	2	4	Nos
Roughneck/Floorman	8	8	16	Nos
Ch. Mechanic	1	1	2	Nos
Ch. Electrician	1	1	2	Nos
Mechanic	1	1	2	Nos
Electrician	1	1	2	Nos
Cementing Personnel	1	1	2	Nos
Drilling Fluid / Mud Engineer	1	1	2	Nos
BHP Operator	1	1	2	Nos
Compressor operator/mechanic	1	1	2	Nos
BHP Work personnel	4	4	8	Nos
Welder	1	1	2	Nos
HSE Officer	1	1	2	Nos
Medic/Doctor	1	1	2	Nos
Crane Operator	1	1	2	Nos
Forklift Operator	1	1	2	Nos
Roustabout/ unskilled labour	8	8	16	Nos
Total	42	41	83	Nos
Security	As required			
Labour	As required			

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

16.0 PERSONNEL ASSIGNMENTS:

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

16.2 Planned Changes: Contractor shall advise Company of any planned

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

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

17.0 PERSONNEL TRANSPORTATION:

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

END OF SECTION-II

SECTION – III

SPECIAL CONDITIONS OF CONTRACT

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

1.1 **“Associated Services”** means equipment and services, asked for, along with DRILLING Rig Unit in this bid document. These include but not limited to equipment & services; camp/catering/ medical /security services, communication, safety & firefighting services, well control services, cementing services, bulk handling plant services, mud engineering services etc.

1.2 **“Base camp”** means the camp where the Contractor’s personnel shall reside for carrying out the operations along with specified Company’s personnel as per the Contract.

1.3 **“Contractor’s representatives”** means such persons duly appointed by the Contractor thereof at site to act on Contractor’s behalf and notified in writing to the Company.

1.4 **“Operation”** means all operations as generally understood for Permanent Abandonment of Oil/Gas wells, more particularly all the operations required to be carried out pursuant to this Contract.

1.5 **“DRILLING Unit”** means DRILLING Rig complete with pumps, power packs, and other accessories and equipment as listed in the Contract.

1.6 **“Facility”** means and includes all property of Company owned or hired, to be made available for services under this Contract and as described in this agreement which is or will be a part of the Company.

1.7 **“Inter-location movement”** means transferring of DRILLING Rig Unit along with Associated Services & complete rig materials from present location after rig release till start of well killing operation in the well at next location.

1.8 **“Operating Area”** means those areas in onshore India in which Company or its Affiliated Company may from time to time be entitled to conduct Operations in Oil/Gas wells.

1.9 **“Operation Base”** means the place or places, onshore, designated as such by Company from time to time.

1.10 **“Key personnel”** means the following personnel to be provided by the

Contractor to provide services as per the contract:

1.	Rig Manager / Rig Superintendent
2.	Tool pusher
3.	Tour Pusher/Night Tool Pusher
4.	Driller
5.	Chief Mechanic
6.	Chief Electrician
7.	Cementing Personnel
8.	Drilling Fluid / Mud Engineer
9.	BHP Operator
10.	HSE Officer
11.	Doctor

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

1.12 **"Company's items"** means the equipment, materials and services, which are to be provided by company at the expense of company and listed in the Contract.

1.13 **"Contractor's items"** means the equipment, materials and services, which are to be provided by Contractor or company at the expense of the Contractor which, are listed in section under terms of reference and technical specifications.

2.0 MOBILIZATION:

2.1 The mobilization of the DRILLING Unit and associated services shall commence on the date of receipt of the LOA awarding the contract or on the date of receipt of mobilization notice from OIL and shall continue until the complete DRILLING Unit and associated services are properly positioned at the first location after obtaining all the permits & clearances, rig-up operations completed (duly certified by the Company representative) and the well is actually started as per policy.

After the receipt of Letter of Award or mobilization notice, Contractor shall submit fortnightly report or any other report as desired by Company showing progress in each activities of mobilization. Mobilisation in all respects shall be completed by Contractor within 150 days of receipt of OIL’s LOA or mobilisation notice, whichever is later.

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

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

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

(i) For any items supplied by the Company, rental will be calculated after amortizing the cost of the item over a period of 5 years applying 15% PTRR (Post tax rate of return). Similar deductions will also be made for short supplied items (neither supplied by Company nor by the Contractor).

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

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

2.5 In case any items/equipment are issued to Contractor on "outright sale" basis, the deduction shall be made as calculated by the Company based on Company's determined cost, which shall be treated as final, basis of which shall be provided to the Contractor.

3.0 CONTRACTOR'S PERSONNEL:

3.1 Except as otherwise hereinafter provided, Contractor shall be responsible for the selection, replacement, and determining remuneration of Contractor's personnel. Such employees shall be employees solely of the Contractor. Contractor shall ensure that its personnel will be competent and efficient. However, the Contractor shall provide details of experience, qualification and other relevant data of the personnel to be deployed for scrutiny and clearance by the Company before actual deployment. The Contractor shall not deploy its personnel unless cleared by the Company.

3.2 The Contractor shall nominate one of its personnel as Contractor's representative who shall be in charge of Contractor's personnel and who shall have full authority to resolve all day to day matters, which arise at the Site.

3.3 The Contractor shall be responsible for arranging relief of personnel during vacation, statutory off days, sickness etc. entirely at their cost.

However, the relief personnel also must have the qualification/experience as indicated in Part-3, Section II, 'Scope of Work' of the bid document and Contractor shall submit qualification/bio-data/experience/ track record of the personnel. Moreover, the Contractor will have to obtain prior approval from Company for the relief personnel of the Contractor.

3.4 Contractor shall provide all manpower for necessary supervision and execution of all work under this Contract to Company's satisfaction except where otherwise stated. The minimum number of key personnel to be deployed is mentioned in this document. But due to Regulatory & Statutory Reasons (like The Mines Act 1952, The Mines Rule 1955, OMR 2017, CEA 2010 including latest revisions etc.), the Contractor may have to increase the number of Key Personnel without any financial implications.

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

3.5 Replacement of Contractor's Personnel: The Contractor will remove and replace any Contractor's personnel, who in the opinion of the Company, is incompetent, or negligent or of unacceptable behavior or whose employment is otherwise considered by the Company to be undesirable. The replacement personnel also must have the qualification/experience as indicated in Part-3, Section II, 'Scope of Work' of the bid document. Contractor shall submit qualification/bio-data/experience/track record of the replacement personnel and shall obtain prior approval from Company for the replacement personnel. The replacement of such personnel will be fully at the cost of the Contractor and shall be made within Seven (7) days of such instruction from the Company.

3.6 Contractor shall deploy on regular basis, all category of personnel required for carrying out economic and efficient operations for permanent abandonment of Oil/Gas wells.

4.0 FOOD, ACCOMMODATION, TRANSPORTATION AND MEDICAL FACILITY AT WILL SITE AND BASE CAMP:

4.1 Food & Accommodation: Contractor shall provide accommodation, food & services for all, its own, associated services personnel, its sub-contractor's personnel and for ten (10) numbers of Company designated personnel free of charge. Company will pay to Contractor for accommodation and food for Company's/Company's third-party personnel in excess of ten (10) personnel per day. Contractor shall provide Junior & Senior Mess as per Industry Standard.

4.2 Transport Service: Transportation of Contractor's & third-party personnel shall be arranged by Contractor whilst that of Company's personnel staying at base camp will be arranged by Company. However, transportation of OIL's third-party personnel staying at Base/well- site camp will have to be arranged by the Contractor.

4.3 Medical Facilities: The Contractor shall arrange for first aid & emergency medical facilities (as per OISD guidelines) and doctor including an ambulance on 24 hours basis at Contractor's cost. Contractor shall provide proper First-Aid trained personnel with required quantity of first aid equipment and medicines to meet any emergency.

5.0 CONTRACTOR'S ITEMS:

5.1 The Contractor shall provide Contractor's items to perform the services under the Contract as specified in this document. The Contractor shall be liable to obtain any permits or licenses required for the use of Contractor's Items.

5.2 The Contractor shall be responsible for maintaining, at their cost, adequate stock levels of Contractor's items including spares and replenishing them as necessary.

5.3 The Contractor shall be responsible for the maintenance and repair of all Contractors' items and shall provide all spare parts, materials, consumables etc. during the entire period of the Contract.

5.4 The Contractor shall provide full water requirement at rig site and campsite (industrial and portable). The camp shall have proper water filtration plant for drinking water.

5.5 The Contractor shall provide all fuels (inclusive of HSD) and lubricants for operation of Contractor's equipment both at well site and camp site at Contractor's cost. There shall be no escalation in day rates throughout the duration of contract including extension, on account of any price increase in fuel/lubricants etc. A minimum HSD stock of 10KL, at rig site, must be maintained by the Contractor at any time. In this regard, the Contractor will have to submit day wise HSD stock and consumption statement indicating the daily consumption of the HSD for DRILLING Rig unit and all its equipment including mud treatment at the site in the DPR/IADC report.

5.6 The Contractor will provide electricity at both drill-site and campsite for meeting both Contractors' as well as the Company's requirement.

5.7 Zero Day Rate shall be applicable for shutdown of operations on account of inadequate supply of Contractor's items including but not limited

to electricity, lubricants, water, personnel and fuel.

6.0 CONDUCTING OPERATIONS:

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

6.2 Wells operations shall be carried out as specified in the Well Permanent Abandonment Program.

6.3 The Drilling Unit, Cementing Unit and all other equipment and materials to be provided by Contractor shall be in good working condition.

6.4 Well Permanent Abandonment programme provided by the Company primarily may include the following:

- (a) Well killing programme.
- (b) Well head assembly, blow out prevention system.
- (c) Details of string in hole.
- (d) Mud programme.
- (e) Drilling out of cement plugs.
- (f) Well abandonment Programme.
- (g) Recovering of well heads and capping of well head assembly.

6.5 Upon completion of Permanent Well Abandonment in a well, statement stating that the well has been abandoned in accordance with the terms of this Contract and signed by the representatives of both Contractor and Company, will be made available to Company.

6.6 Operation of Drilling Unit and associated services: Contractor shall be solely responsible for the operation of the Drilling Unit and associated services including, but not limited to, supervising inter location movement and positioning and rigging up at next location as required by Company as well as such operations at locations as may be necessary or desirable for the safety of the Drilling Unit and associated services.

6.7 Safety: Contractor shall observe such safety regulations in accordance with acceptable oilfield practice and applicable Indian Laws such as Mines Act, Oil Mines Regulation Act 2017 (amended) including all circulars as given by DGMS time to time, IER, safety rules recommendations from SPCB, OISD & MoEF etc. The Contractor shall take all measures reasonably necessary to provide safe working conditions and shall exercise due care & caution in preventing fire, explosion and blow out, and maintain firefighting and well control equipment in sound condition at all times. Contractor shall conduct such safety drills, BOP tests etc. as per statutory guideline at prescribed

intervals.

6.8 Depth Measurement: Contractor shall at all times be responsible for keeping accurate record of tally sheet and record such depth on the daily drilling report and tally books. OIL shall have the right at any time to check measurements of the depth in any manner.

6.9 Plug back: Upon being requested to do so by the Company, the Contractor shall carryout operations for plug-back of the hole.

6.10 The Contractor is required to effectively maintain well fluid parameters in accordance with specifications and/or formulations set forth by the Company.

6.11 In the event of any fire or blow-out, Contractor shall use all reasonable means at his disposal to protect the well and bring the said fire or blow-out under Control.

6.12 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 Drilling Unit, Cementing Unit and personnel to the fullest possible extent. Contractor and Company shall each ensure that their representatives for the time being at well site will not act unreasonably in the exercise of this clause.

6.13 AMENDMENTS OF WELL ABANDONMENT PROGRAMME: It is agreed that Contractor shall carry out well abandonment and all other operations, in accordance with the well programme to be furnished by Company, which may be amended from time to time by reasonable modification as Company deems fit, in accordance with good oil field practices.

6.14 WELL POLICY: The policy given in this document is tentative only. The policy may vary depending on the actual requirement at and during the time of commencement of the Contract. The Contractor shall be bound to obey those changes made by Company from time to time.

6.15 ABANDONMENT: Contractor agrees to perform all work necessary to permanently abandon each well in the manner specified by the Company.

7.0 CONTRACTOR'S SPECIAL OBLIGATIONS:

7.1 It is expressly understood that Contractor is an independent Contractor and that neither it nor its employees and its subcontractors are employees or agents of Company provided, however, Company is authorized to designate its representative, who shall at all times have access to the Unit,

related equipment and materials and all records, for the purposes of observing, inspecting and designating the work to be performed hereunder by Contractor. The Contractor may treat Company's representative at well site as being in-charge of all Company's designated personnel at well Site. The Company's representative may, amongst other duties, observe, test, check and control implementation of mud and well abandonment programs, equipment and stock, examine cuttings and inspect works performed by Contractor or examine records kept at well site by Contractor.

7.2 COMPLIANCE WITH COMPANY'S INSTRUCTIONS: Contractor shall comply with all instructions of Company consistent with the provision of this Contract, including but not limited to well control, safety instructions, confidential nature of information, etc. Such instructions shall, if Contractor request, be confirmed in writing by Company's representative.

7.3 WELL RECORDS: Contractor shall keep an authentic log and history of each well on the daily report prescribed by the Company and upon completion or abandonment of the well, deliver to the Company, the original history and log book, properly signed and all other data and records of every nature, relating to completion of the well. The Contractor shall also provide the Company:

- (a) Daily report on IADC pro-forma duly certified by the Company's representative along with daily record-o-graph chart.
- (b) Daily report on P.O.L. consumption.
- (c) Well abandonment Report: After successful abandonment of a well, Contractor must provide detailed well abandonment report with all information and events in Company's prescribed format or as per requirement (Both in hard and soft format).
- (d) Daily roster of Contractor's personnel.
- (e) The Contractor shall maintain inventory of rig equipment & accessories at site, indicating their respective models, serial nos., vintage, specifications etc. The Contractor shall provide inventory list endorsed by Company representative and any addition & deletion of items will be intimated to Company representative.
- (f) All items including consumables imported through EC clearance under 'Nil' Basic Customs Duty shall be recorded in the proper format, indicating date of receipt, type, consumption, date of replacement etc.
- (g) Contractor shall provide the list of the items, equipment, consumables etc. to be re-exported by them after completion of services under this Contract along with all relevant documents.

7.4 Confidentiality of Information: All information obtained by the Contractor in the conduct of well abandonment 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.

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

7.6 The Contractor shall arrange for inland transportation of the rig package and its associated services inclusive of all equipment, etc. from the port/contractor's base to the place of work and back at the end of the work at their own expense. Arrangement of Road Permits for bringing Contractor's equipment/material to Work place shall be Contractor's responsibility.

7.7 INSPECTIONS:

(a) Pre-move Inspection:

(i) The Contractor shall engage an independent third-party inspection agency acceptable to Company (DNV/ABS/BV/LLOYDS/TUBESTAR/OAS/MUDOSPEC), to inspect all Contractor tubular, drill string, and handling equipment as specified below at Contractor's cost prior to the Commencement Date.

(ii) Contractor shall upon request by Company provide documentation of the last inspection of the drill string and hoisting equipment including rotating hours.

(iii) Copies of all inspections reports are to be sent to Company along with an explanation of the standards used for the inspection procedures. All inspection reports shall be legibly signed by an identified person.

(iv) In case an inspection has encountered minor deficiencies, which do not adversely affect the efficiency or safety of the operations, Company will not delay the commencement of the Contract and Contractor may rectify such deficiencies as soon as practical after the Commencement Date. It is however understood that in the event a shutdown of the operation is required, such time shall be at the zero rate and shall not be counted towards the Repair Rate.

(v) If new tubular and handling equipment are used, pending review of

mill/manufacturer's certification, no inspection will be required.

(b) Inspection during Well Operation:

(i) Hoisting and handling equipment shall be inspected in accordance with the intervals as per Contractor's inspection and maintenance standards.

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

(iii) Lifting Equipment: All lifting equipment, except brand new equipment (where current certification is available) including but not limited to shackles, slings, pad eyes, crane, man riding equipment, elevators, bails, pulleys etc. must be inspected to and at a frequency directed by current manufacturer's guidelines and relevant API Recommended Practices. Full visual inspection shall be carried out every 6 (six) months by Contractor and Company together.

(iv) Dye Penetration Test will only be done to the hook of the crane. Load test of the crane at different loads will be carried out.

7.8 MAINTENANCE:

(a) The Contractor shall have in place and carry out the manufacturer's recommended preventive maintenance program for all equipment. Such program(s) are to be made available to OIL upon request.

(b) All replacement parts must be manufactured by the original equipment manufacturer (OEM).

(c) Fasteners and seal elements for BOP equipment must also be manufactured by the original equipment manufacturer (OEM).

(d) Complete traceability of all BOP parts, fasteners and seal elements must be maintained by Contractor.

(e) All BOP seal elements are to be stored per manufacturer's recommendations as to:

- (i) Sunlight exposure
- (ii) Temperature and moisture control
- (iii) Dust and other contamination protection

8.0 COMPANY'S SPECIAL OBLIGATIONS:

8.1 The Company shall at its cost, provide items and services as shown in this document.

8.2 The Company shall be responsible at its cost, for maintaining adequate stock levels of its items and replenishing the same as deemed necessary, unless specified to the contrary elsewhere in the Contract.

8.3 Ingress and Egress at location: The Company shall provide to the Contractor necessary introductory/recommendatory letter for obtaining rights of ingress to and egress from the locations from appropriate authorities where wells are to be permanently abandoned, including any letter required for work permits or licenses for the movement of Contractor's personnel. Should such permits/ licenses be delayed because of objections of appropriate authorities in respect of specific Contractor's personnel; such personnel shall be promptly removed from the list by the Contractor and replaced by acceptable personnel. It shall be the Contractor's responsibility to do all necessary process works for obtaining work permit from appropriate authorities. For any stoppage of operations for such delays, no Day Rate will be applicable.

9.0 LOSS OR DAMAGE TO HOLE:

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

10.0 DAMAGE OR LOSS OF THE DRILLING UNIT:

(a) The Contractor shall at all times be solely responsible for any damage to or loss or destruction of the Drilling Unit and its other property, inclusive of the property of the associated services, irrespective of how such loss, damage or destruction is caused, and even if caused by the negligence of the

Company and/or his servants, agents, nominees, assignees, contractors and sub-contractors, and the Contractor shall hold harmless and indemnify the Company from and against any expenses, loss or claim related to or resulting from such loss, damages or destruction.

(b) If the Drilling Rig Unit is declared to be a total loss and/or construed to be total loss, as determined by the applicable insurance coverage, this Contract shall terminate in respect of the Drilling Unit(s) and the associated services as of the occurrence of the event causing such loss and each party shall there upon be released of all further obligations here under in respect of that Drilling Unit(s) and the associated services, except for its payment of monies then due or liabilities to be charged in respect of the Work already done under this Contract in respect of that Drilling Rig Unit(s) and its associated services.

10.1 LOSS OR DAMAGE OF CONTRACTOR'S SUBSURFACE EQUIPMENT:

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

(b) In the case of Contractor's down hole equipment/tool being damaged, OIL will reimburse Contractor such repair cost, provided however, that OIL shall not be required to reimburse Contractor any amount greater than that which would have been due had such equipment/tool lost and, therefore, calculated under sub-section (c) herein below.

(c) The Company shall at its option either reimburse the Contractor for the value of lost equipment/tools as declared in the import invoices at the time of mobilization (or subsequent replacement/addition) of the same equipment/ tools or CIF value as reflected in Proforma-A hereto whichever is lower (Plus customs duty paid by the Contractor for the equipment tool lost/damaged, provided that the said custom duty was not borne by the Company and the Contractor produces the documentary evidence towards payment of customs duty) for any such loss or damage of sub-surface equipment; less depreciation @ 3% per month from the date of start of this Contract with a maximum depreciation equivalent to 50% of CIF value as indicated by the Contractor or at its option replace similar equipment/tools to the satisfaction of the Contractor and any transportation expenses incurred in connection herewith.

(d) All such costs shall be payable by the Company only after the Contractor has produced documentary evidence that the particular equipment/tools in question was not covered by Contractor's insurance

policies. For such claims the Contractor shall notify the Company within one month. The inspection of recovered equipment from down hole needs to be made by the Company representative before submission of the invoice by the Contractor.

10.2 BLOWOUT OR CRATER:

In the event any well being abandoned hereunder shall blowout or crater due to any causes, Contractor will bear the cost and expense of killing the well or otherwise bringing the well under control up to “US \$ 1.00 Million or INR 7.5 Cr” for each incident and in this regard, Company shall indemnify and hold Contractor harmless in excess of “US \$ 1.00 Million or INR 7.5 Cr” for each incident. This applies only to the cost of bringing the well under control and is not to be interpreted as an assumption by Company of any liability for injuries, to Contractor's personnel and or damage to the Drilling Unit and other associated equipment, caused by such blowout, to the Contractor, except as otherwise provided under the terms and conditions of this Agreement.

10.3 USE OF CONTRACTOR’S EQUIPMENT:

The Company shall have the right to use the Drilling Unit and the entire Contractor’s equipment provided under the Contract during such times as Company or both Company and the Contractor are engaged in bringing the well under control.

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

(a) The Contractor shall assume all responsibility and liability for cleaning up and removal of pollution or contamination which originates above the surface from spills of fuels, lubricants, motor oils, pipe dope, paints, solvents and garbage wholly in Contractor’s possession and control and/or directly associated with Contractor’s equipment and facilities, caused, and that originating from normal well Drilling fluid.

(b) Except as otherwise provided in Article (a) above, Company shall assume all responsibility for (including control and removal of the pollutant involved) and shall protect, defend and save the Contractor harmless from and against all claims, demands, and causes of action of every kind and character arising from all pollution or contamination which may occur from any cause including negligence of Contractor but not limited to, that which may result from fire, blowout, cratering, seepage of any other uncontrolled flow of oils, gas, water or other substances, as well as the use or disposition of oil emulsion, oil base or chemically treated completion/kill fluids, lost

circulation and fish recovery materials and fluids provided however, Contractor's sole liability under this sub clause is to reimburse US Dollar One million (or INR 7.5 Cr) of cost paid/incurred by Company in control of the pollutant, cleanup costs, or damage to a third party, provided said pollution results from Contractor's sole negligence.

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

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

(e) The Contractor shall be responsible for any sound/noise pollution arising out of the Rig package or other items used by the Contractor at well site and shall take measures to bring the noise level to applicable level as per Pollution Control Board Norms. Contractor must ensure that there is no disruption of operation due to sound/noise pollutions.

11.0 WAIVERS AND AMENDMENTS:

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

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

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

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

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

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

13.1 To check the Drilling Unit and Contractor's items before the commencement Date. If they are not found in good order or do not meet specifications as per Part-3, Section II, 'Scope of Work' of the bid document or in case of non-availability of some of the Contractor's items listed therein, the Contractor may not be allowed for commencement until the Contractor has remedied such default.

13.2 To change the Well abandonment programme and mud programme to abandon any well at any time.

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

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

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

(a) Contractor's personnel is deemed by Company to be not satisfactory; and/ or

(b) Contractor's equipment does not conform to regulations or to the specifications laid down in the Contract; and/or

(c) Contractor's equipment turns into a danger to personnel on or around the rig or to the well; and/or

(d) Contractor's insurance in connection with the operations hereunder is found by Company not to conform to the requirements set forth in the Contract; and/or

- (e) Contractor fails to meet any of the provisions in the Contract; and/or
- (f) Any shortage in key/additional (compulsory) personnel and inadequacy of other personnel; and/or
- (g) Contractor is found non-compliant to HSE requirements as per Safe Operating Practices or applicable laws.

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

14.0 EMERGENCY:

14.1 Without prejudice to Clause 10.3 hereof Company shall be entitled in emergency (the existence of which shall be determined by Company) at its own discretion, to take over the operations of the Drilling Unit, direct Contractor's personnel in the event that Company's interest will demand so. In such case, Company will notify Contractor of its action and within three (3) days confirm such notice in writing, setting forth the reasons for its action.

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

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

15.0 DURATION: The rates, terms and conditions shall continue until the abandonment of the fifth well.

16.0 FIRM PRICE: The rates payable under this Contract, shall be firm during the Contract period including the extension period, if any.

17.0 SUSPENSION AT COMPANY'S REQUEST:

17.1 The Company shall have the right, without cause, at any time to require the Contractor to suspend the work under this Contract on giving notice to the Contractor specifying the estimated duration of the suspension

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

17.2 The total suspension period during the Contract duration shall not exceed 01 (one) month. However, beyond said period, the suspension period may be extended by the parties at mutually agreed rates, terms and conditions. The Company, at its discretion, may add back such suspension period to the original Contract duration at the same rates, terms and conditions by giving 30 (thirty) days notice to the Contractor before the expiry of the Contract.

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

19.0 Deficiency:

19.1 In the event of Contractor's failure to strictly adhere in providing the minimum requirement of key personnel as set out in the Part – 3, Section II, Clause 15.0; Table I, penalty shall be levied at the following rates:

FAILURE/DEFICIENCY	PENALTY
a) Failure to provide Rig Manager, Tool Pusher, Tour Pusher & Drilling Fluid / Mud Engineer	At the rate of 5% of the operating day rate for the period of non-availability of Rig Manager, Tool Pusher, Tour Pusher, Mud Engineer / Chemist separately in each case.
b) Failure to provide Driller, Asst Driller, Cementing Personnel & BHP Operator	At the rate of 3% of the operating day rate for the period of non-availability of Driller, Asst Driller, Cementing Personnel & BHP Operator separately in each case.
c) Failure to provide other personnel excepting those mentioned in a) & b) above	At the rate of 1% of the operating day rate for the period of non-availability of other personnel excepting those mentioned in a) & b) above.

Note:

- (1) The above penalty rates are applicable for the first five (5) days. In case more than one key personnel are not available at a time, penalties applicable for such personnel will be levied simultaneously.
- (2) Beyond Five (5) days, the penalty will be levied at double the rates mentioned above for each day for non-availability of any key-personnel.
- (3) Contractor will be paid zero rates if operation is suspended for non-availability of key-personnel.
- (4) In case of short deployment/Deficiency on account of sickness/accident, 7 days will be allowed for replacement without any reduction in Day Rates subject to normal progress of the performance of Work. Beyond this, the clause 19 (Deficiency) will be applicable.

19.2 Failure to provide any associated services or break down of any related items/equipment, Penalty will be levied at the rate of 5% of operating day rate per day for initial two (02) days. Beyond 2 days, the penalty rate will be double. (Prorate rates will be calculated for any part thereof). Company at its discretion may suspend operation at any point of time for the no availability of any such services during the contractual period and zero rates will be applicable during the period.

20.0 INTER-LOCATION RIG MOVE STANDARD:

20.1 Time allowed for rig package movement for a distance of 50 (fifty) KMs. will be 20 (twenty) days. For more Kilometrage, the time allowed shall be in proportions of one (1) day for each 30 KM or part thereof.

20.2 In case of shifting of the base camp of the Contractor, to another area, addition of 5 days will be considered during inter-location movement period.

20.3 Time allowed for rig package movement for cluster location i.e. in the same plinth, will be 5 (five) days.

20.4 The time for inter-location movement suspended by Force Majeure, shall be extended by the period for which the Force majeure conditions last. No Day Rate, whatsoever, will be payable for extended period due to force majeure conditions (No force majeure clause will be applicable during ILM).

20.5 The ILM charge shall be discounted by 5% for each day's delay beyond the standard, as stipulated in 20.1, 20.2 and 20.3; of total cost for inter-location movement rate payable for that particular rig movement, when the rig move is delayed beyond the standard.

21.0 PREVENTION OF FIRE AND BLOWOUTS:

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

21.2 The Contractor shall test the BOPs by making pressure test at least once in every 21 (twenty-one) days or as per API norms or such time as instructed by the Company Representative. However, the testing procedure and frequency must comply with the OISD norms. Contractor shall record results of all such tests in the daily operation report. Replacement of all blowout prevention rubber parts shall be on Contractor's account.

22.0 DISCIPLINE:

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

23.0 WATER MANAGEMENT:

23.1 The sinking of deep tube wells at the respective sites and installation/operation of water pumps, extraction of water from deep tube wells for rigs as well as camp shall be the Contractor's responsibility. If acceptable quality of water is not available at Site and/or no water is found at the well site/camp, the supply of acceptable quality of drill & portable water from alternate sources shall be the responsibility of the Contractor.

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

23.3 The valves, glands, hoses etc. are to be checked for any leakage and the same to be informed immediately to the concerned for rectification.

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

24.0 EFFLUENT PIT BUNDS:

24.1 Regular checks are to be made to ensure that there are no leakage/seepage/overflow of effluents from the pit into the surrounding areas.

24.2 The bunds/walls of the effluent pit are to be checked by Contractor for any breaches during the operation. Any imminent breach of effluent bunds and walls shall be informed by Contractor to Company's representative in time for taking corrective measures. In the event of any damages to the effluent pit and its bunds and walls including the surrounding area due to delayed information by Contractor to Company, Contractor shall be responsible.

25.0 COLLECTION OF USED/ BURNT LUBE OIL:

The used lube oils and floating burnt oil, if any, in the effluent pit has to be lifted, collected and suitably disposed immediately by the Contractor.

26.0 GENERAL HSE POINTS:

(a) It will be solely the Contractor's responsibility to fulfill all the legal formalities with respect to the Health, Safety and Environmental aspects of the entire job (namely; the person employed by him, the equipment, the environment, etc.) under the jurisdiction of the district of that state where it is operating. Ensure that all sub-contractors hired by him comply with the same requirement as the Contractor himself and shall be liable for ensuring compliance all HSE laws by the sub-contractors.

(b) Every person deployed by the Contractor in a mine must wear safety gadgets to be provided by the Contractor. The Contractor shall provide proper Personnel Protective Equipment as per the hazard identified and risk assessed for the job and conforming to statutory requirement and company PPE schedule. Safety appliances like protective footwear, Safety Helmet and Full Body harness has to be DGMS approved. It will be the Contractor's sole responsibility to ensure that the persons engaged by him in the mines use the proper PPE while at work. All the safety gears mentioned above are to be provided to the working personnel before commencement of the work.

(c) The Contractor shall prepare written Safe Operating Procedure (SOP) for the work to be carried out, including an assessment of risk, wherever possible and safe methods to deal with it/them. The SOP should clearly state the risk arising to men, machineries & material from the mining

operation/operations to be done by the Contractor and how it is to be managed.

(d) The Contractor shall provide a copy of the SOP to the person designated by the mine owner who shall be supervising the Contractor's work.

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

(f) The Contractor has to ensure that all work is carried out in accordance with the Statute and SOP and for the purpose he may deploy adequate qualified and competent personnel for the purpose of carrying out the job in a safe manner. For work of a specified scope/nature, he should develop and provide to the mine owner a site-specific code of practice in line.

(g) All persons deployed by the Contractor for working in a mine must undergo Mines Vocational Training, initial medical examination, PME. They should be issued cards stating the name of the contractor and the work and its validity period, indicating status of MVT, IME & PME.

(h) The Contractor shall submit to DGMS returns indicating – Name of his firm, Registration number, Name and address of person heading the firm, Nature of work, type of deployment of work persons, Number of work persons deployed, how many work persons hold VT Certificate, how many work persons undergone IME and type of medical coverage given to the work persons

(i) The return shall be submitted quarterly (by 10th of April, July, October & January) for contracts of more than one year. However, for contracts of less than one year, returns shall be submitted monthly.

(j) It will be entirely the responsibility of the Contractor/his Supervisor/representative to ensure strict adherence to all HSE measures and statutory rules during operation in OIL's installations and safety of workers engaged by him. The crew members will not refuse to follow any instruction given by company's Installation Manager / Safety Officer / Engineer / Official / Supervisor / Junior Engineer for safe operation.

(k) Any compensation arising out of the job carried out by the Contractor whether related to pollution, Safety or Health will be paid by the Contractor only.

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

(m) The Contractor shall have to report all incidents including near miss to Installation Manager/Company Representative.

(n) The Contractor has to keep a register of the persons employed by him/her. The Contractor's supervisor shall take and maintain attendance of his men every day for the work, punctually.

(o) If the Company arranges any safety class / training for the working personnel at site (company employee, contractor worker, etc.) the Contractor will not have any objection to any such training.

(p) The health check-up of Contractor's personnel is to be done by the Contractor in authorized Health Centers as per OIL's requirement & proof of such test(s) is to be submitted to OIL. The frequency of periodic medical examinations should be every five years for the employees below 45 years of age and every three years for employees of 45 years of age and above.

(q) To arrange daily tool box meeting and regular site safety meetings and maintain records.

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

(s) 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.

(t) 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.

(u) The Contractor should frame a mutually agreed bridging document between OIL & the Contractor with roles and responsibilities clearly defined.

(v) 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.

27.0 HSE POLICY:

The Contractor shall forward HSE policy to the Company along with the bid. On award of contract, the Contractor shall submit comprehensive HSE manual & procedure and HSE plan for approval of OIL.

28.0 EMERGENCY RESPONSE PLAN:

The Contractor shall maintain Rig Specific Emergency Response Plan (ERP) for onsite. The Contractor shall also maintain Risk Register.

29.0 CUSTOMS DUTY

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

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

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

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

29.4 However, in the event customs duty becomes leviable during the course of contract arising out of a change in the policy of the Government, Company shall be liable for payment of the customs duties leviable in India on Contractor's items as provided in Proforma-A or the actuals whichever is less, provided Contractor furnishes all necessary documents indicating the estimated customs duty at least 10 days in advance. Such payment of Customs Duty shall be arranged by Company and made available to the representatives of Contractor at Kolkata within 3 working days after Contractor submits the undisputed and clear necessary documents / duty assessment papers at Company's office at Kolkata. Contractor would be responsible for passing such payment to customs authorities at the port of entry. Company's obligation for Customs Duty payment shall be limited / restricted to the tariff rates as assessed by the Customs on the day of clearance, or as on the last day of the stipulated

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

29.5 Contractor shall, however, arrange clearance of such items from Customs and port authorities in India and shall pay all requisite demurrages, if any, clearance fees/charges, port fees, clearing and forwarding agent fees/ charges, inland transport charges etc. Company shall provide all assistance by issuance of necessary letter of authority or other relevant documents and necessary help.

29.6 Contractor must ensure that the spares and consumables imported by them for providing the services under Contract are properly used in executing their job under the Contract in the PEL/ML areas of Company for which EC has been obtained. Contractor shall furnish to Company a certificate as and when the spares and consumables are used/consumed certifying that the spares and the consumables imported by them have been consumed in those ML and PEL areas under the contract for which ECs were obtained by them. In order to avoid any misuse of the spares and consumables imported by the Contractor for providing the services under the Contract, Contractor shall furnish an Undertaking similar to that being furnished by Company to Customs of suitable amount before issue of the Recommendatory Letter.

30.0 Goods & Service Tax: The quoted price shall be exclusive of Goods & Service Tax. Goods & Service Tax as applicable shall be on Company's account. However, liability for payment of the goods & service tax in case of Indian Contractor and overseas Contractors having offices in India will lie on the Contractor.

31.0 DEMOBILISATION & RE-EXPORT: The Contractor shall arrange for and execute demobilization of the entire package i.e. Tools/ Equipment/ Spare/ Accessories/ Manpower etc. upon receipt of notice for demobilization from Company. Demobilisation shall mean completion / termination of the contract and shall include dismantling of the package, its accessories/equipment, including the manpower and re-export of the complete package (if re-exportable), its accessories/equipment, unutilized spares and consumables at the cost of the contractor. Demobilization shall be completed by Contractor within 60 days of issue of demobilization notice by Company. If imported, immediately after re-exporting the package, its accessories, equipment and the unused spares and consumables, Contractor shall submit the detail re-export documents to Company as documentary proof of re-exporting the complete package, its accessories, equipment and the unused spares and consumables. In case of failure to re-export any of the items as above within the allotted time period of

60 days except under circumstances relating to Force Majeure, Company reserves the right to withhold the estimated amount equivalent to the Customs Duty and/or penalty leviable by Customs on such default in re-export from Contractor's final settlement of bills and Performance Security.

31.2 In the event all/part of the equipment etc. are transferred by Contractor within the country to an area where nil Customs Duty is not applicable and/or sold to a third party after obtaining permission from Company and other appropriate government clearances in India including permission from DGH and Customs authorities, then Contractor shall be fully liable for payment of the Customs Duty.

31.3 Contractor must furnish an undertaking that "the equipment imported and also spares & accessories which remained unutilized after the expiry of the contract, would be re-exported at their own cost after completion of contractual obligation after observing all the formalities/rules as per Customs Act or any other relevant Act of Govt. of India applicable on the subject". In case of non-observance of formalities of any provisions of the Customs Act or any other Act of Govt. of India, the Contractor shall be held responsible for all the liabilities including the payment of Customs Duty and penalties to the Govt. on each issue. Non-compliance of these provisions will be treated as breach of contract and their Performance Bank Guarantee will be forfeited.

31.4 In the event all/part of the equipment etc. are transferred by Contractor after expiry/termination of the contract within the country to another operator for providing services, and/or sold to a third party, Contractor shall obtain all necessary Govt. of India clearances including permission from DGH and Customs authorities for transferring to another operator and/or sale of the Rig package, its accessories, equipment and the unused spares and consumables to a third party. Company will not be responsible for any non-compliance of these formalities by Contractor. Payment of Customs Duty and penalties (if any) imposed by Govt. of India or Customs authorities for transferring the items in part or in full to an area where Nil Customs Duty is not applicable or sale of the items shall be borne by the Contractor and Contractor indemnifies Company from all such liabilities.

32.0 CHANGES:

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

32.2 If any change result in an increase in compensation due to Contractor or in a credit due to Company, Contractor shall submit to Company an estimate of

the amount of such compensation or credit in a form prescribed by Company. Such estimates shall be based on the rates shown in the **Schedule of Rates (Part-3, Section IV) read with Proforma-B, B1 and B2**. Upon review of Contractor's estimate, Contractor shall establish and set forth in the Change Order the amount of the compensation or credit for the change or a basis for determining a reasonable compensation or credit for the change. If Contractor disagrees with compensation or credit set forth in the Change Order, Contractor shall nevertheless perform the work as changed, and the parties will resolve the dispute in accordance with Clause 42, GCC of Contract. Contractor's performance of the work as changed will not prejudice Contractor's request for additional compensation for work performed under the Change Order.

33.0 LABOUR: The recruitment of the labour shall be met from the areas of operation and wages will be according to the rates prevalent at the time which can be obtained from the District Authorities of the area. The facilities to be given to the labourers should conform to the provisions of labour laws as per contract Labour (Regulation and Abolition) Act, 1970. However, the Contractor shall not make the Company liable to reimburse the Contractor to statutory increase in wage rates of the labour appointed by Contractor. Such statutory or any other increase in wage rates of the contracted labour shall be borne by the Contractor.

34.0 NOTICES:

34.1 Any notice given by one party to other, pursuant to this Contract shall be sent in writing to the applicable address specified below:

Company

Oil India Limited
D. No.11-4-7, Nookalamma Temple Street,
Ramarao Peta, KAKINADA
Andhra Pradesh- 533004, INDIA

Contractor

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

END OF SECTION-III

SECTION – IV

SCHEDULE OF RATES

SCHEDULE OF RATES/CHARGES:

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

1.0 MOBILIZATION CHARGES (LUMP SUM) (M)

1.1 In case the rig package and the associated services are contemplated to be mobilized partly or fully from outside India then the breakup of the mobilization charges to 1st location must be furnished separately.

1.2 Mobilization charges shall include mobilization of equipment, material and manpower as mentioned in Part – 3, Section II, ‘Scope of Work/Terms of Reference’.

1.3 Mobilization charges shall cover local and foreign costs to be incurred by the Contractor to mobilize at the first location of the Company and shall include all taxes & levy, port fees, inland transport etc., but excluding Basic Customs duty (which will be to OIL’s account, if applicable) on the items declared in Proforma – A. It should also cover all travel expenses, in-transit accommodation charges, personal insurance etc. for personnel. GST as applicable will be paid by OIL.

1.4 Mobilization charges will be paid only after complete mobilization of Rig package and other associated services as per the Contract and duly certified by the Company Representative regarding readiness of the equipment & personnel to undertake/commence the Work assigned under the Contract.

1.5 Mobilization charges shall not exceed 7.5% of the total quoted value. However, mobilization charges if quoted in excess of 7.5% of the total quoted value, the excess amount shall be paid at the end of the contract.

2.0 DEMOBILIZATION CHARGES (LUMP SUM) (D)

2.1 Demobilization charges for the complete Rig package (Drilling Unit, Batch Mixer & its accessories, Bulk Handling Plant & its accessories etc) and manpower shall be quoted on Lumpsum basis and shall include all charges for demobilization of the complete Rig package, unutilized spares & consumables (inclusive of Barites, Bentonites, all chemicals, cement and

additives) and manpower.

2.2 All charges connected with demobilization including all fees, taxes, insurance, freight on export outside India or to any other place will be to Contractor's account.

2.3 Pursuant to Clause 31.0 of 'Special Conditions of Contract', Demobilization charges shall be paid to the Contractor for complete package of Tools/Equipment/Spare/Accessories etc. only once, after completion of the contractual period/termination of the Contract.

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

2.5 De-Mobilization Charges should not be less than 1% of the total quoted value. However, De-mobilization charges if quoted in deficit or less than 1% of the total quoted value, the deficit amount shall be paid at the end of the contract along with the final De-mobilization charges.

2.6 The Contractor is required to clear off the Site within 30 (thirty) days and complete Demobilization within 60 (sixty) days from the date of 'Demobilization Notice' served by the Company.

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

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

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

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

- (i) When the Drilling Unit is not operating (i.e. when engine(s) are not in operation for carrying out any specific jobs related to well operation in addition to following).
- (ii) Waiting for materials, orders, instructions, programme from OIL.
- (iii) W.O.C. (Waiting on Cement) & Well under observation after cement squeezing jobs in the annulus.

- (iv) W.O.C. (Waiting on Cement) & Well under observation after placement of Cement Plug.
- (v) For all time during which the company at its option may suspend operations.
- (vi) Waiting for day light for certain special jobs.
- (vii) During inspection as per Clause 7.7 (b) of 'Special Conditions of Contract'.
- (viii) Assembling & disassembling X-Mass tree, BOP & Well heads.
- (ix) Pressure testing of BOPs & well head.

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

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

5.1 The Repair Day Rate shall be payable when operations are suspended due to break-down or repair of Contractor's equipment (Exclusive of Batch Mixer and its accessories).

5.2 The Contractor shall be paid Repair Day Rate to a maximum of 24 cumulative hours per calendar month. Beyond the aforesaid 24 hours, no Day Rate will be payable until operations are resumed, at which time the applicable rate shall again come into force.

5.3 This clause shall, however, not be applicable for routine inspections/ lubrications and replacements, e.g. changing swivel packing, slipping or cutting block line, changing pump valve assemblies, packing, etc. During this period, Operating Day Rate to a maximum of 30 cumulative hours in a calendar month will be applicable, beyond which repair day rate shall prevail.

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

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

6.0 INTER LOCATION MOVE RATE (ILM)

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

(a) Fixed Charge (Lump sum) per Rig Move to Cluster location (Movement of mast and substructure etc. only on the same plinth). The spacing between wells at	(ILMO)
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surface in cluster well plinth is around 10 m.	
(b) Fixed Charge (Lump-sum) per rig movement with associated services up to 50 Km.	(ILM1)
(c) Per Kilometrage charges for rig movement with associated services in excess of 50 Km. (This will be in addition to lump-sum rate for ILM up to 50 Km as mentioned in 'b' above.)	(K)

6.2 Inter-location movement will start from the moment the Company releases the Drilling unit for rig down at previous location and shall end after the rig up at next location is completed and the well operation is started. Rig & all materials including the additional and optional items, if any, are to be transferred to next location after rig down. Before start of operation, the Contractor shall complete all jobs, compliance/rectification to meet safety norms and any other job normally done prior to start of operation. The inter-location movement of Rig package shall be completed within the period as specified in Clause 20.0 under Special Conditions of Contract (Part – 3, Section – III).

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

6.4 No Day Rate under para 3.0, 4.0, 5.0 & 8.0 of 'Part – 3, Section-IV' hereof will be payable when inter-location move rate is applicable.

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

The Contractor shall establish a Base Camp without any additional cost to the Company at a centrally located area of actual operation for smooth monitoring of operations, if required. From the Base Camp, the Contractor will operate operations of several locations. The Base Camp shall be subjected to a maximum of 03(three) relocations to different areas during the contractual period.

NOTE:

(1) The location of the Base Camp will be selected, arranged for and prepared by the Contractor. Contractor may hire Hotel/individual house for Base camp and in that case, no Base Camp Shift Charge is applicable.

(2) Base Camp Shift Charge will remain the same irrespective of the number of days taken by the Contractor for base camp shifting.

(3) Setting up of the Base Camp, land, infrastructure development, running the camp, treatment & disposal of sewage, camp waste etc. will be the sole responsibility of the Contractor.

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

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

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

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

9.0 STACK DAY RATE (STDR)

The Stack Day Rate shall be payable when the Drilling Unit and other Contractor's Equipment is stacked in accordance with Clause 17 of Part – 3, Section III of 'Special Conditions of Contract' and as further set out below:

(a) If Company notifies the Contractor that the Drilling Rig Package is to be stacked at its current location, the Standby Day Rate shall apply for the first 5 (five) days from the time of such notification and Stack Day Rate shall apply thereafter. Stack Day Rate shall apply until such time as the Drilling Rig Package is ready to recommence Operations after the notification from Company to commence the operations.

(b) If Company notifies the Contractor to stack the Drilling Rig Package at a different location; the Stack Day Rate shall apply from the time that the Drilling Rig Package arrives at the stacking Site. Inter Location Move rate shall apply during the period that the Drilling Rig Package is being moved to/from the stacking Site.

(c) Payment towards Stack Day Rate shall not exceed 60% of Operating Day Rate.

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

10.0 COST OF CEMENT AND CEMENT ADDITIVES (CMT)

10.1 Contractor shall be required to make well site delivery of API, Class-G cement and cement additives for carrying out all types of cement job in staggered manner.

10.2 The bidder shall quote the unit cost for 70MT of above grade cement on “well site delivery” basis.

10.3 Payment to the bidder shall be made on actual consumption of cement.

10.4 The bidder shall quote for the cost of cement additives as per the quantity mentioned below for blending with 70MT of Cement: -

(a)	Defoamer	: 10 GAL
(b)	Low Temperature Fluid loss controller	: 420 KG
(c)	High Temperature Fluid loss controller	: 200 KG
(d)	Cement friction reducer	: 420 KG
(e)	Low Temperature Retarder	: 150 KG
(f)	High Temperature Retarder	: 60 KG
(g)	Gas Block additives	: 1200 KG
(h)	Anti-Settling Agent	: 15 GAL
(i)	Silica	: 10 MT
(j)	Spacer Additives	: 1000 KG
(k)	Surfactant	: 500 KG

10.5 The bidder shall quote the unit cost for cement additives in the price bid format.

10.6 Payment to the Contractor shall be made on actual consumption of cement additives.

11.0 COST OF MUD CHEMICALS AND MUD ADDITIVES (MC)

11.1 Contractor shall be required to make well site delivery of Mud Chemicals and Mud Additives in staggered manner.

11.2 The bidder shall quote for the cost of Mud Chemicals and Mud Additives as per the quantity mentioned below: -

Sl. No	Chemicals	UOM	Total quantity (Tentative)
1	Bentonite	MT	50
2	Barytes	MT	320
3	Caustic soda	KG	1600
4	Guargum	KG	1300
5	CMC (HVG)	KG	3200
6	CMC (LVG)	KG	3200
7	PAC-R	KG	1600
8	XC polymer	KG	3200
9	Resinated lignite	KG	1600
10	Biocide	Liter	1000

11	Defoamer	Liter	350
12	Sodium Bicarbonate (Soda Ash)	KG	650
13	Lime	KG	500
14	Linseed Oil	Liter	1000
15	PAC-SL	KG	1600
16	Corrosion Inhibitor	Liter	500

11.3 The bidder shall quote the unit cost for Mud Chemicals and Mud Additives in the price bid format.

11.4 Payment to the Contractor shall be made on actual consumption of Mud Chemicals and Mud Additives.

12.0 CIVIL WORK INVOLVEMENT

Company shall provide infrastructure for standard rig equipment including hard standing and cement concreting areas, effluent pit provision etc. Any additional civil work involvement besides the standard indicated plinth area/civil work shall be highlighted by the bidder in the Techno-commercial bid.

13.0 GENERAL NOTES

13.1 The Company shall advise the Contractor to mobilize all the equipment & tools with all accessories at 1st well on dedicated basis for the entire duration of the Contract.

13.2 Bidder shall submit the list of items with CIF value to be imported into India in connection with execution of this contract as per Proforma- A.

13.3 From the Proforma- A, bidder shall identify the items of re-exportable in nature (i.e. items which will not be consumed during the execution of the contract and required to be exported outside India after completion of the contract). Total CIF value of such items shall be shown in the "PRICE FORMAT" as CIF (RE-EX).

13.3 Similarly, from the Proforma-A, bidder shall identify the items of consumable in nature (i.e. items which will be consumed during the execution of the contract). Total CIF value of such items shall be shown in the "PRICE FORMAT" as CIF (CONSUMABLES).

14.0 FOR MANPOWER SERVICES:

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

Position	Total per day	Off	Allocated per Rig (a)	Unit
Rig Manager/ Superintendent	1	-	1 (On Call)	No
Tool pusher	1	1	2	Nos
Tour Pusher/Night Tool Pusher	1	1	2	Nos
Driller	2	2	4	Nos
Assistant Driller	2	2	4	Nos
Derrick men	2	2	4	Nos
Roughneck/Floorman	8	8	16	Nos
Ch. Mechanic	1	1	2	Nos
Ch. Electrician	1	1	2	Nos
Mechanic	1	1	2	Nos
Electrician	1	1	2	Nos
Cementing Personnel	1	1	2	Nos
Drilling Fluid / Mud Engineer	1	1	2	Nos
BHP Operator	1	1	2	Nos
Compressor operator/mechanic	1	1	2	Nos
BHP Work personnel	4	4	8	Nos
Welder	1	1	2	Nos
HSE Officer	1	1	2	Nos
Doctor	1	1	2	Nos
Crane Operator	1	1	2	Nos
Forklift Operator	1	1	2	Nos
Roustabout/ unskilled labour	8	8	16	Nos

15. For the Responsibility Matrix between Company and Contractor, refer Annexure-I.

END OF SECTION-IV

ANNEXURE-I**SCHEDULE OF RESPONSIBILITIES FOR
EQUIPMENT, MATERIALS, SUPPLIES AND SERVICES****(1000 HP (min) Drilling Rig for KG Basin, OIL).****‘C’ – Contractor ‘O’ – OIL/Company**

Sl. No.	ITEM	At Expense of		Supplied by	
		C	O	C	O
A. GENERAL-I					
1	All charges relative to acquisition, shipping and transportation of all Contractor's Items required as replacements or spare parts,	X		X	
2	Contractor's personnel including replacement, subsistence, insurance, wages, benefits, and all other costs related thereto.	X		X	
3	Extra personnel in excess of the complement of personnel set forth in Section II – Contractor's Personnel deputed by Contractor itself.	X		X	
4	Extra personnel in excess of the complement of personnel set forth in Section II – Contractor's Personnel - when requested in writing by Company.	X		X	
5	Overtime beyond normal work schedule for Contractor's personnel when requested in writing by Company.	X		X	
6	Required licenses, permits, certificates of financial responsibility and clearances to enter and depart from drilling location	X		X	
7	Transportation for Contractor's Items and its subcontractor's item and personnel.	X		X	
8	Duties, fees, licenses, pilotage fees, wharfage fees, harbor fees and costs or similar charges including any sales taxes or clearing agent or brokerage fees relating to Contractor's Items and replacements or spare parts.	X		X	
9	Insurance as provided in the Contract.	X		X	
10	Passports and visas for Contractor's Personnel	X		X	
11	Work permits for Contractor's Personnel.	X		X	
12	Labour license and all regulatory requirements as per DGMS, Labour Law for Contractor's personnel.	X		X	
13	Obtain and maintain all necessary consents, permits, licenses and certificates required for	X		X	

Sl. No.	ITEM	At Expense of		Supplied by	
		C	O	C	O
	movement and use of Contractor's Equipment to/from Site including diesel storage				
14	Corporate registration, documentation and fees for Contractor in India required solely for the performance of this Contract	X		X	
15	Clearance of Contractor's Equipment through Indian Customs (EC to be provided by Company)	X		X	
B. GENERAL-II					
1	Base / Well site camp complete in all respect i.e. furniture fixture etc.	X		X	
2	Accommodation and food for all of Contractor's and its contractor's and subcontractor's personnel and up to 10 Company and Company's third-party personnel per day.	X		X	
3	Accommodation and food for Company's personnel and Company's third-party personnel in excess of 10 per day.		X	X	
4	Potable water for rig and camp – only for drinking, bathing and cooking purposes	X		X	
5	Load and offload Company's and Company's sub-contractor equipment and materials at rig site and camp	X		X	
6	Load and offload and transportation of Company's /Company's sub-contractors equipment and materials during inter-location moves to a maximum of 10 loads	X		X	
7	Supply of additional labour for cleaning pits, cuttings and other related work	X		X	
8	All safety equipment and gears as per Contract	X		X	
9	Necessary IT equipment.	X		X	
10	Electrical and air supply to Company and Company's sub-contractor's Equipment	X		X	
11	All housekeeping services and supplies	X		X	
12	First aid medical attention by a qualified medic on the Drilling Unit for all personnel on board	X		X	
13	Emergency medical treatment for Contractor's, Company's and Company's sub-contractor's Personnel	X		X	
14	Ambulance with all necessary medical facilities	X		X	
15	Mobile V-sat 3G/4G communication system capable of transmitting online data (for all subcontractors of Company).	X		X	
16	Security arrangement / facility at rig and campsite.	X		X	
17	Welding for Company's sub-contractors work within a reasonable request	X		X	
18	Welding for Company's sub-contractors work		X	X	

Sl. No.	ITEM	At Expense of		Supplied by	
		C	O	C	O
	beyond a reasonable request that will be mutually agreed between the both the Parties.				
C. RIG & EQUIPMENT-I					
1	Complete Rig Unit with hoisting, rotating, safety & maintenance equipment according to international practice.	X		X	
2	Top Drive System with all accessories				
3	BOPs, Spools, its attachments & spares	X		X	
4	BOP testing equipment and accessories	X		X	
5	Choke & kill unit & connections	X		X	
6	Kill pump, tank, lines and attachments	X		X	
7	Vacuum Degasser	X		X	
8	BOP Control Unit and accessories	X		X	
9	Well control accessories	X		X	
10	Drill pipe, drill collar, HWDP including all required non consumable tubular.	X		X	
11	Lifting subs	X		X	
12	All sizes & capacity of elevators, slips, tongs, clamps, (manual & hydraulic) for handling drilling string	X		X	
13	All sizes & capacity of elevators, slips, tongs, safety clamps, (manual & hydraulic) for handling tubing string	X		X	
14	Kelly (s)	X		X	
15	Rotary substitute of all sizes	X		X	
16	All Fishing tools & their spares for contractor's string/tools	X		X	
17	Pneumatic Kelly spinner	X		X	
18	Drill pipe/tubing spinner	X		X	
19	Elevator links	X		X	
25	Bit breaker, thread protector, nozzle gauge, & bit gauge	X		X	
26	Air winch (s)	X		X	
27	Fishing tools required for other than Contractor's string	X		X	
28	RCJB, Junk subs, fishing magnets, ditch magnets, impression blocks, junk mills, overshots etc.	X		X	
29	All sizes of casing scrapper & rotovert as per casing programme	X		X	
30	Circulating heads	X		X	
31	Poor boy swivel	X		X	
32	Mud basket	X		X	
33	Back pressure valves of required rating	X		X	
34	Risers	X		X	
35	Rig warehouse & workshops	X		X	

Sl. No.	ITEM	At Expense of		Supplied by	
		C	O	C	O
36	Complete set of tools & wrenches	X		X	
37	Flow /bell nipple & flow branch/flow line	X		X	
38	water pump, suitable capacity	X		X	
39	All kind of mud agitators	X		X	
41	MVT & flow fill indicator	X		X	
42	Cabin for mud attendant.	X		X	
43	Emergency electricity generator at well site & camp	X		X	
44	Store house	X		X	
45	All drilling/rig instruments & recorders	X		X	
46	All bunk houses at well site & camp with all items mentioned in this tender.	X		X	
47	Firefighting & safety equipment	X		X	
48	Shut in valves	X		X	
49	Welding set up for all contractor's work	X		X	
50	Cellar Pump	X		X	
51	Rig compressor (including auxiliary)	X		X	
52	Mud making/loading facilities at drill site complete with reciprocating pumps, prime movers, hoppers, tankages, jet shearing devices etc.	X		X	
53	Mud/brine & water system inclusive of active intermediate & storage tanks	X		X	
55	Equipment required for generating electricity at the site, camp	X		X	
56	Rig lighting	X		X	
57	Lines / Chiksans / Fittings	X		X	
58	Cranes, trailers and forklifts etc. as per tender	X		X	
59	Any additional crane, trailers & forklift required to carry out normal drilling operations & during rig move, rig up & rig down.	X		X	
60	Required wire lines & ropes	X		X	
61	All firefighting and safety equipment	X		X	
62	Full opening stabbing valves (FOSV) of required rating	X		X	
63	Office for Company's personnel at well site complete in all respect	X		X	
64	Permanent provision of drinking water at well site & camp	X		X	
65	Rig washer	X		X	
66	Bug Blower	X		X	
67	Air pump	X		X	
68	Kelly cocks, upper & lower (of required rating)	X		X	
69	Float subs for each size of drill collar	X		X	
70	Float valves	X		X	
71	Inside BOP for each size of drill pipe	X		X	
72	Equipment not specified but required for	X		X	

Sl. No.	ITEM	At Expense of		Supplied by	
		C	O	C	O
	Contractor's/company's normal operations				
73	Equipment not specified but required for Company's additional requirements		X	X	
74	Cup testers	X		X	
D. RIG & EQUIPMENT-II					
1	Inspection of Contractor's drill pipe, drill collars, HW Drill Pipe and other in-hole equipment according to DS-1 Category 3 standards before operations commence under this Contract.	X		X	
2	Inspection of Contractor's drill pipe, drill collars, HW Drill Pipe and other in-hole equipment according to DS-1 Category 3 standards after operations commence under this Contract at reasonable intervals requested by Company.	X		X	
3	Repair and/or replacement parts for Contractor furnished equipment & tools.	X		X	
4	Drill string and handling equipment inspection before commence date.	X		X	
5	Replacement of elements for Contractor's ram and annular preventers	X		X	
7	Electrical and air supply to Company and Company's sub-contractor's Equipment	X		X	
8	Waste storage, removal and disposal (excluding mud/well-fluid and drill cuttings) at drill site and camp	X		X	
9	Effluent disposal generated by contractor's equipment	X		X	
E. CONSUMABLES					
1	Oil, greases, lube, cleaning solvent, hydraulic fluid and accumulator charging gases for Contractor's equipment	X		X	
2	<u>Drill water</u> (as required by Company's Mud and Cementing Engineers) for drilling, mud/brine preparation, rig cleaning & cementing including laying of lines etc.	X		X	
3	Drill pipe protectors (one per joint inside casing) on Contractor's drill pipe. All additional rubbers or replacement rubbers.	X		X	
4	Casing protectors for as per casing programme.				
5	Kelly saver-sub rubbers and replacements for kellys furnished by Contractor.	X		X	
6	Drill pipe wipers				
7	Screens for shale shakers.				
8	Air, water, electricity, fuel (HSD) and other POL for the rig site and camp including laying of lines etc for all the Contractor's equipment including Contractor's vehicles	X		X	

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

Sl. No.	ITEM	At Expense of		Supplied by	
		C	O	C	O
8	Coring Services including supply of core barrels. Core heads with all accessories and handling tools.				
9	Mud Logging Services				
10	Casing & Tubing Running in with torque turn Services				
11	Wireline Logging & TCP Services.				
12	Liner Hanger Services including supply of handling/ setting tools and liner hanger accessories				
13	Cased hole DST Services				
14	Cold Casing Cutting Services				
15	Procurement and supply of BITS		X		X
16	Procurement and supply of casings, liners and tubing				
17	Procurement and supply of well heads				
18	Casing handling, servicing, drifting, measuring, thread cleaning and centralizer installation on the Drilling Unit				
19	Handling (loading & unloading) and storage of Company's, contractor's & subcontractor's materials at drill site.	X		X	
20	Transportation of entire Rig unit with accessories between locations (inter-location move)	X		X	
21	Inter-location movement of company's equipment attached with the rig.	X		X	
22	Transportation of contractor personnel. All transportation of Contractor's expatriate / National personnel between point of hire and place of residence in country of operation or other agreed point.	X		X	
22 A	Land, Air, Rail transportation of Contractor's local and expatriate personnel to Drilling rig.	X		X	
22B	Automobile transportation for Contractor's personnel at base / camp as deemed necessary	X		X	
23	Collection of bits, light consumables and transportation of same including handling to well site.	X		X	
24	Communication service	X		X	
25	Medical facilities at well site	X		X	
26	Well head installation (BOP, Production & other equipment)	X		X	
27	Handling of all Company equipment at the drilling locations	X		X	
28	BOP testing services	X		X	

Sl. No.	ITEM	At Expense of		Supplied by	
		C	O	C	O
29	Maintenance of contractor's equipment.	X		X	
30	Well killing services	X		X	
31	Services required for deletion of faulty equipment	X		X	
32	Drilling Effluent water disposal services		X		X
33	Camp Sewage & waste disposal services	X		X	
34	Computation and record keeping services	X		X	
35	Degassing, Desanding services	X		X	
36	Catering services	X		X	
37	Medical Services	X		X	
38	Ambulance services	X		X	
39	Firefighting services	X		X	
40	Services of Personnel	X		X	
41	Services not hereto fore designated but required by Contractor in normal operations or needed to maintain & operate contractor's equipment.	X		X	
42	Services not indicated but required due to directions of the Company	X		X	
43	Any services not designated and have any disputes – to be mutually agreed between both the Parties	X		X	

Name of the authorised signatory: -----

Designation: -----

Name of the bidder/firm/service provider: -----

ANNEXURE-II

PROFORMA FOR BIO DATA OF KEY PERSONNEL

- 1. NAME:**
- 2. FATHER'S NAME:**
- 3. PRESENT ADDRESS:**
- 4. PERMANENT ADDRESS:**
- 5. NATIONALITY:**
- 6. PASSPORT NO. AND VALIDITY:
(IN CASE OF EXPATRIATE)**
- 7. DESIGNATED POST:**
- 8. EDUCATIONAL QUALIFICATION:**
- 9. DATE OF BIRTH:**
- 10. EXPERIENCE IN REVERSE ORDER:**

Name of the Authorized Signatory: _____

Name of the Firm/Service Provider/Bidder: _____

ANNEXURE-III

DETAILS OF ELECTRICAL EQUIPMENT USED IN RIG

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

Name of the Authorized Signatory: _____

Name of the Firm/Service Provider/Bidder: _____

ANNEXURE-IV

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

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

Name of the Authorized Signatory: _____

Name of the Firm/Service Provider/Bidder: _____

ANNEXURE-V

PROFORMA UNDERTAKING FROM CONTRACTOR'S PERSONNEL

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

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

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

Signature

Place:

Date:

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

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

List of Independent Inspection Agencies
(Refer clause 8.0, BEC, Part-2 of Tender)

Sl. No.	Name of Independent Inspection Agency	Contact E-mail ID
i.	M/s. RINA India Pvt. Ltd.	a. ssd@rina.org b. Andrea.Vattuone@rina.org
ii.	M/s. Dr. Amin Controllers Pvt. Ltd.	a. rkjain@rcaindia.net b. info@rcaindia.net
iii.	M/s. Germanischer Lloyd Industrial Services GmbH (DNV GL- Oil & Gas)	a. mangesh.gaonkar@dnvgl.com
iv.	M/s. TÜV SÜD South Asia Pvt. Ltd.	a. Jaimin.Bhatt@tuv-sud.in b. sanjaykumar.singh@tuv-sud.in c. Pankaj.Narkhede@tuv-sud.in d. Ajit.Yadav@tuv-sud.in
v.	M/s. IRCLASS Systems and Solutions Private Limited	a. abhishek.singh@irclass.org b. pradeep.bansal@irclass.org c. Asim.Hajwani@irclass.org d. Amit.Ketkar@irclass.org e. industrial_services@irclass.org
vi.	M/s. Gulf Lloyds Industrial Services (India) Pvt. Ltd.	a. contact@gulflloyds.com b. bbhavsar@gulflloyds.com c. inspection@gulflloyds.com d. gulflloyds.india@gmail.com
vii.	M/s. TUV India Private Limited	a. salim@tuv-nord.com b. delhi@tuv_nord.com
viii.	M/s. TÜV Rheinland (India) Pvt. Ltd.	a. Shailesh.Deotale@ind.tuv.com b. ravi.kumar@ind.tuv.com c. rupeshkumar.singh@ind.tuv.com d. Neeraj.Chaturvedi@ind.tuv.com
ix.	M/s. Bureau Veritas (India) Private Limited	a. udit.chopra@bureauveritas.com b. vishal.sapale@bureauveritas.com c. dinesh.sukhramani@bureauveritas.com d. p.sridhar@bureauveritas.com e. hariprasad.jhawar@bureauveritas.com f. amit.shaw@bureauveritas.com g. business.support@bureauveritas.com h. labhanshu.sharma@bureauveritas.com i. pramodkumar.yadav@bureauveritas.com j. sonal.lad@bureauveritas.com k. bvindia.corporate@in.bureauveritas.com

PROFORMA - A

Tender No. CEI6835P22

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

Sr l#	Item Description	Qty /Unit	Rate	Total	Freight & Insurance	CIF Value	Port & other charge	Landed Cost	Is it re-exportable? YES or NO	Year of Mfg.	HSN Code
A	B	C	D	E = C x D	F	G = F + E	H	I = G+H	J	K	L

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

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

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

Authorized Person's Signature: _____**Name:** _____**Seal of the Bidder:**

PROFORMA-B**PRICE SCHEDULE****[For 01 No. of 1000 HP (MINIMUM) Drilling Rig Package for KG Basin]**Tender No.: **CEI6835P22**

Quotation No.: _____

Name and type of the Service Rig offered: _____

Currency of Quote : INR

Validity of Bid: _____

A. RATES:**CURRENCY: INR**

Sl. No.	Particular	Unit	Qty. (a)	UNIT RATE (b)	TOTAL AMOUNT (a*b)	GST % (c)	Amount including GST (d)
1	Mobilization Charges (Lumpsum), (M)	Lumpsum	1				
2	Demobilization Charges (lumpsum), (D)	Lumpsum	1				
3	Rig Operating Day Rate (ODR)	Day	94				
4	Rig Repair Day Rate (RDR) (Shall not be more than 60% of ODR)	Day	6				
5	Fixed Charge (Lumpsum) per Rig Move to Cluster location (ILM0).	Lumpsum	1				
6	Fixed Charge (Lumpsum) per rig move up to 50 Km. (ILM1)	Lumpsum	3				
7	Per Kilometrage charges for rig movement in excess of 50 Km. (K)	Kilometer	50				
8	Base camp shift charge (BCM)	Lumpsum	3				
9	Cement and Cement Additives (CMT)						
a	API Class 'G' Cement	MT	70				
b	Defoamer	Gal	10				
c	Low Temperature Fluid loss controller	KG	420				
d	High Temperature Fluid loss controller	KG	200				
e	Cement friction reducer	KG	420				
f	Low Temperature Retarder	KG	150				
g	High Temperature Retarder	KG	60				
h	Gas Block additives	KG	1200				

i	Anti-Settling Agent	Gal	15				
j	Silica	MT	10				
k	Spacer additives	KG/KL	1000				
l	Surfactant	KG	500				
10	Mud Chemicals and Mud Additives (MC)						
a	Bentonite	MT	50				
b	Barytes	MT	320				
c	Caustic soda	KG	1600				
d	Guargum	KG	1300				
e	CMC (HVG)	KG	3200				
f	CMC (LVG)	KG	3200				
g	PAC-R	KG	1600				
h	XC polymer	KG	3200				
i	Resinated lignite	KG	1600				
j	Biocide	Liter	1000				
k	Defoamer	Liter	350				
l	Sodium Bicarbonate (Soda Ash)	KG	650				
m	Lime	KG	500				
n	Linseed Oil	Liter	1000				
o	PAC-SL	KG	1600				
p	Corrosion Inhibitor	Liter	500				
Total estimated Contract Price of Rig Package along with associated services and manpower for Six months inclusive of all taxes and duties (for Bid evaluation/comparison)							

Sl. No.	Particular	Unit	UNIT RATE (excluding GST)	GST %
11	Force Majeure Day Rate (FMDR) (Shall not be more than 50% of ODR)	Day rate		
12	Stack Day Rate (STDR) (Shall not be more than 60% of ODR)	Day rate		
13	Non-operating Day Rate (SDR) (Shall not be more than 90% of ODR)	Day rate		

B.1. During the Inter Location Movement from one location to another, only “INTER LOCATION MOVEMENT CHARGES” will be paid. No Service Day Rates will be paid during Inter Location Movement (period from Rig Release to Rig ready for operation at next well).

- B.2. Number of days & ILMs & Kilometer indicated in the above format are for evaluation purpose only. Payment towards these components shall be made as per actuals.
- B.3. The quantities indicated in the above format against “Cement and Cement Additives” are for evaluation purpose only. However, quantities may vary in actual as per Company’s requirement and payment will be made on actuals only.
- B.4. The quantities indicated in the above format against “Mud Chemicals and Mud Additives” are for evaluation purpose only. However, quantities may vary in actual as per Company’s requirement and payment will be made on actuals only.
- C. **Concessional Customs Duty & GST:** In terms of Sl. No. 404 of the Customs Notification No.50/2017-Cus dated 30.06.2017, imports of the items specified in List 33 of the Notification are subject to levy of concessional rate of customs duty @5% (Basic Customs Duty Nil & IGST @5%) subject to conditions specified therein (Condition No. 48). However, this is subject to change as per Government guidelines and the provisions ruling at the time of tender closing will be applicable. Similarly, the domestic supply of such goods would attract 5% GST (i.e. IGST or CGST & SGST/UTSGT) on submission of EC in terms of GST Notification No. 03/2017.

Name of the Authorized Signatory: _____

Name of the Firm/Service Provider/Bidder: _____

PROFORMA-B1**INFORMATION IN THIS PRICE BID PROFORMA ARE REQUIRED IN CASE, OIL
AT ITS DISCRETION, WANTS TO UTILISE THE ITEMS/SERVICES**

1. FOOD AND ACCOMMODATION PER PERSON IN ADDITION TO 10 PERSONS:		
A	BREAKFAST	Rs. _____/ DAY
B	LUNCH	Rs. _____/ DAY
C	DINNER	Rs. _____/ DAY
D	ACCOMMODATION	Rs. _____/ DAY
2. INDEPENDENT TRANSPORT FLEET OPERATING CHARGE INCLUDING APPROPRIATE CREW AND POL		
A	HEAVY DUTY 50 T CRANE, PER HOUR (IF ANY)	Rs. _____
B	MEDIUM DUTY CRANE, PER HOUR	Rs. _____
C	OILFIELD TRUCK, PER HOUR	Rs. _____
D	LONG TRAILER WITH TRACTOR, PER HOUR	Rs. _____
E	FORK LIFT, PER HOUR	Rs. _____
3. OFFICE BUNK HOUSE WITH ACCESSORIES, PER DAY		Rs. _____
4. LIVING BUNK HOUSE WITH ALL ACCESSORIES, PER DAY		Rs. _____

Note:

Prices under Proforma-B1 will not be considered for bid evaluation. Prices are to be quoted excluding GST which shall be extra to Company's account.

Name of the Authorized Signatory: _____

Name of the Firm/Service Provider/Bidder: _____

PROFORMA-B2**FOR MANPOWER SERVICES**

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

Position	Total per day	Off	Allocated per Rig (a)	Unit	Unit Rate (Rs.) (excluding GST) (b)	Total Amount (Rs.) (a*b)
Rig Manager/ Superintendent	1	-	1	No		
Tool pusher	1	1	2	Nos		
Tour Pusher/Night Tool Pusher	1	1	2	Nos		
Driller	2	2	4	Nos		
Assistant Driller	2	2	4	Nos		
Derrick men	2	2	4	Nos		
Roughneck/Floorman	8	8	16	Nos		
Ch. Mechanic	1	1	2	Nos		
Ch. Electrician	1	1	2	Nos		
Mechanic	1	1	2	Nos		
Electrician	1	1	2	Nos		
Cementing Personnel	1	1	2	Nos		
Drilling Fluid / Mud Engineer	1	1	2	Nos		
BHP Operator	1	1	2	Nos		
Compressor operator/mechanic	1	1	2	Nos		
BHP Work personnel	4	4	8	Nos		
Welder	1	1	2	Nos		
HSE Officer	1	1	2	Nos		
Doctor	1	1	2	Nos		
Crane Operator	1	1	2	Nos		
Forklift Operator	1	1	2	Nos		
Roustabout/ unskilled labour	8	8	16	Nos		

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

Name of the Authorized Signatory: _____

Name of the Firm/Service Provider/Bidder: _____

BID FORM

To
Chief General Manager (KGB&BEP)
Oil India Limited
KG Basin Project
Kakinada

Sub: IFB No. CEI6835P22

Gentlemen,

Having examined the General and Special Conditions of Contract and the Terms of Reference including all attachments thereto, the receipt of which is hereby duly acknowledged, we the undersigned offer to perform the services in conformity with the said conditions of Contract and Terms of Reference for the sum of _____ (Total Bid Amount in words and figures) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to commence the work within (_____) days calculated from the date of issue of Letter of Award (LOA).

If our Bid is accepted, we will obtain the guarantee of a bank in a sum not exceeding 3% of estimated contract value for the due performance of the Contract.

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

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

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

Dated this _____ day of _____ 20__.

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

CERTIFICATE OF COMPLIANCE WITH RESPECT TO BEC

We _____ (Name of the bidder) hereby confirm that all the conditions given in the Bid Evaluation Criteria (BEC) of the Bid document of Tender No. CEI6835P22 are acceptable to us and we have not made any deviations from the same or put forward any additional condition in our offer in this respect. It is also confirmed that the supporting documents with regard to Eligibility Criteria of the bidder, laid down in the Bid Document are duly submitted in the “Technical RFX Response” containing the Techno-commercial Bid.

Name of the Authorized Signatory: _____

Name of the Firm/Service Provider/Bidder: _____

PROFORMA-E

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

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

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

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

Name of the Authorized Signatory: _____
Name of the Firm/Service Provider/Bidder: _____

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

PROFORMA-F

BID SECURITY DECLARATION

IFB No.: CEI6835P22

To

Chief General Manager (KGB&BEP)
Oil India Limited
KG Basin Project
Kakinada

We hereby accept that if we withdraw or modify our bid during the period of its validity or in the event of award of contract, we fail to sign the contract or submit performance security within the deadline as defined in the tender document, Oil India Limited will suspend us for a period of two years without conducting any enquiry.

For M/s _____ (name of the firm here)

Signature of Authorized

Signatory Name: _____

Designation: _____

Phone No.: _____

Place: _____

Date: _____

(Affix Seal of the Organization here, if applicable)

FORM OF PERFORMING BANK GUARANTEE

To:
M/s. Oil India Limited
KG Basin Project
Kakinada

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

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

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

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

This guarantee is valid until the _____ day of _____

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

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

B. Controlling Office:

Address of the Controlling Office of the BG issuing Bank:

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

Notwithstanding anything contained herein:

- a) Our liability under this Bank Guarantee shall be restricted up to Rs.
- b) This guarantee shall be valid till
- c) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before(Date of Expiry of BG PLUS one year claim period).
- d) At the end of the claim period that is on or after (Date of expiry of the Bank Guarantee Plus Minimum of 1 year claim period shall be stipulated) all your rights under this Guarantee shall stand extinguished and we shall be discharged from all our liabilities under this Guarantee irrespective of receipt of original Bank Guarantee duly discharged, by Bank.

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

SIGNATURE AND SEAL OF THE GUARANTORS _____
Designation _____
Name of the Bank _____
Address _____

CONTRACT FORM

This Contract is made on ____ day of _____ between Oil India Limited, a Government of India Enterprise, incorporated under the Companies Act 1956, having its registered office at Duliajan, Assam and one of its Project Offices at D. No. 11-4-7, Nookalamma Temple Street, Ramarao Peta, Kakinada-533004, Andhra Pradesh, hereinafter called the "Company" which expression unless repugnant to the context shall include executors, administrators and assignees on the one part, and M/s. _____ (Name and address of Contractor) hereinafter called the "Contractor" which expression unless repugnant to the context shall include executors, administrators and assignees on the other part,

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

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

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

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

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

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of Contract referred to.

2. In addition to documents herein above, the following Sections and Annexure attached herewith shall be deemed to form and be read and construed as part of this Contract viz.:

- a) General Conditions of Contract, (Part-3, Section-I)
- b) Scope of Work/Terms of Reference/Technical Specification, (Part-3, Section-II)
- c) Special Conditions of Contract, (Part-3, Section-III)
- d) Schedule of Rates, (Part-3, Section-IV)
- e) Estimated CIF value of items at the time of import, (Proforma-A)
- f) Price Schedule Format, (Proforma-B, B1 & B2)
- g) LOA

- h) Performance Security
- i) Integrity Pact

3. In consideration of the payments to be made by the Company to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Company to provide the Services and to remedy defects therein in conformity in all respect with the provisions of this Contract.

4. The Company hereby covenants to pay the Contractor in consideration of the provision of the Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of this Contract at the times and in the manner prescribed by this Contract.

IN WITNESS thereof, each party has executed this contract at Kakinada as of the date shown above.

Signed, Sealed and Delivered,

For and on behalf of
Company (Oil India Limited)

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

Name:
Status:

Name:
Status:

In presence of
1.
2.

In presence of
1.
2.

* Bidders are NOT required to complete this form.

PROFORMA LETTER OF AUTHORITY

TO
Chief General Manager (KGB&BEP)
Oil India Limited
KG Basin Project
Kakinada

Sir,

Sub: OIL's IFB No. CEI6835P22

We _____ confirm that Mr. _____ (Name and address) is authorised to represent us to Bid, negotiate and conclude the agreement on our behalf with you against Tender Invitation No. _____ for hiring of services for _____.

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

Yours Faithfully,

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

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

AUTHORISATION FOR ATTENDING BID OPENING

Date: _____

TO
Chief General Manager (KGB&BEP)
Oil India Limited
KG Basin Project
Kakinada

Sir,

Sub: OIL's e-Tender No. CEI6835P22

We hereby authorise Mr. /Ms. _____ (Name and address) to be present at the time of Pre-Bid Meeting / Un-priced Bid Opening / PriceBid Opening and for any subsequent correspondence / communication of the above Tender due on _____ on our behalf.

Yours Faithfully,

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

Note: This letter of authority shall be on printed letter head of the Bidder and shall be signed by a person who signs the bid.

INTEGRITY PACT

Between

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

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

Preamble:

The Principal intends to award, under laid down organizational procedures, contract/s for services under Tender **No. CEI6835P22**. The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

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

Section: 1 -Commitments of the Principal

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

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

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

Section: 2 -Commitments of the Bidder/Contractor

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

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

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

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

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

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

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

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

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

1. If the Bidder/Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder/Contractor from future contract award processes.

The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressions within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.

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

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

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

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

Section 4 -Compensation for Damages

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

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

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

Section 5 -Previous transgression

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

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

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

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

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

Section: 8 -External Independent Monitor/Monitors

1. The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.
3. The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality.

4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the Independent External Monitor shall give an opportunity to the bidder / contractor to present its case before making its recommendations to the Principal.

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

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

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

Section:9 -Pact Duration

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

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

Section:10 -Other provisions

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

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

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

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

D. MISHRA
SR. OFFICER (C&P)
(For the Principal)
Place: Kakinada
Date: 23.04.2021

(for the Bidder/Contractor)

Witness 1 :

Witness 2 :

PROFORMA-K

CERTIFICATE OF ANNUAL TURNOVER & NET WORTH

[TO BE ISSUED BY PRACTISING CHARTERED ACCOUNTANTS' FIRM ON THEIR LETTER HEAD]

TO WHOM IT MAY CONCERN

This is to certify that the following financial positions extracted from the audited financial statements of M/s... .. (Name of the Bidder) for the last three (3) completed accounting years up to (as the case may be) are correct.

YEAR	TURN OVER In INR Crores	NET WORTH In INR Crores

Place :

Date:

Seal:

Membership No ..

Registration Code:

Signature :

**To
CGM-KGB&BEP
OIL INDIA LIMITED
Kakinada**

SUB: SAFETY MEASURES FOR CONTRACT NO. _____

DESCRIPTION OF WORK/ SERVICE:

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 authorised 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.

(Seal)
Date_____

Yours faithfully,

(for & on behalf of Contractor-----)

PROFORMA-M

**FORMAT OF UNDERTAKING BY BIDDERS TOWARDS SUBMISSION OF AUTHENTIC
INFORMATION/DOCUMENTS**

(To be typed on the letter head of the bidder)

Ref. No. _____

Date _____

To,
Chief General Manager (KGB&BEP)
Oil India Limited
KG Basin Project
Kakinada

Sub: Undertaking of authenticity of information/documents submitted

Ref: Your tender No. CEI6835P22

Sir,

With reference to our quotation against your above-referred tender, we hereby undertake that no fraudulent information/documents have been submitted by us.

We take full responsibility for the submission of authentic information/documents against the above cited bid.

We also agree that, during any stage of the tender/contract agreement, in case any of the information/documents submitted by us are found to be false/forged/fraudulent, OIL has right to reject our bid at any stage including forfeiture of our EMD and/or PBG and/or cancel the award of contract and/or carry out any other penal action on us, as deemed fit.

Yours faithfully,
For (type name of the firm here)

Signature of Authorised Signatory

Name :

Designation :

Phone No.

Place :

Date :

(Affix Seal of the Organization here, if applicable)

PROFORMA-N

Format for Undertaking by Bidders towards compliance of office memorandum
F.No. 6/18/2019-PPD dated 23rd July, 2020 (Public Procurement no. 1) issued by Department of
Expenditure, Ministry of Finance, Govt. of India

(To be typed on the letter head of the bidder)

Ref. No _____

Date _____

Tender No. CEI6835P22

Oil India Limited
KG Basin Project
Kakinada

Dear Sirs,

We, M/s _____, have read the clause regarding restrictions on procurement from a country which shares a land border with India and on sub-contracting to contractors from such-countries, we certify that we are not from such a country/or if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. We hereby certify that we fulfil all requirements in this regard and is eligible to be considered.

Yours faithfully,

For (type name of the firm here)

Signature of Authorized Signatory

Name:

Designation:

Phone No.

Place:

Date:

(Affix Seal of the Organization here, if applicable)

Note: This form should be returned along with offer duly signed.

BEC (TECHNICAL) COMPLIANCE MATRIX

Tender No. CEI6835P22	
Name & complete Address of Bidder:	Name & complete Address of Technical Collaborator / Joint Venture Partner (as applicable)
Phone No.:	Phone No.:
Fax No.:	Fax No.:
E-Mail:	E-Mail:
Legal Constitution & Date of Incorporation / Commencement of Business:	Legal Constitution & Date of Incorporation / Commencement of Business:

Bidder to indicate the following brief details regarding the Rig(s) quoted as under:

Brief Details Sought	To Be indicated by Bidder
No. of options quoted	
Whether rigs are owned /proposed purchase or Leased basis (to be given for each options of rigs quoted)	
Year of Manufacturer (to be given for each options of rigs quoted)	
Present location of Rig (to be given for each options of rigs quoted)	

TECHNICAL			
BEC Cl. No.	Clause	Bidder to indicate CONFIRMED / NOT CONFIRMED in Indelible Ink, against each Clause / Sub-Clause	Bidder to indicate the relevant Page No. of their Bid (for supporting Document, etc.), corresponding to each clause.
I	BID EVALUATION CRITERIA (BEC): The bid shall conform generally to the specifications and terms and conditions given in this bid document. Bids shall be rejected in		

	case the services offered do not conform to required parameters stipulated in the technical specifications. Notwithstanding the general conformity of the bids to the stipulated specifications, the following requirements will have to be particularly met by the Bidders without which the same will be considered as non-responsive and rejected.		
A	TECHNICAL: The bidder must meet the following criteria failing which offer shall be rejected: -		
1.0	DRILLING RIG:		
1.1	The Bidder shall be in possession of the Rig offered as per Terms of Reference/Technical Specification either owned or leased. In case the Bidder is not in possession of the Rig at the time of submission of bid, they may offer a Rig for which they have an agreement for lease /buy.		
1.1.1	<u>Identification of rig:</u>		
(a)	All the Bidders are required to identify the Rig at the time of submission of bid with documentary proof thereof, confirming availability of the Rig for this contract.		
(b)	In case owner of the Rig himself is the Bidder, owner himself shall furnish the certificate confirming availability of the Rig for this contract.		
(c)	In case of leased Rig / proposed purchase of Rig, the Bidders who do not own the Rig at the time of submission of bid, are required to submit along with un-priced bid, i.e. Technical bid, the original Memorandum of Understanding / Agreement of lease / purchase of Rig, concluded with the owner of the Rig, especially for this tender, with		

	documentary proof of ownership of the Rig in the form of registration certificate of the Rig. The above MOU / Agreement must be valid throughout validity of the Bid. In case of leased Rig, the successful Bidder shall be required to keep the MOU / Agreement valid for the period of contract and any extension thereof.		
(d)	The MOU/Agreement must be on a non-judicial stamp paper.		
(e)	Bidder may identify more than one rig against tender requirement, giving complete technical details for evaluation along with copy of MOU/ Agreement for this Tender. Bidders will have to mobilize the rig out of these identified rigs, which are found acceptable to the Company.		
(f)	Bidder would not be allowed to substitute the Rig once offered by them in their Bid during the period of bid validity.		
(g)	Offers with identified Rigs but with the condition “subject to availability” may be considered for techno-commercial evaluation. The Bidders, however, shall have to confirm the availability of the rig one day prior to price bid opening. The date of price bid opening will be intimated to the Bidder subsequently. Bidders, who fail to confirm availability of the Rig, will not be considered for price bid opening and would not be considered for award of Contract also.		
1.2	Rig Capacity: The horsepower rating of the Rig offered should be 1000 HP (minimum). Further, the Rig offered should be self-propelled/trailer-mounted, Mobile Diesel Electric or Mobile Diesel Mechanical having telescoping mast with sub-structure (as per API standard). The detail of the Rig is given in Scope of Work (SOW) of the Tender Document. Bidders must		

	confirm compliance of the same.		
1.3	<p>Residual Life: The Drilling Unit offered shall have a residual life of minimum 2(two) years as on the Bid Closing Date (BCD) of the Tender. The Bidder's declaration on the present condition of the offered drilling unit and its residual life along with a certificate issued by an internationally reputed inspection and certification agency listed in Para 1.4.2 below to this effect shall be submitted along with the Technical Bid. The certificate shall clearly indicate the residual life broadly of the mast & sub-structure, choke and kill manifold, all engines, draw-works, rotating system, hoisting system, mud pumps, tackle system, BOPs, service engine and pump, control of PCRs (viz. SCR/VFD house, MCC etc.), drilling alternators, drilling and auxiliary motors, cable system etc. and as a whole. In case offer is made for a brand-new Rig the certificate for residual life is not necessary.</p>		
1.4	Inspection of Rig package:		
1.4.1	The Company reserves the right to inspect the complete Rig Package either prior to mobilization or issuance of LOA or during evaluation stage itself to assess the suitability. The Bidders have to give consent on the same.		
1.4.2	<p>The Bidder should agree or confirm in respect of submitting a certificate in original prior to mobilization from any one of the following 3rd party inspection agencies and any expenditure in this regard shall be borne by the Bidder.</p> <p>(a) DNV (b) BV</p>		

	(c) Lloyds Register Drilling Integrity Services (LRDIS). (d) Oil Field Audit & Service Inc. (e) OES Equipment LLC, India		
	<p>NOTE: The certificate should clearly indicate and confirm without any ambiguity the following:</p> <p>(i) Name and address of the owner of the Rig after due verification of documents.</p> <p>(ii) Confirmation that the Rig meets the technical specification as laid down in the Tender Document.</p> <p>(iii) Make, Model, Capacity / Rating, Year of Manufacture etc. as inspected for each critical / major components of Rig along with duly filled-in all necessary Proforma, Annexures etc. enclosed in the Tender Document.</p> <p>(iv) In case of new Rig, the Bidder should submit a certificate in original from the manufacturer along with the Technical Bid. The certificate from manufacturer should also clearly indicate the committed date of readiness of the Rig for shipment.</p>		
1.5	The offered Rig Package should be capable of fulfilling “Scope of Work” and conforming to the technical specification as laid down in the Bid Document. The offered Rig must be suitable for cluster location (1 + 1 Wells). Spacing between wells at surface on cluster well plinth is 10m (approx). Bidders must confirm compliance of the same.		
1.6	<p>Mobilization: Offers indicating mobilization time more than 150 (One hundred fifty) days from the</p>		

	date of issuance of LOA will be summarily rejected. However, Bidders are advised to indicate their best possible mobilization period (less than 150 days) in their Bids.		
2.0	EXPERIENCE: The Bidder must have the following experience during the last seven (07) years reckoned from the original Bid Closing Date (BCD) of this tender:		
(a)	Minimum one (1) year continuous experience of providing drilling /workover services with minimum 750 HP capacity Mobile Drilling Rig on charter hire basis.		
(b)	Drilling/workover services of at least 3 (three) nos. oil/gas wells, using 10M BOP stack, with Drilling Rig of minimum 750 HP capacity.		
2.1	Indian Company/Indian Joint Venture Company as bidder: In case the bidder is an Indian Company/Indian Joint Venture Company, either the Indian Company/Indian Joint Venture Company or its Technical Collaborator/Joint venture partner must meet the criteria under clause 2.0 above.		
(a)	Details of experience and past performance of the bidder or the collaborator (in case of collaboration) or of joint venture partner (in case of a joint venture), on works/jobs done of similar nature in the past are to be submitted along with the Technical Bid, in support of the experience criteria laid down above (Similar nature means providing the Drilling Rig Package Services with crew).		
(b)	MOU/ Agreement concluded by the bidder with technical collaborator / joint venture partner (in case of		

	Joint Venture), must also be addressed to the Company, clearly stating that the MOU /Agreement is applicable to this tender and shall be binding on them for the entire contract period. Notwithstanding the MOU / Agreement, the responsibility of completion of job under this contract will be with the bidder.		
(c)	The MOU/Agreement should be legally valid i.e. it should be on a non-judicial stamp paper.		
2.2	In case the Bidder is a Consortium of Companies, the following requirements must be satisfied by the Bidder:		
(a)	The leader of the consortium can submit bid on behalf of consortium of bidders. Memorandum of Understanding (MOU) between the consortium members duly executed by the CEOs or authorized representative of the consortium members, addressed to OIL, must accompany the bid which should clearly define role/scope of work of each partner/member and should clearly define the leader of the consortium and also authorizing the leader for signing and submission of Bid on their behalf. Memorandum of Understanding (MOU) must also state that all the members of consortium shall be jointly and severally responsible for discharging all obligations under the contract. However, the leader of the consortium must submit an undertaking along with the technical bid towards unconditional acceptance of full responsibility for executing the 'Scope of Work' of this bid document. In case of award, such MOU shall be kept valid through the entire contract period, including extension, if any. The		

	leader of the Consortium should satisfy the minimum experience requirement as per clause 2.0 above.		
(b)	Only the leader of the consortium shall buy the bid document and submit bid on behalf of the consortium. The other members of the consortium shall ratify all the acts and decision of the Leader of the Consortium, which are taken in connection with and/or during the evaluation of the tender and execution of the contract.		
(c)	The Performance Security shall be in the name of the Leader of the consortium on behalf of consortium with specific reference to consortium bid and name & address of consortium members.		
(d)	The leader of the consortium on behalf of the consortium shall coordinate with OIL during the period the bid is under evaluation as well as during the execution of works in the event contract is awarded and he shall also be responsible for resolving dispute / misunderstanding / undefined activities, if any, amongst all the consortium members.		
(e)	Any correspondence exchanged with the leader of consortium shall be binding on all the consortium/joint venture members.		
(f)	Payment shall be made by OIL only to the leader of the consortium towards fulfillment of the contract obligation.		
(g)	In case of consortium bids, the bid shall be digitally signed by the authorized representative of the leader of the consortium. The power of Attorney from each member authorizing the leader for signing and submission of Bid on behalf of individual member must		

	accompany the bid, if the same is not mentioned in the MOU submitted along with the bid.		
(h)	Constitution of consortium: If during the evaluation of bid, a consortium leader proposes any alterations/changes in the constitution or replacement or inclusion or expulsion of any partner(s)/member(s) of the consortium which had originally submitted the bid, to drive some advantages/benefits based on any development(s) having come to knowledge at any time, the bid of such a consortium shall be liable for rejection.		
(i)	Signing of contract: In the event of award of contract to the consortium, the contract to be signed by the leader of the consortium on behalf of the members of the consortium and the liability shall be binding on each member of the consortium jointly and severally.		
(j)	Bidder(s) quoting in collaboration / joint venture partnership / consortium with any firm are not allowed to quote separately /independently against this tender. The collaborator is also not allowed to quote separately/independently against this tender. All such bids including the partnership bids shall be summarily rejected against the tender.		
(k)	The MOU/Agreement should be legally valid i.e. it should be on a non-judicial stamp paper.		
3.0	CREW EXPERIENCE:		
3.1	The Bidder shall confirm to deploy minimum nos. and the category of the Rig crew personnel as indicated under Terms of Reference/ Technical Specification of the Bid Document. The Drilling Key		

	Personnel must have requisite experience and meet eligibility criteria in their respective position and should be fluent in English. Bidder may deploy additional personnel for maintenance / operation / supervision / training / inspection at their cost. OIL shall make no payment for additional personnel so deployed.		
3.2	Confirmation in regard to the point above shall be submitted in the Technical Bid. However, list of all crew personnel with bio-data, proof of qualification & experience etc. shall be submitted for approval of OIL before commencement of work.		
4.0	DOCUMENTS: Bidders must furnish documentary evidences in support of fulfilling the entire above requirement as under:		
(a)	Rig offered – Documents relating to Rig already in possession or propose to own/lease along with technical specifications/details.		
(b)	Residual life of the offered Rig as per Para 1.3 above.		
(c)	Drilling experience of the Bidder – Statement to be furnished by Bidder in a tabular form along with copies of contracts / work orders / completion certificates / payment certificates issued by the clients.		
(d)	Financial turn-over of the Bidder– Audited balance sheets/profit and loss accounts etc.		
(e)	MOU or legally acceptable documents in support of tie-up arrangements along with the technical bid.		

Name of the Authorized Signatory: _____

Name of the Firm/Service Provider/Bidder: _____

RIG INSPECTION CERTIFICATE

**(SEPARATE CERTIFICATE TO BE ISSUED FOR EACH RIG)
(TO BE ISSUED BY BV/DNV/LLOYDS/OILFIELD AUDIT SERVICES/ OES EQUIPMENT LLC)**

The following rig and equipment were inspected physically on _____ (date) and certified as under:

Sl. No.	Description	Details					
1.0	Identification No. of rig						
2.0	Current location of the rig (detailed address telephone & Fax No.						
3.0	Present owner of the rig (Detailed address, telephone & Fax No.)						
4.0	Details of rig / equipment inspected	Details of rig/equipmen t offered with ID No.	Model/HP/Cap acity/Pressure Rating	Whether meets the tender specification	Year of manufacture	Residual life	Remarks of Certifying Agency
4.0.1	Mast Make: Model: Capacity in MT: Height from ground level(in Ft):						

4.0.2	Sub Structure: Capacity in MT: Height from ground level (in Ft):						
4.0.3	NDT of Mast & Substructure						
4.1	Rig engine/ Generators: No. of engine:						
4.1.1	Generators: No. of Generators:						
4..2	Rig Compressors(Electrical)						
4.2.1	Rig Compressors(Cold Start)						
4.3	Draw works:						
4.3.1	Eddy Brake/Disc Brake/Auxiliary Brake						
4.3.2	Rotary Table: Rotary Table opening (in Inch):						
4.4	Travelling Block:						
4.4.1	Crown Block:						
4.4.2	Hook						
4.4.3	Top Drive						
4.4.4	Swivel:						
4.4.5	Kelly:						
4.5	Mud pumps: Qty.:						
4.5.1	Super Charge pump						
4.5.2	Linear Motion Shale Shaker						
4.5.3	Desander						
4.5.4	Desilter						

4.5.5	Degasser						
4.5.6	Deleted						
4.5.7	Deleted						
4.5.8	Instrumentation System						
4.5.9	Stand Pipe Manifold						
4.5.10	Rotary Hose						
4.6.1	Annular BOP:						
4.6.2	BOP: Double Ram/Two Stack BOP with one set Shear cum Blind ram & one set Pipe ram: Manual control : (Y/N)						
4.6.3	BOP Control unit: Hydraulic operated: (Y/N)						
4.6.4	Choke & Kill Manifold						
4.6.5	Remote BOP Panel						
4.6.6	Remote Choke Panel						
4.7	NDT of Tubulars						
4.8	Refurbishment, if any, with date and details of refurbishment.						

The rig after due inspection, is found in good operating / working conditions.

(Signature with name and designation)

Note:

(1) For the rig/equipment already in existence, the above certificate shall be given by third party inspection agency namely BV/DNV/LLOYDS/OILFIELD AUDIT SERVICES/OES EQUIPMENT LLC on their letter head in original. Certificate from other agencies shall not be accepted.

(2) The completion date of third-party Inspection should not be more than two years old reckoned from the original bid closing date of this tender.

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END OF PART-3